



TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

By making use of this website (www.harley-davidsoncapetown.co.za) and selecting 'Rentals' to book a Motorcycle to rent, you ("The Renter / Rider") agree to the terms and conditions below.

DEFINITIONS

In this agreement, unless the context otherwise, the following expressions shall bear the following meanings.

"The Company": means Z WORX (Pty) Ltd (Registration number: 2016/210999/07) t/a Harley Davidson Motorcycle Rentals.

"The Renter": Also referred to as the "Rider" means all of the persons whose names appear on the Rental Agreement as Renter, Rider or Additional Rider and who have produced a valid unendorsed driver's license to the Company's rental agent and if and where required, their identity/passport documents

"The Rental Period": means the period between the commencement date of the hire of the Motorcycle and the end date, which dates are stipulated on the face of this agreement.

"The commencement date": being the date on which the Renter signs the agreement with Company.

"The end date": meaning the date which the Company takes delivery of the Motorcycle from the Renter.

"The extension of the rental period": which means an extension to the rental period as described above, which will come into effect should the Motorcycle not be returned to the Company for any reason whatsoever, on the end date.

"The Motorcycle": is as described in this agreement as being hired with all its keys, tyres, accessories, spares, documents, equipment and tools, in and on the Motorcycle when the Renter takes delivery of the Motorcycle at the renting location and includes any replacement for the Motorcycle which has been officially authorised by the Company for any reason whatsoever.

"He or His": means whenever used in reference to the Renter. "he or his shall", in the event of the Renter is a firm, partnership, corporation, company trust, voluntary association or club, be deemed to refer to such firm, partnership, corporation, company, trust, voluntary association or club.

"Waiver": means a reduction of liability in the event of an accident and or theft and or loss of a Motorcycle, excluding additional merchandise or extras.

"Damages": means any and all damages suffered by the Company, including the actual expenditure incurred in towing, transporting and/or storing the Motorcycle, repairing any damage (including tyre and rim damage), replacing of parts and/or accessories (without allowing for depreciation), payments made to an expert to inspect collision damage and report thereon, or any other damages, costs or expenses incurred by the Company of whatsoever nature and includes total loss where applicable and/or Third Party Damages.

"Third Party Damage" : means any claims made by a third party in respect of Damages or loss that the Renter has actually or is alleged to have caused to the property or vehicle of a third party;

"Additional Rider": means any person who has been identified on the first page of the rental agreement, as an additional rider and who has accepted responsibility as an Additional Rider in terms of the rental agreement by signature thereof.

"Young Rider": means any person who has been identified on the first page of the rental agreement

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as a young rider and who has accepted responsibility as a young rider in terms of the rental agreement by signature thereof. A young rider is a Renter who is under the age of 23 (twenty-three) years and is in possession of a valid rider's license for a period of 1 (one) year. A once-off young rider surcharge is payable.

"Holding Deposit": means a deposit held by the company on the inception of the rental for all additional costs incurred whilst hiring the Motorcycle.

"Damage Liability Amount": means the amount the renter is liable to pay for damage/ loss based on the type of Waiver selected and subject to terms and conditions of this agreement.

1. **RENTAL**

- 1.1 The Company rents to the Renter the Motorcycle with all accessories, equipment, spares, and tools. The Renter must ensure that the equipment checklist is completed prior to taking delivery of the Motorcycle.
- 1.2 The Motorcycle is hired to the Renter for the rental period as stated on the face of the agreement together with any extended period which may apply, and subject to the terms and conditions contained herein. In the event that the Renter wishes to extend the rental period, the Renter must request such extension at least 24 (Twenty-Four Hours) before the expiry of the current rental period.
- 1.3 The Company reserves the right in its sole discretion to terminate this agreement at any time should the Renter be in breach of the terms and conditions of this Agreement during the rental period. The company reserves the right to take possession of the Motorcycle upon breach of contract and termination of the agreement and shall not be obliged to provide the Renter with a similar or alternative Motorcycle under this or any further agreement.
- 1.4 The Renter may not terminate this agreement prior to the end date of the rental period without the prior written consent of the Company, which consent shall be requested within a reasonable time from the Company. Should the Company approve the reduction in the rental period, the Company is not obliged to grant the Renter a reduction on, remission or refund of, any changes for early termination.
- 1.5 The Company reserves the right, at its sole and absolute discretion and without obligation to provide reasons, to reject any Renter's application to rent a Motorcycle or accept any method of payment and the Renter shall have no recourse against the Company as a result thereof.

