



Terms and Conditions:

1. Your contract with Classicdepot (Pty) LTD

With signing our rental contract you accept the conditions set out in this rental agreement. Please read this agreement carefully. If there is anything you do not understand or do not agree with, please contact us before signing the contract

2. Rental period

You will have the vehicle for the rental period as shown in the contract. We may agree to extend this rental period but the rental period may never be more than 30 days.

If you do not bring the vehicle back on time you are breaking the conditions of this agreement. We can charge you for every day or part-day you have the vehicle after you should have returned it to us. Until we get the vehicle back we will charge you the daily rate published

3. Your responsibilities

You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it, and use any security devices fitted to it or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel (LRP).

You are responsible for any damage to the vehicle caused by hitting low-level objects, such as bridges, low branches, speed humps or kerbs.

You must not drive off road or on dirt and gravel surfaces as this can cause damage to car paint work.

You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.

You must not let anyone work on the vehicle without our permission. If we do give you permission, we will only give you a refund if you have a receipt for the work.

You must let us know as soon as you become aware of a fault in the vehicle.

You must bring the vehicle back to the place we agreed, during the opening



hours displayed at that place. One of our staff must see the vehicle to check that it is in good condition. If we have agreed that you may return the vehicle outside business hours, you will remain responsible for the vehicle and its condition until it is inspected by a member of staff

You will have to pay for reasonable costs of repair if:

We have to pay extra costs to return the vehicle to its condition when the pre-rental inspection was carried out (for example, if extra valeting time or special material or equipment is needed to restore the vehicle to its pre-rental condition); or you have damaged the inside of the vehicle

Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle. We will try our best to return any items found in the vehicle but can not be held responsible for loss of personal items. You must abide by any specific instructions relating to each car as explained during the familiarisation process

4. Our responsibilities

We will maintain the vehicle to at least the manufacturer's recommended standard. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period. Also, if you are not renting the vehicle for business purposes, we are responsible for loss caused by:

- the vehicle not matching our description of it;
- the vehicle not being of the quality that you would be entitled to expect from a rental vehicle;
- the vehicle not being fit to drive; or
- us not having the legal right to rent out the vehicle

We are responsible if someone is injured or dies as a result of our negligence, act or failure to act. We are also responsible for losses you suffer as a result of us breaking this agreement and the losses are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could have been contemplated by you and us at the time the vehicle is rented.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

5. Property

We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence or a breach of the contract.



6. Conditions for using the vehicle

The vehicle must only be driven by you and any other named driver, or by anyone else we authorise in writing. Anyone driving the vehicle must have a full SA or international valid driving licence and meet the following criteria:

- be aged between 25 and 75 inclusive on the final day of hire
- has not been convicted of a motoring offence or had their licence suspended or had their licence endorsed with more than 6 fixed penalty points within the last five years
- has not been refused motor insurance
- does not have a mental or physical defect or infirmity that affects their ability to drive an unadapted vehicle (if in doubt, please contact us)

The hirer will not:

- use the vehicle for hire or reward;
- use the vehicle for any illegal purposes;
- use the vehicle for racing, pacemaking, testing the vehicle's reliability and speed or teaching someone to drive;
- use the vehicle while under the influence of alcohol or drugs;
- drive the vehicle outside South Africa unless we have given you written permission;
- load the vehicle beyond the manufacturer's maximum weight recommendations and make sure that the load is secured safely;
- if the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one.

7. Towing

You or any other authorised driver must not use the vehicle for towing unless we have given you written permission.

8. Charges

We work out our charges using our current published price list. You will pay the following charges:

The rental and any other charge we work out according to this agreement;

Any charge for loss or damage resulting from you not keeping to condition 3. A refuelling service charge if you have used, and not replaced, the quantity of fuel that we supplied at the start of the original rental. The charge will be



based on the rates printed on the rental agreement .

