eCar Rental South Africa, Rental Terms and Conditions

1. DEFINITIONS

1.1 “Brochure” means the pamphlet or rate sheets published by eCar Rental South Africa containing current tariffs, available on request.
1.2 “Customer” means, jointly and severally, the signatory and any person on whose behalf the signatory signs the agreement.
1.3 “Damages” includes expenditure on towing, transport, storage, repair, parts and accessories, excluding normal wear and tear, and an expert’s inspection and report. An invoice or quotation produced by eCar Rental South Africa is prima facie proof of expenditure.
1.4 “Extended period” means the period after the return date requested by the Customer and agreed by eCar Rental South Africa by reference number.
1.5 “Rental period” starts on delivery of the vehicle and ends on the return date or at the end of an agreed extended period.
1.6 “Return date” means the date stated on the face of the agreement for return.
1.7 “Vehicle” means the vehicle described on the face of the agreement, including any replacement, keys, accessories and additional equipment.
1.8 “Exceptions liability” means double the liability waiver stated on the face of the agreement.

2. AUTHORISED DRIVERS

2.1 By signing, you confirm that you have a valid, unendorsed driver’s licence. We may verify that it was validly issued and refuse a rental if it has been suspended, revoked or restricted.
2.2 An additional driver is authorised only if named on the face of this agreement or an attachment, the additional driver charge is paid, and the driver has held a valid, unendorsed licence for at least two years. All drivers must carry the appropriate valid licence while driving. You remain responsible for the vehicle and your obligations when another person drives it.

3. RENTAL, PAYMENT AND DEPOSIT

3.1 We let and you hire the vehicle for the rental period at the agreed rate on the face of the agreement, plus additional charges. Where additional charges are not stated, the brochure or another agreement between the parties applies. You pay applicable taxes, miscellaneous service charges and fuel.
3.2 Payments are due on demand, at the latest on expiry of the rental period, unless agreed otherwise. You shall not set off or withhold an amount due under the agreement. If a payment is overdue, eCar Rental South Africa may charge interest at the applicable lawful rate.
3.3 Unless otherwise agreed, daily rental is calculated in 24-hour periods from the start time. A late return enters a further 24-hour period. Late returns must be brought to our attention before the vehicle is due back. An additional day’s rental may apply. The face of this agreement states the early-return charge and late-extension payment penalty.
3.4 An extension must be requested and approved before the return date. The extension amount must be paid before the rental ends. Rates and waivers may change by agreement; the original terms continue. We may request a vehicle inspection when an extension is sought.
3.5 A deposit or pre-authorisation may be required. Applicable charges may be deducted and the balance refunded when the Customer has complied with the agreement, or within 14 working days after return. Charges identified later remain payable. The renter must provide card or bank details for a refund at the rental start; otherwise a R100 manual refund administration fee applies.

4. DELIVERY AND RETURN

4.1 We may refuse delivery if a requested advance payment or deposit is not made. You take delivery at the specified place. The agreement provides for a refund of amounts paid if the vehicle is unavailable; statutory rights remain applicable.
4.2 The vehicle is deemed to be in good order, condition and repair and properly filled with petrol, oil and water unless you notify us and obtain a reference number to the contrary within two hours after delivery. Inspect and record damage and equipment on collection. Ensure additional equipment is properly fitted and suitable.
4.3 The renter is liable for fuel used to deliver and collect the vehicle at a predetermined place. Kilometres, tolls and fuel are charged depot to depot as stated on the face of the agreement.
4.4 On the return date you must return the vehicle at your risk and expense to the specified location unless alternative arrangements are made and a reference number obtained; pay damages and other losses as provided in this agreement; and, if required, pay for valet cleaning.
4.5 Park in the designated or agreed location, lock the vehicle and hand the keys and equipment to an authorised representative, or use an approved key drop. The Customer and eCar Rental South Africa should complete a return inspection report. Return to an agreed different location may attract a disclosed drop-off fee. The vehicle and equipment remain at the Customer’s risk until return is registered, subject to applicable law.
4.6 Return the vehicle with the agreed fuel level and in a clean and tidy condition. Refuelling and cleaning charges apply as set out on the face of the agreement.

