



## **TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT**

Effective 02/02/15

### **OUR COMMITMENT TO YOU**

The Zimba Car Hire (ZCH) is a Zimbabwean car rental group servicing the car rental needs of the leisure and business traveler. We are committed to providing quality service and value for money. In particular, our vehicles are serviced and maintained in accordance with manufacturers' recommendations.

### **PAYMENT**

- Payment is to be paid before or on collection of the car. For all fees and charges, please refer to the Schedule of fees.
- ZCH rates are based on a 24hour rental period with a minimum one day charge even if the car is returned less than 24hours. For rentals over 24hours, an additional day rate applies e.g. if a car is picked up at 1000AM, it should be returned by 1000hrs on the agreed day. If returned at 1130hours, the daily charge applies. Thus when making a booking please ensure all your days are covered.

### **INSURANCE**

You will receive the benefit of the Zimba Car Hire's comprehensive insurance with its insurer in respect of damage to the Vehicle or damage to any third party property other than any property owned by You (or any friend, relative, associate or passenger) or any property in your physical or legal control provided you are not in breach of this Agreement and have not caused any other person to have acted in a manner which is in contravention of this Agreement.

Unfortunately comprehensive cover in Zimbabwe is limited to collision and fire damage. Any other damages to the car will be your responsibility.

**PLEASE NOTE, the cover does not cover people/passenger/driver injured in an accident. Thus Zimba Car Hire strongly encourages clients to have Travel Insurance.**

### **CLAIMS AND PROCEEDINGS**

Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim ('Incident'), or where damage or loss is sustained to the Vehicle or the property of any third party, You must ensure that You or any Authorised Driver:

- (a) promptly reports the Incident to the local police (if required by law); (b) promptly reports the Incident by phone call to us;
- (b) complete the police report and assist the attending police officer and complete insurance paper work found in the glove box
- (c) not, without Zimba Car Hire's prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident;
- (d) permits Zimba Car Hire or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name in relation to the incident;
- (f) completes and furnishes to Zimba Car Hire within a reasonable time any statement,

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information or assistance which Zimba Car Hire or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

**PROPERTY IN VEHICLE**

Unless Zimba Car Hire or a Zimba Car Hire employee acting in the course of their employment is negligent, Zimba Car Hire is not liable to any person for any loss of, or damage to any property: left in the Vehicle after its return to Zimba Car Hire; or stolen from the Vehicle or otherwise lost during the rental period

**DRIVER**

You agree and acknowledge that:

- (a) only You or an Authorised Driver will drive the Vehicle; and
- (b) You and any Authorised Driver hold a current license (not being a learner's license or provisional license) to drive the Vehicle and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months.
- (c) You are responsible for the acts and omissions of an Authorised Driver or any other person You allow to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of the Loss Damage Waiver option or Excess Reduction

**USE OF THE VEHICLE**

You and any Authorised Driver must:

- on a road which is properly formed and constructed as a sealed, metaled or gravel road.
- You and any Authorised Driver must not drive or take the Vehicle outside the official borders of Zimbabwe.
- not, without Zimba Car Hire's prior written consent, use, or allow the Vehicle to be used, to push/pull anything
- not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle (maximum of 5 for example Honda CRV),
- not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit;
- not use or allow the Vehicle to be used to carry passengers for payment of any kind; or to carry any inflammable, explosive or corrosive materials
- not use the Vehicle when it is damaged or unsafe; damage/fault caused by negligence driving, client is liable for repair costs

**MAINTENANCE, SECURITY AND SAFETY**

**Cleaning:**

The Vehicle must be returned in a reasonable state of cleanliness Smoking is not permitted in the Vehicles

You and any Authorised Driver must:

- maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications;
- fill the Vehicle with only the fuel type specified in the Manufacturer's Specifications;
- keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and

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- comply with all applicable seat belt and child restraint laws.
- You must not have repairs to the Vehicle carried out unless Zimba Car Hire authorises you to do so. Zimba Car Hire requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt to assist us to reimburse you for any repairs to the Vehicle authorised by it, provided that the cost of those repairs is verified. To the extent that Zimba Car Hire cannot verify the cost of repairs, Zimba Car Hire will not reimburse you

**RETURN OF VEHICLE**

You must return the Vehicle to Zimba Car Hire:

- the place, on the date and by the time shown on the Rental Document unless you have informed Zimba Car Hire of a change prior to the return date and Zimba Car Hire has agreed to the change, 48 hours' notice of intention to, less than 48 hours incurs a charge
- If You notify Zimba Car Hire that You wish to return the Vehicle to a location other than that stated on the Rental Document, Zimba Car Hire will advise You of the amount of the 'one-way fee' that You will incur.

**TERMINATION**

Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement. You may terminate the Rental Agreement at any time by returning the Vehicle to Zimba Car Hire and this will waive your \$50.00 deposit.

If in case of an accident and Zimba Car Hire is unable to provide you with a replacement car and you are not the at fault driver, your daily rate of unused days will be reimbursed. However, your \$300.00 excess deposit will be retained to cover insurance expenses whether at fault or not.

If you are at fault, your daily rate of unused days will be used to cover the 'down time' while the vehicles undergoes repairs.

If a replacement car has been provided, a 2<sup>nd</sup> security deposit of \$300 is required to cover the replacement car.

**Please note, there are some damages to the car that the insurance and Zimba Car Hire will not cover due to poor state of the roads and as such these costings are listed in the costing section and please familiarize yourself with them.**

We welcome your feedback. Please tell us by contacting us through our website (www.zimbarcarhire.com) or by phone or mail.

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|---------------------------------|-------|--------------------|
| Zimba Car Hire schedule of fees |       |                    |
| Mileage allowance per day       | 300km | Excess 40 cents/km |

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| Airport transfers/pick ups   | Free  | Free   |
|--|---|--|
| Car Rental   | Must be paid in full on or before car pick-up           | Paid in full on or before collection                                     |
| Booking Fee  | \$50  | Must be paid within 24 hours to secure booking                           |
| Booking Cancellation two or more weeks before car pickup date                                    | 100% refund   | We refund you  |
| Booking cancellation less than two weeks prior pick up date                                      | No refund   | You forfeit your booking fee   |
| Security Deposit   | \$300   | Must be paid on or before car pick-up                                    |
| Car cleaning expense   | \$10  | If the car is excessively dirty, or there is evidence of cigarette smell |
| Extension of booking period must be requested at least 48 hours before the car is due for return | \$50/\$60 (300km/day limit)<br>\$75/\$90 (unlimited km) | Granted only if there is a car available                                 |
| Late car return incur a penult   | \$60/\$70 per day                                       | Honda/Mazda,Nissan   |
| Shock replacement  | \$120   |  |
| Spring replacement   | \$80  |  |
| Control arm bushes   | \$180   |  |
| Rear suspension arms (if damage is due to impact and not wear and tear)                          | \$130   |  |
| Tyre replacement   | \$140   |  |
| Chipped windscreen   | \$90  |  |
| Starter motor (if damage is due to continuous) cranking  | \$130   |  |
| Headlamp   | \$180   |  |
| Indicator lamp   | \$80  |  |
| Rear indicator lamp  | \$120   |  |
| Mag rim  | \$75  |  |

Mechanic labour costs will be provided by the mechanic

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