

## 1 DEFINITIONS AND GENERAL PRINCIPLES

"You" are the customer (main driver) who signed the rental agreement and who is entitled to drive the vehicle.

"Zimbabwe Car Hire" is the company named in the rental agreement, it comes under Trade Fountain Trading (Private) Limited, Zimbabwe.

"Vehicle" is the car or truck that Zimbabwe Car Hire is renting to you for the agreed duration of the rental agreement and will include all parts and accessories fitted to it at the commencement of the rental.

"Damage" is any damage occurring to the Vehicle (including glass, lights and mirrors) and any damage occurring to third party property where applicable.

## 2 PREREQUISITES: WHAT DO YOU NEED IN ORDER TO RENT A VEHICLE?

You must produce a driving licence valid in the country where the rental takes place. The driving licence must have been issued by authorised authorities at least 12 months before the date of the commencement of the rental. In addition to the normal driving licence, an international driving licence is also mandatory if the driving licence is written in a language different to the one of the renting country and/or in characters that can not be read in the renting country. Please note that the international driving licence is valid only if accompanied by the normal driving licence.

You must be aged 21 or over to rent a car and have held a driving licence for at least one year.

The above requirements are also applicable to all additional drivers if any.

If you use a Zimbabwe Car Hire PREPAID voucher as means of payment (with a specified value), you must also present your own credit card for those charges that have not been prepaid (such as extras, refuelling charge, excess due in the event of damage to or loss of the rented vehicle), or provide a cash payment for the covering of "excess"

## 3 THE VEHICLE: CONDITION, USE, BREAKDOWN ASSISTANCE AND MAINTENANCE/MECHANICAL PROBLEMS

### 3.1 Condition of the Vehicle.

A description of the condition of the Vehicle will be given to you at the same time as the rental agreement. Note all vehicles are second hand.

Before leaving the rental location, (pick up point) you are required to check the condition of the Vehicle. Where an apparent defect is found which is not already listed in the document, you must immediately inform the Zimbabwe Car Hire employee in order to proceed with a joint-examination of the Vehicle.

In such a case, amendments must be made to the document and duly countersigned by both parties.

If the amended document is not countersigned by both parties, the condition of the Vehicle will be as set out in the document given to you with the rental agreement and it will be considered that you received the Vehicle in proper working condition.

You will return the Vehicle in the same condition as it was provided at the start of the rental. You are responsible for any repair or refurbishment costs and these will be added to the cost of the rental, subject to the conditions of the section "Summary of Optional Guarantees" as set out below.

### 3.2 Use of the Vehicle

The Vehicle must not be driven by anyone other than you and then only under the condition that your ability to drive is not in any way impaired by mental or physical incapacity or restricted by the Law.

It is not permitted to take the vehicle outside Zimbabwe, unless prior arrangements have been made with Zimbabwe Car Hire.

Certain vehicles are not permitted to be taken outside of a 60km radius of Bulawayo city centre unless prior agreement is given by Zimbabwe Car Hire. This is made clear on to you when you hire the Vehicle.

You must take care of the Vehicle, keep it in good repair and condition, pay any fines for which you may be liable, reimburse Zimbabwe Car Hire for any damage to the Vehicle, and refund Zimbabwe Car Hire for any costs it incurs.

The Vehicle will be provided to you with at least a quarter tank of fuel. You must only refuel the Vehicle with the correct type of fuel, up to the same level of fuel as the vehicle was provided to you with.

You are liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which Zimbabwe Car Hire is charged, unless they have arisen through the fault of Zimbabwe Car Hire.

During the rental period you must carry out the usual checks (engine oil level, tyre pressure, etc.) as would any careful user and you must respect the maintenance cycle of the Vehicle as stated in the maintenance guide, if any.

When parking the Vehicle, even for a short period, you undertake to lock it and make use of the Vehicle's alarm and/or immobilisation equipment. You must never leave the Vehicle unoccupied with the keys in the ignition. Non-return of the keys will lead to invalidation of the theft cover.

You undertake to use the Vehicle in a responsible manner and in particular, only for the purposes for which it is intended.

