

TERMS AND CONDITION.

The lesser hereby to the vehicle described in our agreement are subjected to all terms and condition is here in. Cars hired subject to the following condition and no variation will be operative unless recorded in writing or signed by on behalf of Drive Smart Car Rental Zimbabwe.

1. Rental requirements and Payments

1.1. Payment cash / company order

1.2. Full names residential, postal address and telephone number (home and business address)

1.3 A valid drivers license and original passport or ID

1.4 The renter shall be at least 22 and not over than 75 years of age. In case of group G&K the minimum age of the driver is 25years.

1.5 A minimum of at least 2 years of driving experience of driving a motor vehicle, and dully licensed to drive in Zimbabwe and and not have been convicted of a motoring offence, or had his / her licenses endorsed or cancelled within 5 years.

2. Rental Period

2.1 Rates are quoted per day 24 hours, with the exception of when hiring with driver where we will charge 12hours. The renter shall return the vehicle to Drive Smart Car Rental at the agreed time and date. A grace period of two hours is granted before charging an extra day. Not returning the rented car on the agreed date and time will be treated as a criminal offence Drive Smart Car Rental will report you to the law enforcement agents for using the vehicle without our consent.

3. Cancellation and Refund

3.1 Cancellation of the rental agreement will be done at Drive Smart Car Rental offices and will with hold 25% of the total rental amount as cancellation fee.

4. The charges for hire are as laid down by the company the company , but no car will be hired out unless the prescribed deposit or official order of an approved company is first deposited with the company, the company shall be entitled to deduct from the deposit made by the renter any claim it may have against the renter by any reason of any breach by the obligation in this contract.

4.1 For the purpose of computing amounts due, the renter will be personally be liable to pay lessor on demanding kilometers charged computed rates at the specified overleaf. The number of kilometers over the vehicle operated shall be determined by the speedometer installed by the manufacture unless it cease operating efficiently through mechanical breakdown or it has been tempered with in any way, the renter shall furnish the company with full particulars in which the car has been put during the period of hire shall be determined by the road distance.

5. Factors That Negate Cover

5.1 Driving without due care and attention

5.2. Gross negligence

5.3. Driving under the influence of alcohol or any illegal substance (drugs)

5.4. Unsuitable driving road conditions

5.5 Unauthorized persons driving the vehicle

5.5.1 The renter shall not convey in the car a number of persons than that of which the the car is normally constructed to carry.

5.5.2 The renter shall not not use the hired car for racing, towing or the conveyance of any merchandise or for carriage of persons for reward.

5.6 Not adhering to traffic, road and driving regulations

5.7 Failure to obtain authorization from Drive Smart Car Rental to extend the pre-booking rentals in advance.

5.8 Not reporting the accident to Drive Smart Car Rental immediately

6. **CROSS BORDER:subject to approval from Drive Smart Car Rental Zimbabwe**

6.1 A letter of authorization or confirmation must be requested from Drive Smart Car Rental Zimbabwe at the time of reservation for all cross border travelling. All necessary documentation regarding the vehicle must be obtained from Drive Smart Car Rental Zimbabwe 48 hours before crossing the border.

6.2 Drive Smart Car Rental Zimbabwe will not be held responsible if a renter refused entry into another country.

6.3 The renter will pay for any cross border fees that may arise whilst crossing the border

6.4 Anon-refundable cross border fee will be levied by Drive Smart Car Rental Zimbabwe for vehicles crossing the border and is payable directly by the renter.

6.5 An accident administration fee will be levied should an accident/theft occur outside the borders of Zimbabwe according to section 6. All cost and fees that are incurred to retrieve vehicle and assist the renter will be charged direct to the renter.

7. **THIRD PARTY CLAIMS**

7.1 Should the renter involved in an accident where the fault was not that of renter, the renter is responsible and liable for non-waiverable excess liability until a third party recovery has been made by Drive Smart Car Rental Zimbabwe will reimburse the renter the amount paid less the administration fee of **\$100USD**.

7.2 For third party claims were fault is with the renter these will be an additional third party handling charge **\$380 USD**.

7.3 For third party claims were fault is with the renter, Drive Smart Car Rental Zimbabwe will settle claims through our insurance to a maximum claim amount **\$4 000usd** after which any additional claim amount the liability will be the for the renters account.

