



GENERAL TERMS AND CONDITIONS (2023-4)

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?

2.1 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 not written in English. Please note that the international driving licence is valid only if accompanied by the normal driving licence.

2.2 You must be aged 23 or over to rent a car and have held a driving licence for at least three years.

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

3. BASIS OF CONTRACT

3.1 The Contract is made between you and Zimbabwe Car Hire and sets out our responsibilities to you and your responsibilities to us when renting a Vehicle and any Optional Extras. The Contract is made up of the following documents:

- (a) the Rental Agreement;
- (b) these Conditions; and
- (c) where you have requested it, the Vehicle Condition Report.

3.2 At the point you complete your Reservation either by telephone or by completing the on-line booking form and clicking the ACCEPT QUOTATION button, we agree to use all reasonable efforts to make a vehicle from the Vehicle Group you have selected available for you to hire for the Rental Period. If for any reason we cannot supply a vehicle Zimbabwe Car Hire will refund you in full.

You agree that:

- (a) Until the Contract is formed as specified in clause 3.4 below, our only obligation to you is in respect of the Reservation;
- (b) Only this clause 3.2 shall apply to the Reservation and you will be bound by those clauses on Booking; and
- (c) You will be bound by the full Rental Agreement and these Conditions if and when the Contract is formed with us.

3.3 You agree that we may elect at our discretion to pass your Reservation to another car rental business (Partner Organisation) with which we have a referral arrangement in place. In this case, we are acting as an agent for that Partner Organisation and once we have passed your reservation over to them, this means

- (a) we have no further legal obligations or liability to you
- (b) the Rental Agreement for the hire of the Vehicle will be between you and the Partner Organisation and will be made on the applicable rental terms and conditions of that Partner Organisation and you will need to agree and accept those applicable rental terms and conditions before any contract for rental comes into existence.

3.4 The Contract is only formed when we allow you to take possession of the keys to the Vehicle. We will not do so unless and until you come to collect a Vehicle from us (or where we deliver the Vehicle to you) and you provide the Required Documents, a valid deposit or credit card approval has been made on your payment card, you have agreed the Vehicle Condition Report and we are satisfied that you meet our rental criteria and these Conditions.

3.5 By taking possession of the keys to the Vehicle, you:

- (a) accept the terms of the Rental Agreement;
- (b) accept these Conditions; and
- (c) agree with the vehicle condition summary set out in the Rental Agreement or, where you have requested it, the Vehicle Condition Report.

3.6 By entering into the Contract, you agree to:

- (a) rent the Vehicle, including any replacement vehicles and Optional Extras for the Rental Period;
- (b) pay the Rental Fees before the hire (as well as any fees for the extension of the Rental Period (where applicable) or any fees attributable to the purchase of Optional Extras); and
- (c) pay relevant administration charges, fees, theft and damage charges, toll charges, parking, traffic or other fines or charges, reasonable court costs and/or any other reasonable charges, in the circumstances set out within these Conditions.

3.7 Where you request to add an Additional Driver to the Rental Agreement we will charge you for each additional driver. When making the request you will need to provide us with details of their driving licence for us to verify that they can be added as an Additional Driver.

3.8 If you are a Business Customer, by signing the Rental Agreement, you confirm you have the relevant company's authority to enter into the Contract. In the event that there is a conflict between the terms of the Contract and your business's contractual agreements and/or terms, the terms of the corporate master agreement between you and us shall prevail.

3.9 We reserve the right to amend these Conditions from time to time (including any administrative fees that we are entitled to charge as set out in these Conditions) upon giving you not less than thirty days prior written notice.

4. DRIVER/S

4.1 The Primary Driver/Renter will at all times remain liable for the vehicle and will ensure that any additional driver adheres to the Standard Terms and Conditions of rental as it appears on the Rental Agreement and Zimbabwe Car Hire Terms and Conditions.

4.2 All additional drivers to hand in copies of Driver's license and I.D/Passport.

4.3 In the event that the vehicle is delivered to or collected by any other person than the Primary Driver/Renter (provided that the person taking possession of the vehicle must be one of the nominated additional drivers), Zimbabwe Car Hire will deem the person so taking delivery of the vehicle as being a duly authorized and appointed, acting on behalf of the Primary Driver/Renter.

5. THE VEHICLE: CONDITION, USE, BREAKDOWN ASSISTANCE AND MAINTENANCE/MECHANICAL PROBLEMS

5.1 Condition of the Vehicle.

5.1.1 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.

5.1.2 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.

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

5.1.4 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.

5.1.5 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.

5.1.6 If the Vehicle is returned after closing hours, you remain responsible for any damage to the vehicle until Zimbabwe Car Hire employee inspects it on re-opening for business.