2. **RENTAL CHARGES PAYABLE**

- 2.1 The Renter undertakes to pay the Company all charges incurred in respect of rental, plus any, and all additional charges and miscellaneous services, which arise from this agreement.
- 2.2 The rental fees payable includes the following, but not limited to and subject to change within a reasonable notice period.

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- 2.2.1 A daily charge out rate as described on the "Rentals" page on the Harley-Davidson Cape Town website which the Renter has read, calculated on a 24-hour basis from the time the Motorcycle is delivered to the time the Motorcycle is returned and or alternatively collected.
- 2.2.2 The Damage Liability waiver charged, where applicable in terms of this agreement:
- 2.2.3 All payments in respect of rental and any other charges levied in terms of this agreement, together with any taxes, are due and payable on demand, and at the latest on expiry of the rental period. The Renter shall not set off or withhold payment of any amounts due to the Company in terms of this agreement for any cause whatsoever.
- 2.2.4 Additional fees and charges may be payable by the Renter for and on the rental of the Motorcycle if, and when, applicable. (Such as One-way fees; Delivery and Collection fees as specified in the "Harley Davidson Motorcycle Rental Brochure")
- 2.2.5 Mandatory charges can upon election by Renter include a contract fee, drop off fees, compulsory damage waiver, traffic fine administration fee, accident/damage administration fee and the holding deposit.
- 2.2.6 Upon the election of Renter: additional rider and or young rider surcharge. The minimum age of the Renter is 21 (twenty-one) years. The Renter further confirms that he is over the age of (21) (twenty-one) years and has had a valid rider's license (Code A or equivalent international driver's license / permit, IDP) for a period of more than 1 (one) year. If the rider is younger than 23 (twenty-three), a surcharge will apply and the rider must have a valid riders license for a minimum of 1 (one) year.
- 2.2.7 The Renter will be responsible for any traffic infringements whilst the bike is in your possession. The Renter will be liable to pay any traffic fine and an administration fee as indicated on the face of the agreement, for traffic fines issued against the Motorcycle while it was in the possession of the Renter. All fines will be redirected to the Renter.
- 2.2.8 The Renter will be liable to pay an accident/ damage administration fee, as indicated on the face of this agreement in respect of either an accident and or alternatively damages to the Company's Motorcycle or Third-Party Motorcycle and or property during the rental period.
- 2.2.9 Motorcycle keys, parts and Accessories and Merchandise which are lost/damaged must be reported to the Company as soon as possible. The new key will be purchased from the Manufacturer by the Company and the cost of replacement and cost of fitting will be for the Renter's account. Lost or damaged keys are not covered by any waiver option in terms of this agreement.

3. AVAILABILITY OF MOTORCYCLES

- 3.1 All makes and models requested by the Renter are subject to the availability of motorcycles within the fleet of the Company.

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3.2 The Company reserves the right to provide a similar or alternative make and/or model of Motorcycle to the Renter without prior notice. A similar or alternative Motorcycle will be provided at the same rate or less than the original rate, subject to the make and/or model of the motorcycle.

4. CANCELLATION / NO-SHOW PENALTIES

Cancellations are charged according to the below. Fees in percentage of total rental amount. Late collections and/or early returns do not qualify for rental refunds.

>25 days before collection	:	25%
14 - 24 days before collection	:	50%
1 – 14 days before collection	:	75%
No show or cancellation on day of collection	:	100%

5. THE RENTER'S OBLIGATIONS IN TERMS OF THIS AGREEMENT

5.1 The Renter is responsible for the maintenance of the Motorcycle while in his possession and must ensure that sufficient engine coolant, oil and fuel are maintained and that the tyre pressure and wheel alignment remain in the same state as on the date of delivery and or collection of the Motorcycle to the Renter. The Renter must ensure the correct fuel type for the Motorcycle is used when refuelling during the rental period. Oil, water, and other fluid levels must be topped up as required.

5.2 The Renter must ensure that the Motorcycle is secured, always protected, and is kept in a secure place when the Motorcycle is not in use. The Renter shall not cause or allow the Motorcycle to be neglected, abused, damaged, or modified in any way.

5.3 The Renter will make sure that the keys of the Motorcycle are under his control at all times.

5.4 The Renter shall make adequate provision for the safety and security of the Motorcycle, avoid high risk areas and will not abandon the Motorcycle under any circumstances.

5.5 The Renter must ensure that the Motorcycle is always driven on a public road. The Company reserves its right in its sole discretion to restrict the use of the Motorcycle in certain areas where there is a concern due to adverse road conditions, weather conditions and/or political unrest or any other condition.