In particular, you must not use the Vehicle under any of the following conditions or for any of the following purposes:

- driving the Vehicle under the influence of alcohol, drugs or any other type of narcotic substances,
- transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances,
- carrying anything which, because of its smell or condition, harms the Vehicle or causes Zimbabwe Car Hire to lose time or money before it can rent the Vehicle again,
- transportation of live animals (with the exception of domestic pets, subject to prior authorisation by Zimbabwe Car Hire),
- with a roof rack, luggage carrier or similar, unless supplied by Zimbabwe Car Hire,
- re-rental to or use by other persons,
- carrying passengers for hire or reward,
- participating in rallies, competitions or trials, wherever they may take place,
- giving driving lessons,
- pushing or towing another vehicle (note that towing another vehicle is not permissible in Zimbabwe)
- intentionally committing any offence.
- none of the goods and baggage carried in the Vehicle, including their packing and stowage equipment, will be permitted to damage the Vehicle, nor put the occupants abnormally at risk,
- in any way which breaks the highway Code, road traffic laws or any other laws.

You will be liable for any offence committed during the rental period which relates in any way to your use of the Vehicle, as if you were the owner of the Vehicle.

Upon the request of the Police or any official body Zimbabwe Car Hire may have to transfer your personal data. Such transfer will be done in accordance with the data protection Laws of the country of rental.

### 3.3 Maintenance / Mechanical Problems

The Vehicle has been provided to you with a full set of tyres in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, you undertake to replace it immediately at your own expense with a tyre of the same dimensions, type and wear characteristics.

You must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if you become aware of anything else which may indicate the presence of a mechanical problem with the Vehicle.

If the odometer has stopped functioning for any reason other than a technical failure, you will be required to pay a distance charge according to the rates in force in the country of rental.

When the rental starts, the Vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes un-roadworthy or unfit for normal use during the rental because of mechanical breakdown or accident, you must inform a Zimbabwe Car Hire station or telephone the emergency number shown on the paperwork you were issued at the time of the rental.

Zimbabwe Car Hire will have the choice between replacing the Vehicle or accepting repairs to be done to the Vehicle. In the latter case, repairs can only be made after written or oral confirmation from and instructions given by Zimbabwe Car Hire as well as prior acceptance by Zimbabwe Car Hire of the estimation of costs. You must be able to provide the name and station name of Zimbabwe Car Hire accepting the repairs. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to Zimbabwe Car Hire. If not, Zimbabwe Car Hire reserves the right to request from you the remittance of the defective pieces and the paid invoice.

The fees and expenses of any repair undertaken without the order of Zimbabwe Car Hire will not be reimbursed to you.

You must inform Zimbabwe Car Hire, or one of its agents, of all accidents, damage to or breakdowns of the car, even those which may already have been repaired, when you return the Vehicle. You will remain liable for any damages to Zimbabwe Car Hire.

In any case, neither Zimbabwe Car Hire nor its directors, officers or employees will be liable to you for any loss or damage (including but not limited to loss of profit or earnings...) nor, to the extent permitted by the Law, for indirect consequential damages whether your action is based on contract or in tort.

#### **3.4 Breakdown Assistance**

For the length of the rental, as agreed with Zimbabwe Car Hire, you have the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, this service can be contacted by calling the telephone number indicated on the rental agreement or on the windscreen or on the key holder.

In order to benefit from this cover, you must make contact with the Breakdown and Assistance Service immediately after the occurrence of the incident. If you do not contact the Breakdown and Assistance Service and if you initiate steps or make any disbursements without the prior consent of Zimbabwe Car Hire, you will not be able to claim for reimbursement of the expenses.

### **4 RENTAL PERIOD**

#### **4.1 Principle and Calculation**

You undertake to return the Vehicle to Zimbabwe Car Hire at the agreed place, on the date and at the time indicated on the rental agreement.

The maximum duration of a rental agreement may vary. The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time the Vehicle is made available. However, a 30 minute grace period is applied at the end of the rental before the start of a new 24-Hour period.

If you return the Vehicle to any other Zimbabwe Car Hire rental location other than the agreed location, repatriation costs will be charged to you.

#### **4.2 Extension of the Original Duration of the Rental**

Should you wish to keep the Vehicle for a period longer than that originally set out in the rental agreement, you must first contact by phone/email the nearest Zimbabwe Car Hire location in order to extend the duration of the rental agreement (depending upon the country of rental this may require you to come in person to a Zimbabwe Car Hire location).

The Vehicle is insured for the period mentioned on the rental agreement. Unless otherwise agreed in writing by Zimbabwe Car Hire, once this period is passed, the contracting party remains liable for any damages to Zimbabwe Car Hire.

#### **4.3 Delivery and Collection Terms**

Where you ask Zimbabwe Car Hire and Zimbabwe Car Hire agrees in writing to deliver the Vehicle or to collect the Vehicle, you may have to pay additional charges and follow additional instructions. You must check at the time of reservation.

