

## Terms of Hire

**Below is a list of all of our Standard Terms and Conditions of Hire.**

The term vehicle unless inconsistent with the context means the motor vehicle hereby hired with all its equipment and accessories.

### **Rental Requirements:**

Credit Card

Name, address, telephone number, email address

Local contact details

Drivers license and passport

- 1 TERMS OF PAYMENT** are made by American Express, Diner's Club, Visa, and MasterCard. Please ensure your credit card has raised digits on the front of the card. We require credit card details to confirm any bookings.

#### PROCESS OF PAYMENT:

- i. The day before the vehicle is delivered; an authorization only is put through on the client's credit for the excess.
- ii. The full hire amount is put through as a transaction on the day that the vehicle is delivered to the client.
- iii. Any remaining balance of the actual hire is put through at the end of the hire. This is done with the clients consent, and is at MCHire's own discretion to inform the client of this.

### **FINAL ADJUSTMENT TO THE CONTRACT IS MADE ON TERMINATION OF THE HIRE.**

- 2** i. The hirer warrants that all information given to MCHire in order to reserve a vehicle with a rental agreement are true.
- 3 AGE:**
- i. The hirer or authorized driver of the car hire must be over the age of 18 years old, with a valid unendorsed drivers license.
  - ii. Additional Drivers details must be written on the contract.
  - iii. There is no maximum age to hire, however for people under the age of 23 years and over the age of 70 years, the excess will double, or a extra once off charge will apply.
  - iv. Please enquire about the age restriction as we would like to help everyone!!!!
- 4 RATES:**
- i. Rates are quoted in South African Rands (ZAR). Rates, conditions and information's are subject to change without notice.
  - ii. Rates include maintenance, oil and VAT, but exclude Fuel.
- 5 FUEL:**
- i. A full tank of Fuel is supplied and it must be returned with a full tank of fuel.
  - ii. Any extra refueling back at our depot will incur a 15% handling fee, which is deducted off the hirer's credit card.
  - iii. In the event of the vehicle being damaged to the extent of not being able to return it to our office or stolen or written off, the client will be charged for a full tank of fuel, plus the 15% handling fee.
  - iv. Each vehicle will be refueled on termination, regardless of the fuel gauge indicator
- 6 MAINTENANCE:**
- i. The hirer acknowledges that the vehicle is in a good order and repair, is roadworthy and that the vehicles radiator and oil reservoirs are filled and he undertakes to maintain this vehicle at his own expense during his hire.
  - ii. If the hirer neglects the vehicle, MCHire can debit the hirer's credit card in order to get it back to its roadworthy state. The hirer also is liable to cover the costs of the vehicle not being able to be hired out.
  - iii. For the duration of this Agreement and for as long as the vehicle may be in the possession of the hirer he undertakes to provide at his own expense all necessary fuel, oil

and lubrication for the efficient running of the vehicle and to use, maintain and care for the vehicle in a proper manner and shall return the vehicle to McHire in the same good condition and state of repair as when it was delivered to him, fair wear and tear excepted.

iv. The Odometer installed in the vehicle is deemed to accurately record the distance covered by the vehicle unless:

*it ceases to operate efficiently or at all through mechanical failure, in which event the hirer will advise McHire and furnish McHire full particulars of the use to which the vehicle has been put and the distance covered during the period of hire subsequent to the breakdown of the odometer and shall as soon as reasonably possible return the vehicle to McHire. McHire shall thereupon assess the distance covered by the vehicle during the period of failure, which assessment shall be final and binding. If the hirer fails to fulfill any of his obligations set out in this sub-paragraph he shall be liable to pay McHire the sum of R400.00 exclusive of the daily rate, Per 24 hour period for the use of the vehicle during the period that the odometer was malfunctioning as reasonable compensation for the use of the vehicle during this period.*

## **7 DELIVERIES & COLLECTION CHARGES:**

i. A delivery and/or collection fee may be levied, depending on distance, date and time of day. Deliveries and collection within 10km are free of charge within Mon- Fri working hours.

ii. Any after or before office hour deliveries or collections are charged from a starting rate at +-R75.00 depending on the time.

iii. Deliveries and Collections after 9pm and before 6am incur a R200.00 fee.

i. All public holidays incur a delivery or collection fee of +- R200.00. Saturdays incur R75.00 and Sunday deliveries and collections incur an R100.00 charge. Inconvenience fees are charged from R75.00 per hour if McHire is inconvenienced in anyway due to the hirer delaying McHire.

## **8 EXTENSION OF RENTAL:**

i. McHire shall not be obliged to allow any extensions of the period of hire but may on request by the hirer extend the period of hire subject to availability all the terms and conditions of this agreement continuing to apply to such ended term.

ii. If the vehicle is for any reason whatsoever not returned on or before due date as stipulated on the agreement, the hirers insurance falls away and the vehicle may be deemed a stolen item.

iii. The hirer must ask for an extension 48 hours prior to us collecting the vehicle from him.

iv. On the contract it states "the date due back", If the hirer fails to return the vehicle for what ever reason, including but not limited to theft, hijacking, arson, accidental loss or act of God, he shall be liable to McHire for the replacement cost of such vehicle and any damages suffered by McHire in consequences of the hirer's failure to return the vehicle.