5.6 The Renter must not cause or permit the Motorcycle to be driven unlawfully or illegally or to be used for any unlawful purpose or a purpose for which it was not designed, or in such a way to increase the risk of being damaged, lost or to be overloaded. The Renter must obey the rules of the road and local traffic regulations with specific reference to driving on the correct side of the road, adhering to traffic signals, lane changing and local speed limits.

5.7 The Renter is not permitted to use the Motorcycle outside of the borders of the Republic of South Africa or Namibia unless the Company has consented thereto in writing.

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- 5.8 The Renter is not allowed to hire or lend the Motorcycle to anyone or permit the Motorcycle to be in the possession or control of anyone other than the Renter or the operator as stated on the face of this agreement.
- 5.9 In the event that the Renter has rented the motorcycle for a period in excess of 30 (thirty days) plus days, as referred to in the Company's Rental brochure, the Renter shall return the motorcycle to the Company at the Company's premises, every 30 (Thirty) days calculated from the commencement date, as stipulated on the face of the Rental Agreement, to conduct an inspection on the motorcycle, alternatively at any time sooner at the request of the Company.
- 5.10 In the event that the Renter has hired the Motorcycle for an extended rental period, the renter must return the Motorcycle to the Company at the Company's premises for its services, at the intervals of 8 000km or every 6 (six) months, whichever event occurs first.
- 5.11 The Renter will not Ride the motor Motorcycle under the influence of alcohol, drugs or medication or any other intoxicating substance nor will he permit any operator to drive the Motorcycle under the influence of alcohol, drugs or medication or any other intoxicating substance.
- 5.12 The Renter's speed is regulated at a maximum of 40km per hour on a gravel and or dirt road, irrespective of road signs. The Renter will not exceed the speed limit of 120 km per hour on all national roads or as indicated by road signs. Please refer to Clause 8.3; 10.3 and 11.3 relating to Breach of Contract.
- 5.13 The Renter must, in the event of the Motorcycle being involved in an accident or being stolen, report such incident to the local Police within 24 (Twenty-Four) hours and the Company immediately or within 3 hours of becoming aware of the occurrence, irrespective of Third-Party involvement. The Renter must provide the Company with the relevant Police case number and complete all prescribed documentation, including the Company Claim Form fully and truthfully. The Renter shall assist and co-operate with the Company in investigating and finalising such incident or any dispute that may arise from this.

6. AUTHORISED RIDERS / DRIVERS.

- 6.1 The Renter, by signing this agreement, confirms that he and "any authorised rider" has an unendorsed and valid rider license applicable to the motorcycle (South African motorcycle driver's license Code A / for 125 cc and above or equivalent international driver's license / permit, IDP) being rented which remains valid for the full period of the rental undertaken.
- 6.2 In the event that the Renter is not a South African/Namibian citizen or does not have a valid South African/Namibian rider's license, the Renter must produce an international rider's license or alternatively a valid rider's license of his origin / resident country for the hire of the Motorcycle.

7. RISK

- 7.1 The Motorcycle is hired to the Renter by the Company at the sole risk of the Renter, from the date and time of delivery and or collection of the Motorcycle until such time as the motorcycle

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is returned to the Company's premises and the keys are handed over to a Harley Davidson Rental Agent. In the absence of any written notification from the Renter to the Company to the contrary, the Motorcycle is deemed to be delivered to the Renter by the Company without any damage and in good order and repair, and without any damage (including but not limited to the paintwork, upholstery, tyres, windshield, side glass, lights and accessories) unless any damage to the Motorcycle is recorded in writing and signed by both parties. In the event that no damage is recorded in writing at the time of delivery of the Motorcycle (fair wear and tear excluded), it will be accepted that the Motorcycle was delivered to the Client without any damages and any damage recorded at the time of the return of the Motorcycle (fair wear and tear excluded) will be for the account of the Client.

