



Dear Customer, please take a moment to acquaint yourself with our Terms and Conditions of rental. Thank you.

CONTACT DETAILS:
Head office: 16 Ernest Oppenheimer Ave, Bruma, 2026
P. O box 1200, Kempton Park, 1610
Tel (Head Office): +27 (0)11 479 4000
Fax (Head Office): +27 (0)11 453 6889
Central Reservations: 0861 TEMPEST (836 937)
www.tempestcarhire.co.za

TERMS AND CONDITIONS

This agreement is between the Renter and Tempest Car Hire a division of Imperial Group Limited, Registration Number 1983/009088/06 (referred to as Tempest)

1. RENTAL REQUIREMENTS AND PAYMENT

1.1 A valid voucher and/or debit and/or credit card must be presented at time of rental together with local contact details. We accept South African issued debit and cheque cards of major participating South African banks. These include Nedbank, Standard Bank, First National Bank, ABSA and Capitec. Regrettably we do not accept International Debit cards.
1.2 Full name, residential, postal address and telephone number.
1.3 Original Driver's Licence and passport or identity document. For International Renters, a driving permit must also be presented. Copies of the aforesaid documents will be made and held by Tempest.
1.4 Where the rental requires a credit card or debit card, a deposit is required on initiation of the rental.

2. GENERAL

2.1 Renter refers to any party to this agreement whether the driver, additional driver or authorised signatory.
2.2 A Tempest representative is a person in a Tempest uniform bearing a name badge.
2.3 Vehicles are rented subject to Tempest terms and conditions as contained in this agreement.
2.4 Please refer to your corporate agreement, travel agent, referring website or booking confirmation for all fees, rates, limited liabilities and applicable levies or charges. A Tempest Rental Agent can also assist with explanation of charges on your booking.
2.5 Daily rates are calculated strictly in cycles of 24 hours, from time of pick up to time of drop off.
2.6 If the vehicle is driven by anyone other than the Renter, the Renter shall remain liable for all higher obligations in terms of this agreement as if he/she had been the driver.
2.7 The vehicle is deemed to be returned only once the keys have been returned to a Tempest representative, or in terms of Clause 5 below.
2.8 The Renter agrees that the Renter is not allowed to permit any towing, repairs or servicing to be done to the vehicle unless authorised by Tempest.

3. DRIVING REQUIREMENTS

3.1 Government Legislation requires that whilst driving, the driver/s is/are required to have a valid unendorsed driver's licence in their possession.
3.2 Tempest requires the driver/s to be at least twenty one (21) years old and have held their driver's licence for a minimum of two (2) years.
3.3 An additional driver is authorised only if you pay an additional driver surcharge, and provided that the additional driver has held a driver's licence for a minimum of two (2) years.
3.4 A young driver surcharge will apply if the driver is under the age of 21.

4. DELIVERY OF VEHICLE

4.1 Renter shall take delivery of the vehicle at the place specified in the Rental Agreement.
4.2 Tempest cannot accept responsibility for late delivery of vehicle due to circumstances outside of our control.
4.3 The renter acknowledges that the vehicle is delivered by Tempest free of any damage and in good order and repair (unless such damage is recorded in writing).
4.4 Toll fees, fuel or game park entrance fees will be billed in addition to a delivery or collection charge.

5. RETURN OF VEHICLE

5.1 The vehicle shall be at the Renter's sole risk from the date of delivery up and until the vehicle is returned to Tempest.
5.2 Failure to return the vehicle in terms of this agreement shall constitute illegal possession of the vehicle by the renter, Tempest may repossess the vehicle at their discretion, the costs thereof to be for the payer's account.
5.3 On the return date the Renter shall return the vehicle to Tempest at the place specified in the rental agreement. Failure to do so will result in the rental cost as well as any subsequent damages to the vehicle being billed until the keys are returned to Tempest.
5.4 In the event that the location is closed then the keys placed in the drop off safe and the branch manager must be contacted with the date and time of the drop off. In this circumstance, the parked vehicle shall be at Renter's sole risk of loss or damage until Tempest has recorded the return.
5.5 Each vehicle is refuelled on termination irrespective of whether Renter has refuelled the vehicle and the Renter will be liable for a refuelling fee and the cost of the fuel.

6. EXTENSION OF RENTAL

6.1 If the renter wishes to extend the rental beyond the original return date, authorisation must be obtained from Tempest. Failure to do so will result in breach of all terms and conditions and Tempest will immediately negate all waivers. (see Clause 8 below).
6.2 Additional days will be charged directly to the Renter.