## **9 ADDITIONAL DRIVERS:**

i. Must be stipulated on the rental agreement and a clear photo copy of driver's license and ID/passport, must be handed to the McHire representative at the time of the hirer receiving the vehicle or e-mailed prior to the hire. If photocopies are not handed over, we will settle any traffic fines plus a handling fee incurred during the hire and holds the hirer liable to refund us.

ii. McHire shall not be liable for any accident claims or theft, hijacking, riot what so ever, which may arise from driving or using the vehicle by any other person/driver, who is not stipulated on the rental agreement.

## **10 Cover(Insurance) Difference between standard and super cover**

i. All rates include Standard Cover plus an Excess (payable by the hirer) in the event of an accident or theft.

ii. Standard Cover is compulsory.

iii. The Excess amount is the hirer's maximum liability in the event of an accident or theft, excluding Accident admin fees.

iv. Unfortunately if the tyres,windows/glass, upholstery,radios/Cd Player, mags,rims, tyres, immobiliser,keys are damaged the client is liable for this over and above the excess.

v. Super Cover waives the excess amount by half. By paying the additional Super Cover premium, the hirer will only be held liable for the waived excess in the event of an accident.

Cover, whether standard or super cover, does not apply when the hirer is criminally negligent e.g. being involved in an accident while driving under the influence of alcohol. Carisma Car Hire does not offer Personal Accident Insurance (PAI).

#### **11 INSURANCE: VERY IMPORTANT EXCLUSIONS**

i. If the vehicle is damaged in any way during the period of hire whether or not through any act or omission on the part of the hirer or by any person or act of God the hirer shall be liable to pay McHire on demand for any damages caused to the vehicle including consequential damages and specifically including loss of rental due to the non availability of the vehicle McHire may suffer.

ii. The hirer will be liable for the full cost of the damage and/or loss where such damage or loss is sustained in circumstances including but not limited to the following:

- Towing or Repairing the vehicle without Carisma Car Hire consent
  
- negligible driving.
- an unauthorized driver i.e. not specified on the rental agreement.
- Driving under the influence of alcohol or illegal substances.
- Failures to obtain authorization from Carisma car hire to extend the prebooked rental.
- Where accidents are not reported within 24 hours to the nearest police station and to Carisma car hire with a police CASE NUMBER.
- Where vehicles have been taken beyond the borders of South Africa without written consent.
- Not being able to produce the hired vehicles keys in case of theft of the vehicle.
- Not reporting the exact details of the last known location of the vehicle prior to theft.
- Collisions where no other vehicle, person, animal or object is involved.
- Where there has been a material breach of the Terms and Conditions of the Rental Agreement.
- Not adhering to traffic, road and driving rules and regulations of South Africa.
- Unsuitable driving or road conditions i.e. Gravel, Rural or Dirt Roads.

If negligence on the part of the hirer or any person driving or having the vehicle in his possession during the period of hire is a factor in establishing liability, the hirer or such person shall be presumed to have been negligent until he proves the contrary.

#### **ACCIDENT INSTANCES THAT MAKE THE CLIENT FULLY LIABLE**

i. Not Reporting any damages to or Theft of the motor vehicle to Carisma Car Hire and the South African Police services immediately after the theft of or damages to the vehicle occur, you must report the incident accurately and get Full details EG: Inspectors name and telephone number at the police station and obtain the CASE No. at the closest Police Station where the accident / incident occurred. Make sure you get all the details of the other party involved at the Accident scene: Id number, Drivers license number, work phone number, home phone number, Home address, Full name and Surname and most importantly the REGISTRATION number of the vehicles involved. Try finding a witness and getting their details too.

ii. Not completing a damage report accurately.

#### **12 COLLISION DAMAGE/WAIVER:**

i. If hirer chooses to accept the Collision Damage Waiver (CDW) and Theft Loss Waiver (TLW) the hirer is liable for the car group's excess .

GROUP A = R3500.00

GROUP B = +R4500.00 - R5500.00

GROUP D = R8800.00

GROUP E = R6000.00

GROUP M = R14000.00  
GROUP F = R9000.00  
GROUP G = R9000.00

ii. Should the Collision damage Waiver be declined, the hirer is responsible for the full excess.

GROUP A = R80 000.00  
GROUP B = +R130 000.00 - R170 000.00  
GROUP D = R145 000.00  
GROUP E = R140 000.00  
GROUP M = R220 000.00  
GROUP F = R150 000.00  
GROUP G = R160 000.00

Any damaged tyres, hubcaps, rims, mags, upholstery, aerials, windows/glass, radio/CD/mp3 players, set of car keys and undercarriage of the vehicle will be replaced at the hirer's cost.

