

# FAIR DEAL CAR RENTALS - TERMS & CONDITIONS

**1: Abbreviations:** FDCR = Fair Deal Car Rentals: Vehicle = shall mean the vehicle as stated on the agreement form including keys, accessories, and tools. This also applies to any replacement vehicle should the need arise.

## **2: Authorised Drivers:**

- 2.1:** The hirer or designated driver must be in possession of a valid unendorsed drivers license for the full period of the rental
- 2.2:** Should the hirer or designated driver have held their driving license for less than 2 years then the deposit/insurance excess will be plus R5000 as stipulated by our Miway insurance cover. This also applies to code C1 licenses held for less than 4 years.
- 2.3:** Should the vehicle be driven by any person other than the hirer or designated driver, then the hirer will be liable as per the terms and conditions of this agreement

## **3: Insurance**

- 3.1:** The cost of fully comprehensive insurance cover with Miway is included in the price as is free Roadside assistance, also with Miway.
- 3.2:** The hirer will be liable for each and every excess should a claim or number of claims need to be made for whatever incident/s of loss, damage or theft that should occur during the rental period, and is expected to speedily aid and assist FDCR in the process of any such claim/s.
- 3.3:** The hirer accepts that FDCR may at it's discretion opt to repair the vehicle, should it consider it to be in the interest of both parties, rather than make a claim. In which case the hirer will be liable for the cost.
- 3.4:** Should an insurance claim be rejected by Miway for any reason whatsoever whether it be loss, theft or damage, then the hirer will be liable for the full cost of the loss/repairs, or the replacement cost of the vehicle.
- 3.5:** The deposit will be refunded if the vehicle is returned in the same condition as when the hirer first took control of the vehicle. However, the hirer accepts that FDCR does have the right to deduct any amounts deemed necessary in order to repair any damage/loss of accessories, tools or keys.

## **4: Responsibility & Breach**

- 4.1:** The Hirer will be liable for any loss or damage to the vehicle however caused and whether or not the loss or damage be attributable to the hirer's fault or negligence
- 4.2:** FDCR may charge the hirer either the actual amount of the loss or damage suffered, or an amount in it's sole discretion if the loss or damage occurs in a situation where no contact is made with another vehicle, person, animal or object irrespective of any insurance cover.
- 4.3:** If the vehicle is damaged stolen or lost where there was a breach of the terms & conditions of this agreement the hirer will be liable for the total damage, recovery costs and any losses to FDCR.
- 4.4:** In the event of collision, loss or damage, the hirer will be liable for any towing charges over and above the Miway allowance of R10000.
- 4.5:** Should the vehicle be involved in a collision the hirer is expected to secure the vehicle and to obtain the name and address of others involved, as well as a witness if possible. The hirer shall notify the police and FDCR within 24 hours of the incident. The hirer should also furnish FDCR with full accident details within 48 hours.
- 4.6:** Unless stipulated on the agreement form, the vehicle is to be returned to 109, Woodley Road, Plumstead at the end of the rental period. Failure to do so, or should FDCR need to recover the vehicle from wherever, then the hirer will be liable for any charges or losses incurred.
- 4.7:** The hirer shall be liable to pay for all traffic fines/violations obtained by the vehicle during the rental period.
- 4.8:** Should the hirer see any warning lights on the vehicle such as the engine warning light or oil warning light for example, then FDCR should be notified immediately and the car should not be driven. The same also applies if the hirer has any serious concerns about the mechanical operation of the vehicle. A replacement car with similar accessories, engine power etc will be provided.
- 4.9:** The Hirer is expected to ensure that oil, water & tyres are checked whenever refueling.

## **5: Indemnity**

**5.1:** The vehicles are regularly serviced and undergo a number of checks before each rental. Neither FDCR nor any of it's employees will be liable for any loss or damage of property transported or left in the vehicle, or any loss of life or injury arising from the rental by the hirer of the vehicle.

## **6: Rates, Cancellations, & Extension of rental period**

- 6.1:** Petrol is not included in the rental charge. The car will be provided with an amount of petrol and is expected to return with a similar amount of petrol. Should this not be the case then the hirer will be charged accordingly.
- 6.2:** Any extensions to the rental period must be arranged in advance of the current end date and payment made timeously at the start of the new period of rental. Should the vehicle not be returned timeously without prior arrangement then the hirer will be liable for any losses incurred by FDCR
- 6.3:** The hirer acknowledges that any future extension of this rental period whether agreed via what's app or any other form of communication, is subject to the same terms and conditions as set out in this original signed document.
- 6.4:** In order for FDCR to sustain minimal losses, a cancellation fee equivalent to 25% of the remaining rental period will be charged on cancellations.
- 6.5:** In the interests of the business, FDCR, at it's sole discretion, retains the right to recall any vehicle at any time. Should this situation arise then the hirer will be given a replacement vehicle of similar style and engine capacity.
- 6.6:** Deposits are usually returned within 6 hours of FDCR receiving the vehicle. However, should FDCR for whatever reason have any concerns about the condition of the vehicle then payment may be withheld for seven days.

## **7: Fair Deal Rewards**

**7.1:** Should the hirer return the vehicle in the same condition as they received it, and recorded less than 25% of the Kilometer allowance with no insurance claims having to be made, then 10% of the rental fee will be refunded.