5. YOUR OBLIGATIONS

5.1 The vehicle and its keys are at your risk during the rental period. You shall not hire or lend them to anyone not named on the agreement, or allow an unauthorised person to possess or drive the vehicle.
5.2 You shall not permit unlawful use, use for a purpose for which the vehicle was not designed, overloading, or exposure to civil or public disturbance or unrest. You shall not use it for purposes other than transportation of you and your party. Towing, loads outside the vehicle’s specifications, motor sport and use on unsuitable roads are prohibited unless eCar Rental South Africa has given prior written authorisation where applicable.
5.3 Protect the vehicle and keys from theft and damage. Lock and immobilise the vehicle when not in use, and keep the keys secure. Animals require prior approval; smoking, including e-cigarettes, is prohibited. Necessary cleaning may be charged.
5.4 Maintain water and oil levels and arrange servicing at the required intervals. If the vehicle malfunctions, displays a warning or shows signs of overheating, stop immediately and notify us. Continuing to drive may result in liability for damage. Do not authorise towing, repairs or servicing without our prior written consent. Unauthorised towing is payable by the renter.
5.5 In the event of collision, accident, theft or loss: report the event to us and the police or traffic department within one hour of it coming to your attention; complete all required documents and ensure the driver does so; and provide assistance to deal with the incident. Where safe, obtain details of other parties, witnesses and vehicles. Do not admit liability, settle a claim or release a party without our written approval. Secure the vehicle and use an approved towing provider. Provide police case details and requested claim documents.
5.6 If anyone else drives, you remain liable for your obligations as if you had been the driver. We have the right to terminate the rental. If the vehicle is stolen and the keys cannot be produced, the renter is responsible for the full value of the vehicle.
5.7 The vehicle may not be taken outside South Africa without prior written authorisation. Request approval at least three days before booking. Travel to Zimbabwe, Malawi and Angola is prohibited. Approval for other countries is subject to suitable roads and disclosed charges. The Customer is responsible for approved cross-border repair and return costs; repairs require prior written approval. Third-party liability cover excludes cross-border travel.

6. DAMAGE AND LOSS WAIVERS

6.1 **Waivers declined.** If you decline the waivers, you are responsible for loss of or damage to the vehicle, regardless of fault or cause, including theft. If stolen or damaged beyond repair, replacement value is determined by the Auto Dealers Guide recommended retail selling price for the same year, make and model in the month of first registration, reduced by 1% for each month until the vehicle is declared beyond repair and further reduced by salvage proceeds. Costs are payable on presentation of an invoice.
6.2 **Waivers accepted.** Damage and loss waivers are subject to their terms and are summarised on the important facts sheet. Where applicable, liability for loss or damage is limited to the contracted amount on the face of the agreement, plus a full tank of fuel if the vehicle is not drivable, towing and storage charges. Repair liability is the lower of the repair cost and the contracted waiver liability, plus towing and storage.
6.3 A waiver applies provided you comply with the agreement and South African road laws. Failure to report an accident within 24 hours or complete a claim form within three days, travelling on a gravel road above 60 km/h, speeding, use of drugs or alcohol, a single-vehicle accident between 1 a.m. and 4 a.m., use of a cellular phone, running a red traffic light or another traffic offence at the time of the accident negates the waiver under the original agreement and may result in full liability for damages, losses and costs. The reporting obligation in clause 5.5 also applies.
6.4 Waivers do not cover gravel roads, glass, tyres, rims or negligence as stated on the face of the agreement, and are subject to the applicable liability and claim handling fee stated there. Optional tyre and windscreen, hail, minor damage or third-party liability and reduced-excess products apply only if offered and selected in writing and subject to their terms. Tyre and windscreen protection excludes rims and other glass.
6.5 Third-party cover for corporate customers and agents requires approval; an agent must also have a partial bill-back account. Confirm cover, limits and excess in writing. Exceptions liability under clause 1.8 is double the selected excess for a write-off, single-vehicle or hit-and-run accident, and theft or hijacking, subject to the applicable waiver terms.