5.2 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.

- 5.2.1 It is not permitted to take the vehicle outside Zimbabwe, unless prior arrangements have been made with Zimbabwe Car Hire.
- 5.2.2 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. You are responsible to check oil and water levels.
- 5.2.3 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. Failure to do so will mean loss of your entire deposit.
- 5.2.4 Additional care should be taken in remote areas where recoveries and repair are more difficult to effect. These areas, such as National Parks which carry higher risk and the hirer assumes this risk when entering these areas. The hirer should be proactive prior to entering these areas, do general checks on the vehicle and any noises, new rattles or possible fluid leaks investigated before heading in to remote areas. If you breakdown in a National Park, ZCH does not guarantee to rescue you. you are liable to get the vehicle out of the Park and to a safe location for a Rescue vehicle to reach you.
- 5.2.5 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.
- 5.2.6 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.
- 5.2.7 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. It may also mean you will lose your entire deposit.
- 5.2.8 You undertake to use the Vehicle in a responsible manner and in particular, only for the purposes for which it is intended.
- 5.2.9 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.

5.2.9 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.

5.3 Maintenance / Mechanical Problems

5.3.1 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, and you undertake to replace it immediately at your own expense, you must replace it with a tyre of the same dimensions, make and model. (Tyre makes are marked at point of pick up). Failure to bring tyres back, or you bring back tyres that are not the same make and model, will be deducted, in full, plus administrative expenses from your deposit.

5.3.2 You must stop the Vehicle if any of the instrument panel warning light, 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.

5.3.3 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 with Zimbabwe Car Hire. ZCH reserves the right to use the installed Tracking device to determine mileage in the event of an Odometer failure. Contact ZCH immediately if you think there is a problem.

5.3.4 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.

5.3.5 In the event of a breakdown, Zimbabwe Car Hire does not guarantee to replace the vehicle. Zimbabwe is over 360,000 square kilometres, and replacing a vehicle is very difficult. If for some reason, ZCH can replace the vehicle, it does not guarantee to redeem any days that the hirer lost in the process. If you accept a replacement vehicle of a higher specification, you do so with the knowledge you will be charged for the additional daily hire charge.

ZCH reserves the right to conduct repairs to be done to the Vehicle during the course of the hire. You may not repair the vehicle without written authorisation from ZCH.

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

5.3.7 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. These will be taken from your deposit. ZCH reserves the right to conduct audit reports on those repairs, and will only conclude your hire, and return, if possible any balance on your deposit within 14 days after the unit is returned to the office.

5.3.8 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.

5.4 Breakdown Assistance

5.4.1 For the length of the rental, as agreed with Zimbabwe Car Hire, so long as you are within the main road network, and not in a national park, you have the benefit of a Breakdown and Assistance Service. If required, please call ZCH to arrange this assistance to you. Please note it is possible you will be charged for Breakdown call outs.

5.4.2 ZCH are not responsible for the recovery of any vehicle which breaks down in remote areas of the country, National Parks or Communal Areas. You the client will be expected to get the unit to a main road, in order for breakdown assistance to reach you. This will be at your own cost.

5.4.3 In order to benefit from this cover, you must make contact with ZCH immediately after the occurrence of the incident. If you do not contact ZCH 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.

6. RENTAL PERIOD

6.1 Principle and Calculation

6.1.1 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 unit will be remotely disabled, if no written communication, along with any required electronic payment is made, e.g. in the instance where you are requesting an extension to your hire. Failure to communicate and to pay the requisite number of days will mean the unit will be disabled. It may also lead to the deduction of the entire deposit from the client.

6.1.2 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.

6.1.3 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.

6.2 Extension of the Original Duration of the Rental

6.2.1 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 and make payment for extension period (depending upon the location of rental this may require you to come in person to a Zimbabwe Car Hire location).

6.2.2 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.

6.3 Delivery and Collection Terms

6.3.1 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.

6.3.2 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.

6.3.3 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 report to the Police. (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.

6.4 End of Rental

6.4.1 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.

6.4.2 If the Vehicle is returned without its keys, you will be invoiced for the cost of the replacement keys and 25% administration fee. Zimbabwe Car Hire strongly recommends that you carefully read this information available at counter when you pick up the unit.

6.4.3 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:

6.4.4 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.

6.5 In the event of confiscation, theft or accident

6.5.1 In the event of measures by third parties, including attachment, confiscation, clamping of unit in CBD or designated shopping parking areas 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.

6.5.2 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.

6.5.3 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.

6.5.4 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.

6.5.5 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.

6.5.6 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.