When you return the Vehicle, or if Zimbabwe Car Hire has agreed you will do so, when you leave the Vehicle for collection by Zimbabwe Car Hire, you must complete the details of the date and time of return, the mileage and fuel gauge reading and other information shown on the rental document wallet. You must also do anything else, which Zimbabwe Car Hire requests as a condition of agreeing to collect the Vehicle.

You must return the Vehicle immediately if Zimbabwe Car Hire asks you to do so. In the event that the Vehicle is not delivered to Zimbabwe Car Hire upon request you hereby authorise Zimbabwe Car Hire to enter your premises and to do any and all other things necessary to repossess the Vehicle. You will be liable for any costs associated with such repossession. Zimbabwe Car Hire may repossess any vehicle without notice or liability where Zimbabwe Car Hire deems that such repossession is necessary for its own protection.

#### **4.4 End of Rental**

The end of the rental is defined by the return of the Vehicle and of its keys to the rental counter at the agreed Zimbabwe Car Hire location. This must be done to a Zimbabwe Car Hire employee and under no circumstances should you give the keys to any person present at the Zimbabwe Car Hire location and who you assume or who purports to be a Zimbabwe Car Hire employee. If explicitly mentioned in writing in the rental agreement the keys may be returned to the reception desk of a hotel.

If the Vehicle is returned without its keys, you will be invoiced for the cost of the replacement keys. Zimbabwe Car Hire strongly recommends that you carefully read this information available at counter

Under no circumstances will Zimbabwe Car Hire accept any liability for articles that may have been left in the Vehicle at the end of the rental.

#### **IMPORTANT NOTE:**

Outside the normal opening hours, depositing the keys and documents in a letter box does not constitute the end of the rental. You remain liable for any damages until a Zimbabwe Car Hire employee takes possession of the Vehicle, documents and keys when the Zimbabwe Car Hire location opens.

#### **4.5 In the event of confiscation, theft or accident**

In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, you must immediately inform Zimbabwe Car Hire by phone and in writing. Zimbabwe Car Hire will then be entitled to take all measures which it deems necessary to protect its rights. You will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss...) to the Vehicle unless it is demonstrated that Zimbabwe Car Hire is directly responsible for such confiscation or impounding of the Vehicle.

Furthermore, the rental agreement may be automatically terminated as soon as Zimbabwe Car Hire is informed of such action by the legal authorities or by you.

Any use of the Vehicle which may be detrimental to Zimbabwe Car Hire will entitle Zimbabwe Car Hire to automatically terminate the rental agreement with immediate effect. You will then return the Vehicle immediately as soon as Zimbabwe Car Hire so requests.

In the event of theft of the Vehicle, the rental agreement will be terminated as soon as Zimbabwe Car Hire has received a copy of the theft declaration made by you to the police authorities.

In the event of an accident, the rental agreement will be terminated as soon as Zimbabwe Car Hire has received a copy of the accident report completed by you and, where applicable, the third party. If Zimbabwe Car Hire provides a new vehicle, the rental agreement will be amended accordingly. Note that under Zimbabwe law you must wait with the vehicle until the Police arrive and comply with all laws of Zimbabwe.

Furthermore Zimbabwe Car Hire will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the Vehicle including, in particular, baggage and/or goods.

## **5 RATES / TERMS OF PAYMENT**

### **5.1 Rates**

The total charges for each rental will be determined at the time of rental.

### **5.2 Terms of Payment**

Zimbabwe Car Hire operates a cash and credit card business. Where the credit card machine is not available (Zimbabwe Car hire takes no responsibility for the availability of the credit card service), cash must be used for all payments and deposits.

When payment is made by means of a credit card, an authorisation will be requested prior to the start of the rental.

The minimum amount of the authorisation will be determined by multiplying the rate by the rental period reserved by you and other relevant charges. This amount is not debited. It is held on cardholder's bank account until the final rental charge amount is debited.

When the Vehicle is returned, the invoiced amount will be charged to the credit card provided, unless you present another means of payment.

If the payment is made in the Cardholder's Billing Currency the invoiced amount will be converted by Zimbabwe Car Hire, from the Rental Currency, to the Cardholder's Billing Currency.

If for whatever reason the conversion cannot be processed by Zimbabwe Car Hire, or is declined by the cardholder at time of rental or when this DCC option is not available in the country, the transaction will be submitted in the Rental Currency and then converted afterwards according to the cardholder's bank conditions.