7. OWN INSURANCE

7.1 If the Customer selects own insurance, proof must be provided for approval by eCar Rental South Africa at its discretion. The original agreement requires the Customer to elect and pay for collision damage and theft protection waivers. The vehicle is hired at the Customer’s risk from delivery until return.
7.2 The Customer’s insurance must cover loss of revenue; otherwise the Customer is liable for loss of revenue while the vehicle is not rentable. The Customer is liable for damages and total loss, including hail and other acts of God, whether attributable to fault or negligence or not, and for rental charges until damages are settled or the vehicle is replaced following a total loss.
7.3 For theft or uneconomical repair, replacement value is the retail value in the Auto Dealers Guide at the time of loss, plus accessories, spares, equipment and tools. If the vehicle is less than one year old, the cost is the retail value of a new vehicle. Accessories, spares, equipment and tools are replaced as new.

8. PERSONAL ACCIDENT INSURANCE

eCar Rental South Africa does not provide personal accident insurance. It is your responsibility to insure passengers for loss or damage resulting from an accident.

9. EXEMPTION

We shall not be liable for direct or indirect loss arising from a defect, mechanical failure, safety, driving or use of the vehicle, including consequential loss, loss of profits or special damages, or for breach of the agreement. No warranties are given as to condition, repair, performance, year, odometer reading or other matters. This clause is subject to rights and liabilities that cannot lawfully be excluded.

10. TRACKING DEVICES AND PERSONAL INFORMATION

10.1 The vehicle is fitted with a driver-behaviour tracking device. In the event of crime or accident, data may be used and shared to determine compliance with the agreement and law and the applicable liability.
10.2 eCar Rental South Africa may use cellphone triangulation, RICA and other personal information to track a stolen or overdue vehicle, subject to applicable law.
10.3 If driving is deemed reckless, we may terminate the contract. Failure to return the vehicle within four hours attracts a R7,000 recovery fee under the original terms.
10.4 The renter authorises sharing information for traffic-fine redirection, debt collection, criminal investigation and internal marketing within the group, subject to applicable law. Information relating to early termination or breach may be disclosed to relevant parties, including a credit bureau, subject to applicable law.

11. GENERAL

11.1 Notices are given to the address stated on the face of this agreement. Notices posted are deemed received seven days after posting unless proved otherwise. Provide legible contact details.
11.2 You consent to the jurisdiction of the Magistrates’ Court, and eCar Rental South Africa may institute proceedings in a High Court with jurisdiction, subject to applicable law. The English version prevails in a dispute.
11.3 Together with the important facts sheet, this is the entire agreement. No variation or cancellation is valid unless in writing and signed by you and us. An invalid provision is severable from the remainder. South African law applies.
11.4 We may recover expenses resulting from breach, including attorney and own client costs, collection commission and tracing costs, subject to law. Vehicle manuals and road traffic laws form part of the rental conditions. We may perform credit checks and activities required to trace the renter.
11.5 Traffic fines and infringements attract a R580 redirection fee. A copy of a fine may be provided at R300 per fine. Toll fees are charged at the applicable tariff plus R50 administration per toll bill, with no cap. The face of this agreement separately states R600 administration per fine and R50 for e-tolls used.
11.6 An extension must be paid before the rental ends; the original terms state a R500 per day late payment fee. If an unextended vehicle must be recovered, a R7,000 fee is charged; R1,000 is levied if you pay the recovery team. If an overdue vehicle is collected on instruction, a R500 administration fee applies. The face of this agreement separately states a R400 late extension payment penalty.

12. ELECTRIC VEHICLES

12.1 For an electric vehicle, the handover report records the charge level and any charger. Follow vehicle and charger instructions, do not use an extension cord with a portable charger, and stop charging if the charger or socket becomes hot.
12.2 Collection and return are at a minimum 75% charge. Maintain 20% to 80% where practicable and do not allow the battery to fall below 10%. Recharging, damaged charger and recovery costs may apply under the agreed rental details.

PLEASE READ CAREFULLY