7. GPS FUNCTION / TRACKING DEVICES

7.1 The Renter and the Driver shall unconditionally agree that when the Rental Car is equipped with a Global Positioning System (hereinafter referred to as “GPS Function”), the Rental Car's real-time location, navigation route, and other information are recorded in the system designated by the Company, and that the Company shall use such records (including Usage Information) in the following cases. Note: Not all vehicles are equipped with a Global Positioning System (hereinafter referred to as “GPS Function”).

7.2 To confirm whether the Rental Car has been returned to the designated place at the end of the Rental Agreement;

- Cases falling under paragraph 6.1 ; cases where the Zimbabwe Car hire judges that it needs to determine the real-time position, navigation route, and other information of the Rental Car with the GPS Function in order to take responsibility for the Rental Car, Rental Agreement, etc.; and
- Cases where the Zimbabwe Car Hire shall use the records for marketing analysis in order to increase the satisfaction of renters, drivers, and other customers, such as for the improvement of commodities and services provided to renters and drivers.

7.3 Information recorded with the GPS device may be disclosed to third parties in the following cases:

- When it is deemed necessary to resolve an accident or other problems involving our services or the rented vehicle. (Recipients: The partner insurance company of the Company and the people involved in the accident or problem)
- Cases falling under Paragraph 5.5

7.4 Information recorded with the GPS shall be saved for a certain period of time (roughly seven years after it was obtained) and then promptly deleted after the end of that period.

7.5 Zimbabwe Car Hire is not responsible for the failure of tracking devices in any unit, devices are installed and serviced by a third party.

7.6 Zimbabwe Car Hire reserves the right in any incident prior to either a breakdown or accident, to access the tracking device and pass this information on to the police, for their investigation.

8. RATES / TERMS OF PAYMENT

8.1 Rates

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

8.2 Terms of Payment

8.2.1 Zimbabwe Car Hire operates an electronic payment 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 then be used for all payments and deposits.

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

Credit card(s):

Warning: Please note that payment using credit(s) card(s) is (are) accepted in accordance with the limits authorised by your credit card issuer. The credit card holder (in case of a prepaid booking) must be identified as the renter (the "Main driver" to be mentioned on the rental agreement). Such person must present his/her credit card (identified with the same name) at time of "Signing Out".

8.2.3 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.

8.2.4 Before or at Pick up, the invoiced amount will be charged to the credit card provided, unless you present another means of payment.

8.2.5 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.

8.2.6 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.

8.2.7 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.

8.2.8 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. Zimbabwe Car Hire will not return deposit.

8.2.9 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.

8.2.10 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.

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

8.3 BUSINESS ACCOUNTS

8.3.1 Invoices shall be issued to Renter and paid upfront in 30 day periods.

8.3.2 Rental Fee shall will be payable within seven (7) business days of issue of invoice. A proof of payment should be provided to confirm transaction has been completed from the renter's side.

8.3.3 Failure to settle an invoice within the 7 days will result in one written notification to settle within 3 business days. Failure to settle will evoke the suspension of the contract due to non -payment.

8.3.4 Suspension of the contract due to non-payment involves the right of the company to terminate all units on hire with the renter, which can be disabled remotely through the tracking device and/or retrieved from the renter's premises. All units will be grounded until the invoices are up to date, and can he retrieved by the company at any time after the suspension is in force.

8.3.5 Suspension of the contract and collection of units will affect ALL UNITS and the ENTIRE CONTRACT suspension, even if an outstanding invoice relates to only one unit.

9 INSURANCE

9.1 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: Insurance Companies reserve the right to adjust cover, without notifying clients. Should the renter require a full list of what is and is not covered, then please request in writing from Zimbabwe Car Hire, 30 days prior to your rental. The below clauses are the most relevant information as of 2023-2024.

However:

9.2 In all cases, 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.

9.3 Liability in the Event of Damage to the Rental Vehicle or Theft or Conversion thereof

9.3.1 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...).

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

9.3.3 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-waver 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.

9.3.4 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.

9.3.5 Should it become apparent that the vehicle was abused by you, then you will be held liable for any repairs to the undercarriage of the unit. Undercarriage damage charge is minimum of \$500usd for Groups A, B and C and all other units start at \$1,000usd.

9.3.6 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.

9.3.7 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 WHEHER 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.

9.3.8 NOTE: at the time of writing, the maximum cover for THIRD PARTY LIABILITY through the insurance companies of Zimbabwe Car Hire is \$30,000 for Third Party Property Damage, and \$30,000 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.

9.4 Light damage (valid only if applicable)

9.4.1 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.

9.4.2 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.

9.4.3 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.

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