7. WAIVERS

7.1 Choosing Standard or Super Theft and Collision waivers limits the Renter's liability to the reduced liability amount charged in the event of loss or damage to the vehicle.
7.2 The Renter is responsible for the full replacement value of the vehicle should loss or damage be caused due to wrong and/or illegal actions or omissions (see Clause 8 below)
7.3 In the event of damage or loss, the Renter is liable for 2.5 times the standard or super "reduced liability" amount where:
7.3.1 The vehicle is uneconomical to repair; or
7.3.2 The vehicle was driven on roads unsuitable for driving that specific vehicle (which include, but are not limited to gravel roads, severely damaged roads and roads that require the use of 4x4 facilities); or
7.3.3 During week-end rentals. (rentals between Friday 12h00 and Monday 12h00); or
7.3.4 Where no other vehicle is involved; or
7.3.5 Stolen and hijacked vehicles; or
7.3.6 The damage is more than R50 000.
7.4 In the event of loss or damage to the vehicle and where the Renter has chosen to decline waivers, the Renter will be liable for all loss or damage or the replacement value of the vehicle irrespective of fault.
7.5 In the event of damage to the undercarriage and/or glass of the vehicle, Tempest may exclude such damage from the waiver.
7.6 Accepting Tyre and Glass waiver absolves the Renter of any liability or cost related to either repairing or replacing the tyre and/or glass on the vehicle should they be damaged by circumstances that are beyond the Renter's control. If the waiver is declined, the Renter will be liable for the full amount for repairing or replacing the damaged tyres and/or glass.
7.7 The Renter will remain liable for the payment of the limited liability even if the damage was caused as a result of force major (Acts of God – which include but are not limited to hailstorms, floods, strong winds, etc.)

8. FACTORS THAT NEGATE WAIVERS

8.1 Any wrong and/or illegal actions or the commission of a crime or failure to act which result in damage or loss of the vehicle.
8.2 Driving under the influence of alcohol, illegal substances or any substance that diminishes your capacity.
8.3 Unauthorised persons driving the vehicle.
8.4 Unauthorised cross border rentals.
8.5 Not adhering to traffic, road and driving regulations.
8.6 Failing to report the collision or damage to Tempest and the nearest Police Station within 24 hrs of the incident. Failure to report the loss and/or theft to Tempest and the nearest Police Station within 24 hours. Should the Renter/additional driver be incapacitated – Tempest reserves the right to request a medical doctor's report in this respect.
8.7 Failure to produce the vehicle keys in case of theft unless exceptional circumstances apply.
8.8 Not reporting the exact details of the last known location of the vehicle prior to theft.
8.9 Failure to obtain authorisation from Tempest and effect payment for rental extensions.

8.10 Not using the vehicle for its intended purpose.

8.11 Failure to sign and complete the Tempest Claim Form referred to in Clause 9.2 below in full.

8.12 Should the waivers be negated Tempest will repudiate any third party claims.

9. DAMAGE OR LOSS

9.1 Renter is required to contact Tempest immediately in the event of loss, theft or damage and a full report must be made to the nearest Police Station within at least 24 hours where an accident has occurred and 2 hours in the case of loss. A Police Services Case number must be obtained.
9.2 A Claim Form must be completed in full and signed by the Renter or additional driver; these are obtainable from any Tempest branch. Should the additional driver have completed and signed the Claim Form, the Renter will still be required to complete and sign a Claim Form.
9.3 Where the vehicle is not drivable, phone the Tempest call centre and an authorised towing company will be appointed to uplift the vehicle.
9.4 The Renter will be liable for the cost of obtaining copies of the Police Report as well as any additional documentation required to process the claim.
9.5 Supplying a replacement vehicle after a damage or loss incident is entirely at our discretion and we reserve our rights accordingly.
9.6 The Renter is not allowed to permit any unauthorised towing, repairs or servicing to be done to the vehicle and should such towing, repairs or servicing be done, Tempest reserves the right to subject the vehicle to a quality check, the cost of which will be paid by the Renter, together with the cost of the unauthorised towing and any re-repairs or re-servicing that may be required to meet Tempest standards.