8. The renter shall be responsible for any damages caused by fire accidents, collision or overtaking whether caused by negligence or not and except where additional insurance is arrange in which the events the renter's rights and obligation shall be governed by the terms of such.

8.1 The renter is liable for any towing, storage, release, glass, tyres, rims, body, water and undercarriage damage to the vehicle.

8.2 Vehicle maintenance is included in the rates. Fuel is not include in any quoted rates.

8.3 The renter shall report to the company immediately by telephone, telegram, or personal message any breakdown or theft of the car or ant accident which the car is involved and shall affect such emergency repairs to the car as may be necessary.

8.4 Not reporting collision to the Drive Smart Car Rental Zimbabwe and the nearest **police station** within 24hrs, and a police reference number must be obtained.

8.5 Failure to report the exact details of the last location of the vehicle prior to theft and to produce car keys unless exceptional circumstance apply and are proven.

9. The renter shall be at the expiration of the period of hire or extension therefore return the car to the company in the same condition as when delivered, fair wear and tear alone accepted, together with all tools accessories, spare parts and any other equipment and the cost of replacing the cost of damage to the damaged equipment.

10. The renter shall during the period of hire or any extension thereof maintain a sufficient quantity of oil and water in the car and in the car and shall keep and maintain the tyre sufficiently inflated in the event of failing to comply with these conditions the renter shall be responsible for all loss damage to the company as a result of such failure.

11. The renter shall be liable to pay expense incurred by the Drive Smart Car Rental in obtaining the return of the car to the premises.

11.1 11.1 The renter shall take delivery of the vehicle at the place specified on the rental agreement.

The renter shall have no claim against Drive Smart Car Rental Zimbabwe if the vehicle is not available delivery, other than refund of any amount paid or pro rata thereof.

11.2 Where the delivery take place outside of the place and time specified, the renter's acceptance shall not constitute the delivery as being unsolicited.

11.3 On the return date the renter shall return the vehicle at the renter's risk and expense Drive Smart Car Rental Zimbabwe at the place specified in the rental agreement and the keys must be handed to a Drive Smart Car Rental Zimbabwe authorized representative and the vehicle be parked in a designated parking bay and locked. The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear accepted.

11.4 The vehicle shall be at the renter's sole risk from the date of delivery up until the date the vehicle return to Drive Smart Car Rental Zimbabwe.

11.5 By the renter's signature hereto the renter acknowledges that the vehicle is delivered by Drive Smart Car Rental Zimbabwe free of any damage whatsoever and in good order and repair unless such damage is recorded in writing signed by both parties on rental agreement or on the vehicle condition document.

11.6 In the event of the vehicle's keys being placed in a drop-off safe as a result of the designated return location being closed, then the parked vehicle shall be at the renter's sole risk of loss or damage until Drive Smart Car Rental Zimbabwe has recorded the return thereof.

11.7 Failure to return the vehicle in terms of the agreement shall constitute illegal possession by renter and Drive Smart Car Rental Zimbabwe may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof.

11.8 One way rentals are available at the prescribed fee. These drop off charges are billed direct to the renter. One way rentals to a non-Drive Smart Car Rental Zimbabwe office are available on request.

12. The company shall be entitled and is authorized on signing this agreement, to receive from its insurers all sum of money payable from time to time and by virtue of its applicable insurance.

12.1 The renter shall be liable for all fines or penalties imposed by traffic offence while the vehicle is being used pursuant to this agreement.

13. The renter may choose Domicillum citandi executandi at a local address given to him/her at the reverse side hereof and all notice and process require to be delivered or served shall be deemed to effectively delivered or saved to such address.

14. This agreement constitute the entire contract between the parties hereto otherwise than as maybe recorded herein.

15. No warranty or representation or promise or undertaking has been given or made by either party to the other except as recorded in this agreement.

16. Owing to adverse road conditions, the use of UN-surfaced road, or within national parks communal area etc,

17. The rental acknowledge damages he/she may discover prior hire and first speedometer reading as the basis of latter assessment of driven kilometers.

17.1 All speedometers are sealed and if found to have been tampered with, a charge of 2500km per day will be charged at a rate of 35cents per kilometer.

NB: The renter hereby choose Domicillum citandi executandi at residential address given on this and parties hereto consent to the jurisdiction of magistrate's civil court notwithstanding that the claim might exceed the jurisdiction of the magistrate's.

I..... have read and understood the terms and conditions
SIGNED.....ID.....DATE.....