All fines and court costs for parking, traffic or other offences (including any costs which arise if the vehicle is clamped or impounded). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay our reasonable administration charges which arise when we deal with these matters.

The reasonable cost of repairing any extra damage which was not noted on our damage control diagram over the page at the start of the agreement, whether you were at fault or not (depending on 4). And the reasonable cost of replacing this vehicle if it is stolen, depending on any insurance you have (as set out in 9), if any when we demand this payment.

In exceptional circumstances we reserve the right to apply a loss-of-income charge if due to customer negligence we cannot rent out the vehicle because it needs to be repaired, it is a write-off (can't be repaired) or it has been stolen and we are waiting to receive full payment of the vehicle's value. The charge will be calculated by an independent assessor based on the likely lost revenue using historical data at the published daily rate. This clause specifically refers to instances of exceptional abuse, carelessness or negligence where the customer is at fault.

Any costs or charges arising from the use of incorrect fuel

Any charges arising from Customs and Excise seizing the vehicle, together with a loss-of-income charge while we cannot rent out the vehicle, if and when we demand this payment.

Any published rates for delivering and collecting the vehicle were applicable.

Interest which we will add every day to an amount you do not pay us on time, at the rate of 4% a year above the base lending rate of ABSA Bank from time to time. Value added tax and all other taxes on any of the charges listed above, as appropriate. You are responsible for all charges, even if you have asked someone else to be responsible for them.

9. Insurance

Our vehicles are supplied with comprehensive insurance cover. There is not a Damage Waiver option available. A credit card check will be conducted refundable before hire commences to cover the insurance excess which is R5,000 – R20,000 depending on car hired.



10. Choice of car

In the event of the chosen vehicle being unavailable for any reason, the hirer will offer an alternative vehicle if available. In the event of an alternative vehicle being unavailable the hirer's responsibility is limited to return of all payments made by the hirer to date.

11. Gift Vouchers

Gift vouchers are valid for 12 months from the date on the voucher – where appropriate. For an administration fee of R200 vouchers may be transferred to an alternative driver – subject to meeting these terms and conditions – but no refund is available on unused. Once the gift voucher has been used to book a specific date then our normal cancellation policy applies.

12. Vehicle contents

The vehicle will be supplied with various contents including information pack, maps, guide books, spares, tools and other materials. These remain the property of the hirer and must be returned at the end of the hire period. Failure to do so will result in a charge for replacements.

13. No Smoking and Pets

We kindly request that you and your passengers do not smoke or allow pets into our vehicles. Failure to comply will result in hire being cancelled and a charge being levied.

14. 24/7 Roadside Assistance

All our vehicles are covered by full AA Roadside Assistance cover which is valid 24 hours, 7 days a week. Details are supplied in the travel manual supplied with each vehicle. **Winston is available on Helpline +27 (21) 5101210 (office from 8am to 5pm) or mobile +27 (82) 9581396 (work) or mobile +27 (83) 6299556 (privat)**

15. What to do if you have an Accident

If you have an accident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also:

- make the vehicle secure;



- tell the police straight away if anyone is injured or there is a disagreement over who is responsible; and
- call our office straight away. An accident report form must be completed straight away and submitted to us immediately.

16. What to do if you Breakdown

As we specialize in classic cars they have a higher probability of breaking down. If the event of a breakdown you should do as follows:

- Contact Classicdepot break down recovery straight away
- Do not under any circumstances tow the vehicle unless authorized by Classicdepot
- Classicdepot will decide appropriate action to take ie: onsite maintenance, replacement vehicle or providing external recovery
- Breakdown recovery is limited to a 200km radius from Cape Town City Bowl
- If breakdown occurs Classicdepot will do all that is reasonably possible to assist in getting you back on the road within the shortest possible time.

17. Data Protection

You agree that we may use any information you have given us to carry out our own market research.

18. Ending the agreement

If you are a consumer we will end this agreement straight away if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We may end this agreement if you do not meet the main requirements of this agreement.