10. THIRD PARTY CLAIMS

10.1 Should the Renter be involved in an accident where the fault was not that of the Renter, the Renter is still responsible and liable for the non-waiverable standard or super reduced liability until a third party recovery has been made by Tempest.
10.2 Tempest will reimburse the Renter the reduced liability amount or the pro rata liability amount once we have received final settlement from the third party, which settlement will be at Tempest's sole discretion to accept.
10.3 The Assessor's fee, towing, storage and claim handling fee is not refundable, regardless of a successful third party recovery.
10.4 If super collision waivers are accepted and no factors apply to negate the waivers (see Clause 8 above) then Tempest shall settle the third party liability claims to the maximum value of R50 000, the Renter is liable for the balance. This settlement is further limited to only one third party claim for direct damage caused to moveable property and excludes consequential loss.
10.5 Should the Renter fail to complete the Claim Form in Clause 9.2 above in full, or such Claim Form fails to reflect complete third party information, Tempest reserves the right to repudiate any claim made by such a third party.

11. CROSS BORDER TRAVELING

11.1 A cross border letter must be obtained prior to the Renter crossing any borders with the vehicle, the cost of issuing which the Renter will be liable for.
11.2 Vehicles are only permitted to cross the specific borders listed in the cross border letter.
11.3 All fees levied by the border authorities are for the responsibility of the Renter.
12. OPTIONAL ACCESSORIES
12.1 The Renter is responsible for the installation of any accessories (which include but are not limited to GPS devices, e-Tags and Future Renter Seats) rented and as such accepts liability for the loss or damage of such accessories.
12.2 Tempest, its agents or employees shall not be liable for any damage or loss, whether direct or indirect, arising out of the installation of such accessories.
13. RIGHT TO DISCLOSURE AND INFORMATION
13.1 The Renter is liable for the cost of towing, unauthorised towing, claim handling, assessment, storage, release, glass, tyres, rims, water and under-carriage damage to vehicle.
13.2 Should a vehicle require valet cleaning, the valet charges will be billed to the Renter.
13.3 Should the Renter disobey the traffic regulations which results in a fine, such notice will be directed to the Renter and the Renter will be charged a fine admin fee.
13.4 All open road tolling fees incurred will be charged to the Renter.

14. RIGHT TO EQUALITY

14.1 The Renter is satisfied that Tempest did not unfairly discriminate against them, treat them unfairly or in a manner that is different from the manner in which any other customer is treated in respect of the service provided.

15. RIGHT TO FAIR AND HONEST DEALINGS

15.1 The Renter acknowledges that he/she has had sufficient opportunity to consider all the implications of this agreement and have entered into it of his/her own free will and without any undue influence.

16. EXEMPTION FROM LIABILITY:

16.1 Tempest, its agents or employees shall not be liable for any damage or loss, whether direct or indirect, arising out of any defect or mechanical failure, safety of the vehicle or the driving or use of the vehicle, consequential damages, loss of profits, special damages arising out of any of the above. Tempest, its agents or employees do not accept any liability for any loss of or damage to any property transported in or left in the vehicle or any other damages or loss as a result of the conveyance of the driver and/or any other passengers. No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the vehicle are given by Tempest, its agents or employees.
16.2 Tempest, its agents or employees shall not be liable for any damage or loss for any personal belongings stolen or lost during or after the rental of the vehicle.

17. LEGALITIES

17.1 All notices and legal processes in terms hereof shall be given to the Renter at the address set out in the rental agreement (Renter's chosen legal address). Any notice posted to renter shall be deemed to be received 7 days after posting, unless Renter proves the contrary, and to Tempest at their registered legal address: 16 Ernest Oppenheimer Avenue, Bruma, Johannesburg.
17.2 The English version of this agreement will prevail in the event of a dispute.
17.3 This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by the Renter and Tempest.
17.4 Tempest may claim and recover from the Renter on demand all costs and expenses incurred by Tempest in consequence, directly or indirectly, of any breach by the Renter of this agreement, including attorney-and-client costs, collection commission and any costs of tracing the Renter or the vehicle and the recovery thereof.
17.5 The Renter acknowledges that a certificate given, as to the amount due and/or owing by the Renter, at any time subsequent to the signature of this agreement for the repayment of such amount, the extent of the Renter's obligations in terms of this agreement and the computation of the amount due and owing by the Renter shall be:
17.5.1 Binding on the Renter as proof of the amount of the Renter's indebtedness in terms of this agreement;
17.5.2 Shall be valid and enforceable as a liquid document against the Renter for the purpose of obtaining provisional sentence or judgement against the Renter for the purpose of obtaining provisional sentence or judgement against the Renter.
17.6 A provision of this agreement which is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity of the agreement as a whole.
17.7 This agreement shall be governed by the laws of the Republic of South Africa.
17.8 The Renter acknowledges and accepts all the charges charged by Tempest in terms of this agreement, including any charges relating to loss and damage to the vehicle.
17.9 The Renter authorises Tempest to conduct ITC checks or any other checks required by law on the Renter, if necessary.