### **THIRD PARTY INSURANCE**

**i. Should the hirer be involved in an accident where it is not their fault, the hirer is still liable for the excess until such time as the third party recovery has been paid to McHire. McHire will then reimburse the hirer. The final amount refunded will be subject to the Third party recovery amount.**

### **13 DAMAGES:**

- i. If upon return of the vehicle, it appears that repairs need to be made mechanically or otherwise to restore the vehicle to its pre-hire condition, then the hirer shall be liable for the cost of such repair and any other damages which McHire may suffer, including but not limited to loss of rental due to the non availability of the vehicle.
- ii. If in the sole discretion of McHire the vehicle has been damaged beyond economical repair the hirer shall, in addition to other liability as described above be liable for the cost of replacing the damaged motor vehicle plus the Damages Administration fee which is a minimum of R350.00
- iii. Locksmith charges and all costs associated with replacement, re-programming of keys or call out fees are the client's responsibility and will be charged on the credit card.
- iv. If the vehicle hired, is for any reason damaged, stolen or rendered unfit for use, McHire will endeavor to replace a vehicle for the remaining period of the hire but is not be OBLIGED to do so.

### **14 IN THE EVENT OF AN ACCIDENT, HIJACKING OR THEFT:**

i. Firstly: Ensure you get all the personal details of the parties involved in the accidents. Tel. number; Registration number of car and name and surname of the driver of the other vehicle and of any witness.

ii. The hirer shall report any theft, breakdowns or collision or other damage caused to the vehicle straight away to McHire, and incident must be reported to the closest police station within 24 hours of the incident. Please ensure you receive a CASE number and also get the names and telephone numbers of the policemen you deal with.

### **15 KEY RETURNS:**

- i. The hirer will be charged for his rental up until the vehicle keys are returned.
- ii. Under no circumstances will a hirer leave the vehicle keys with any other persons, without consent from McHire Staff. If loss or damage occurs to the vehicle due to the above circumstances, the hirer is liable for the full cost of damages or theft.

### **16 COSTS:**

i. In the event of McHire instituting legal proceedings in respect of recovery of any monies outstanding, where it becomes necessary to consult attorneys, regarding any breach by the hirer, the hirer is liable for payment of all attorney/own client fees, collection commission and tracing agents fees.

### **17 TRAFFIC FINES:**

i. McHire shall not be liable for any laws or traffic violations that are broken whilst a vehicle is on hire.

ii. Such amounts will be charged to the client's credit card including a handling fee. iii. There is a Traffic Fine handling fee of R250.00 per fine received by McHire.

**18 CROSSING BORDERS:**

i. Clients must obtain written authorization from McHire should they wish to cross a state border. Enquire about border crossing fees with McHire

**19 CANCELLATION FEE / NO SHOW FEE:**

All confirmed bookings are subject to a NO SHOW fee charge of R300.00.  
A 50% cancellation fee once a client has booked a vehicle will be charged.  
There will be no refunds on early returns

**20 VALET:** A wash and vacuum valet fee from R35.00 up to R500.00 may be charged if the vehicle is returned in a dirty condition. Any mud under the vehicle and in the upholstery will incur an R500.00 fee. Also any upholstery stains an R500.00 valet fee will be charged. If the stains cannot be removed the client will be liable for the cost of replacing the upholstery. All baby chairs will incur an R120.00 cleaning fee if returned dirty.

**21 ONE WAY RENTALS:** This is permitted only if prior arrangement has been made with McHire and is subject to a drop off charge.

**22 LOST PROPERTY:**

i. McHire shall not be liable for any loss of property, left in or transported in the hire vehicle.

**23 MISUSE OF VEHICLE:**

i. The hirer shall not sub let the vehicle and shall not permit the vehicle to be used for racing, towing, rallying or in competition of any kind or for the carriage of passengers for reward or in any manner which is likely to damage the vehicle.

**24 CONDITIONS OF RENTALS:**

i. All contracts are subject to our standard rental agreement which may change without notice.  
ii. If any of the terms and conditions of this agreement are breached by the hirer or any person who drives or uses the vehicle during the period of hire or if in the sole and absolute discretion of McHire the hirer or any such person is not able or capable to use the vehicle in a proper manner or in any manner which may be prejudicial to its rights to claim from the hirer the prescribed rental and damages suffered by it as a result of the breach of contract or prejudicial use of the vehicle including any consequential or prospective damages which it may suffer. In such event the hirer shall be responsible for payment of all costs as between Attorney and own client and collections commission incurred in connection with the recovery of possession of the vehicle or the recovery of any monies due to McHire.

**25 LEGAL COSTS:**

i. If the hirer is a firm, Partnership, Close Corporation, Company, Voluntary Association or Club then the signatory to this Agreement hereby warrants and undertakes that he/she has the necessary authority to enter into this agreement and that he shall be personally liable whether or not he had such authority for all the hirer's obligations under this Agreement and more specifically for payment of any monies which are or may become due by the hirer to McHire.

**26 FINAL INVOICE**

**THE HIRE TOTAL IS ONLY CALCULATED AT THE END OF THE HIRE, WHEN THE VEHICLE HAS BEEN RETURNED REFUELED AND ASSESSED AT OUR DEPOT**

**27 Conditions And Prices are Subject to change without notice.**

**28**