

RENTAL (LOAN) AGREEMENT

Date

Time

Driver Details

Driver Name		Gender	
ID No.		License Valid (Y/N)	
License No.		Mobile Number	
Email Address			
Address (Line 1)			
Alternate Driver Name:			
Fuel Card Details		E-Toll Number	

Car Details

Vehicle Registration Number		Car Make	
Car Model		Car Color	
Car License		VIN	
Engine Number		Kilometers	

Tools & Fuel Checklist

Tools	☐ Yes ☐ No
Spare Wheel	☐ Yes ☐ No
Fuel Level	☐ 1/4 ☐ 1/2 ☐ 3/4 ☐ Full

Check out

Date	
Time	

RENTAL TERMS AND CONDITIONS

1. DEFINITIONS

- "Vehicle" means the vehicle rented by the Renter, including all tires, tools, accessories, and equipment.
- "Renter" means the person or organization renting the Vehicle.
- "Rental Period" means the period of time the Vehicle is rented, as specified in the Rental Agreement.
- "Rental Agreement" means the agreement between Orange Executive Cars and the Renter, which includes these Terms and Conditions.

2. RENTAL REQUIREMENTS

- The Renter must be at least 18 years old and possess a valid driver's license.
- The Renter must provide a valid drivers licence and ID/passport as well as POP in their name for release of rental and security purposes.

3. VEHICLE RENTAL

- The Vehicle is rented to the Renter for the Rental Period, as specified in the Rental Agreement.
- The Renter shall return the Vehicle and its possessions e.g. keys, fuel and e tags to Orange Executive Cars at the end of the Rental Period, in the same condition as when rented, reasonable wear and tear excepted.

4. PAYMENT TERMS

- The Renter shall pay Orange Executive Cars the rental fee, as specified in the Rental Agreement.
- The Renter shall also pay Orange Executive Cars for any additional services rented, such as fuel, car wash, damages and fines.
- Payment shall be made upfront before collection, and the Renter accepts Orange Executive Cars to charge their account for all amounts due.

5. INSURANCE

- The Vehicle is insured against damage or loss, subject to the terms and conditions of the insurance policy.

- The Renter shall be liable for any excess or deductible applicable to the insurance policy.

6. RESPONSIBILITY FOR DAMAGE OR LOSS

- The Renter shall be responsible for any damage or loss to the Vehicle, including damage caused by negligence or reckless driving.
- The Renter shall also be responsible for any damage or loss to third-party property.

7. MAINTENANCE AND REPAIRS

- The Renter shall be responsible for maintaining the Vehicle in good condition, including checking the oil and tire pressure.
- The Renter shall not make any repairs, remove or make modifications to the Vehicle without the prior written consent of Orange Executive Cars.

8. CANCELLATION POLICY

- If the Renter cancels the Rental Agreement more than 48 hours prior to the commencement of the Rental Period, Orange Executive Cars shall refund the rental fee in full.
- If the Renter cancels the Rental Agreement less than 48 hours prior to the commencement of the Rental Period, Orange Executive Cars shall retain the rental fee in full.

9. GOVERNING LAW

- These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa.

10. DISPUTE RESOLUTION

- Any disputes arising out of or in connection with these Terms and Conditions shall be resolved through arbitration in accordance with the rules of our representees of OEC attorneys.

11. EXTENSION OF RENTAL PERIOD

- If the Renter wishes to extend the Rental Period, they must provide Orange Executive Cars with at least 24 hours' written notice.
- Orange Executive Cars reserves the right to accept or decline the request for an extension, subject to availability of the Vehicle.
- If the request for extension is accepted, the Renter shall pay the additional rental fee, as specified by Orange Executive Cars.

12. RESPONSIBILITY FOR TRAFFIC FINES

- **The renter is fully responsible for any traffic fines incurred during the rental period. It is the renter's obligation to ensure that all fine-related invoices are generated on time. Failure to do so will result in the renter being liable for the full cost of the fine.**

13. ADDITIONAL CHARGES

- The Renter shall be liable for all additional charges, including but not limited to:
 - Waiver fees
 - Administration charges
 - Collection charges
- These charges shall be billed to the Renter's credit card or account, as applicable.

By renting a vehicle from Orange Executive Cars, the Renter acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.

NAME OF THE CLIENT: _____ **DATED:** _____

SIGNATURE: _____