In the event of non-payment by the due date shown on the invoice, you will be liable, for payment of interest on the due amount in accordance with the details on the invoice, if any.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise Zimbabwe Car Hire to require immediate return of any vehicles still on rent and to terminate the agreements relating to such rentals.

The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of issue of the rental agreement, and correspond to the characteristics you originally indicated at the time of reservation (Vehicle type rental, duration, return station...). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

Should the Vehicle not be returned with a full fuel tank, you will be charged for the missing quantity of fuel and for the refuelling service.

Zimbabwe Car Hire strongly recommends that you carefully read this information available at office from where you pick up the vehicle.

## **6 INSURANCE**

All the vehicles in Zimbabwe Car Hire's fleet are comprehensively insured. Should the vehicle be damaged in any way the leasee is liable for entire excess from the insurance company. A security deposit is held when the Vehicle is rented, and any damages are taken first from this deposit. Should the deposit not be sufficient to cover any damages or theft, then you the renter are liable for all additional charges.

### **IMPORTANT NOTE:**

Damage to the under body-work and/or roof due to collision with bridges, tunnels, overhanging structures etc., is excluded from the damage cover, unless force majeure can be proved.

### **6.1 Liability in the Event of Damage to the Rental Vehicle or Theft or Conversion thereof**

#### **6.1.1 You will be liable for any damages to Zimbabwe Car Hire when renting a Vehicle that has been entrusted to you.**

Therefore, in the event of theft of the Vehicle or damages caused to it, you must fully indemnify Zimbabwe Car Hire (the indemnification will include the amounts corresponding to the repair costs, resale value of the Vehicle, loss of use, administration charges...).

The amount will not exceed the market value of the rented vehicle at the time of the event.

Therefore, at the end of the Rental, IN THE EVENT OF DAMAGE OR THEFT, YOU WILL BE DEBITED with an amount equal to the non-waivable excess charge according to the tariffs in force in the rental country. IN THE EVENT OF LIGHT DAMAGE, YOU WILL BE DEBITED according to the provisions of section 6.1.2.

You are advised that any waivers you may have chosen will be invalidated if you fail to take reasonable measures for the safety of the Vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the Vehicle or otherwise abuse or misuse it.

You will not be exempt from liability towards Zimbabwe Car Hire in the case of breach of contract. Therefore, you will be responsible for any financial loss Zimbabwe Car Hire suffers as a result of such breach and for any relevant claims made by other people. You agree to pay any amounts Zimbabwe Car Hire spends in enforcing these terms.

THEREFORE IN ANY CASE, NEITHER ZIMBABWE CAR HIRE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES WILL BE LIABLE TO THE CONTRACTING PARTY FOR ANY AMOUNTS NOR FOR ANY ACTIONS, LAW SUITS OR CLAIMS RELATED TO ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES (SUCH AS LOSS OF BUSINESS, LOSS OF PROFIT) ARISING OUT OF OR IN CONNECTION WITH THE RENTAL OR THE USE OF ANY VEHICLE WHETHER THE ACTION IS BASED ON CONTRACT OR IN TORT. YOU WILL INDEMNIFY AND HOLD ZIMBABWE CAR HIRE HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE RENTAL AND/OR THE USE OF THE VEHICLE.

If the loss suffered by Zimbabwe Car Hire is subsequently reduced (recovery of the Vehicle within 60 days, partial or total liability on the part of the Third party), you will receive the corresponding reimbursement.

NOTE: the maximum cover for THIRD PARTY LIABILITY through the insurance companies of Zimbabwe Car Hire is \$20,000 for Third Party Property Damage, and \$20,000 for Third Party Bodily Injury. Any claims above this amount will be your responsibility, and Zimbabwe Car Hire will not be held responsible for any costs brought forward by any third party. Any claims brought will be forwarded to you, and will be your responsibility.

#### **6.1.2 Light damage (valid only if applicable)**

Both at Pick up and Drop Off Zimbabwe Car Hire will, together with you, record in the rental agreement all visible light damage to a vehicle which you hereby acknowledge.

At Drop off unrepaired damage must appear on the rental agreement with the appropriate signatures by you and Zimbabwe Car Hire. At the end of the rental i.e., at drop off, the identification of any new light damage must be added to the rental agreement. Any new light damage will be immediately pointed out to Zimbabwe Car Hire, mentioned in the rental agreement, and signed by you and Zimbabwe Car Hire. This damage will be charged to you at the repair price.

These repair costs will be directly billed to you by Zimbabwe Car Hire and will include the cost of the damage repair as well as administration charges, immobilisation costs, spare parts and labour costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the rental agreement.