- 7.2 The Company will not be held liable for any damages sustained or further liability which the Renter incurs, as a result of hiring the Motorcycle, from any cause arising whatsoever, whether negligently or otherwise. The Company is not responsible for any defect of any nature whatsoever in the Motorcycle at the time of hire, alternatively, any defect that may arise during the rental period.
- 7.3 The Renter indemnifies the Company against any claim by any person for any damage of any nature whatsoever arising, as a result of any incident involving the Motorcycle, whether as a result of the Company's negligence or otherwise. The Company shall not be liable for any damage arising out of any defect in, or mechanical failure of the Motorcycle, nor for any indirect damages, consequential loss, loss of profit or any other damages which the Renter or operator, or any other third party transported in the Motorcycle may suffer, arising out of this agreement.
- 7.4 The Renter confirms no representation or warranty has been made by the Company with regard to defects in delivery time, condition quality, and state of repair, performance capability, fitness or suitability for any purposes, of the Motorcycle.
- 7.5 The Renter's sole risk of loss or damage to the Motorcycle shall remain vested in him until such time as the Motorcycle and all accessories, equipment, spares, and tools of the Motorcycle are returned to the Company undamaged, in good order and roadworthy condition, fair wear and tear excepted.

8. THIRD-PARTY LIABILITY

- 8.1 Third Party Liability cover is provided in terms of an insurance arrangement and subject to the terms and conditions of the rental agreement.
- 8.2 Z WORX (Pty) Ltd 2016/210999/07 t/a Harley Davidson Motorcycle Rentals is not a registered Financial Service Provider and therefore do not offer a life insurance policy or a non-life insurance policy as defined by The Insurance Act 18 of 2017.
- 8.3 Should the Renter act in breach of the terms and conditions of this Rental Agreement the Renter will not be covered for Third Party damages.

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- 8.4 The Renter shall be liable for the first R15 000 (fifteen thousand Rand) of Third-Party Damage, where after the Company will settle the difference, up to a maximum of R5m (five million Rand). Liability for any amount in excess of R5m (five million Rand) will rest on the Renter.

9. DAMAGE WAIVER OR THEFT WAIVER

- 9.1 The Renter is obliged to accept cover from the Company in respect of a Waiver Protection package and can elect between STANDARD WAIVER or SUPER WAIVER as contained in the Harley Davidson Motorcycle Rental terms and conditions. All Motorcycles hired from the Company are hired subject to acceptance of a minimum of the compulsory Standard Waiver option.
- 9.2 The Damage Liability Amount applicable to the STANDARD or SUPER WAIVER respectively is contained on the front page of the Rental Agreement for the Rental Period and is subject to the Terms and Conditions of this Rental Agreement.
- 9.3 The Renter shall be liable for any and all loss/damage of, or to the Motorcycle sustained by the Company, arising from any cause whatsoever, subject to the Damage Liability Amount payable, as described in the front page of the Rental Agreement, where applicable.
- 9.4 The renter will, subject to clauses 10 and 11, be liable for the damage liability amount applicable irrespective of the manner in which an incident occurred or whether the damage was due to negligence by a third party.
- 9.5 In the event of the Motorcycle being stolen or considered beyond economical repair; the replacement value will be the retail value as determined by an independent assessor appointed by the Company as at the time of such loss. In the event of the Motorcycle being less than (1) one-year-old, the cost thereof shall be the retail value of a new Motorcycles. All accessories, spares, equipment and tools, irrespective of the age of the Motorcycle, will be replaced as new.
- 9.6 Any breach of the terms and conditions contained in this Rental Agreement:
- 9.6.1 may result in the Company withholding a replacement Motorcycle from the Renter; this election is at the sole discretion of the Company; and
- 9.6.2 will result in the Renter being deemed fully liable for all damages to the Motorcycles.
- 9.7 Notwithstanding anything in this Rental Agreement, the Company shall not be obliged to make, institute or proceed with any claim which the Company may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the Motorcycle and accordingly, the Company shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms.

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10. STANDARD WAIVER

10.1 *Upon acceptance of the Standard Waiver for collision, damage or theft, the Renter agrees to pay the Limited Damage Liability Amount as specified on the "Rentals" page on the Harley-Davidson Cape Town website applicable in respect of any damage and/or loss suffered from any cause whatsoever, subject to the following exclusions, in which event the Renter will be held liable for payment in terms of this agreement: -*

- (a) Damage or Loss caused as a result of Renter / Rider Negligence. (Including but not limited to: driving on the wrong side of the road, speeding, driving under the influence of intoxicating liquor, narcotic drugs or similar substances.)
- (b) Damage or Loss caused as a result of Malicious and Intentional conduct by the Renter and or authorised Rider.
- (c) Damage and/or total loss sustained where the Motorcycle has been driven or used in a manner which prejudices the Company's interests or rights, in the sole discretion of the Company;
- (d) Damage or loss caused while committing a crime;
- (e) Damage and/or total loss sustained whilst the Renter and/or Rider is in breach of any applicable laws or ordinances (including speeding);
- (f) Damage and/or total loss sustained if at any time the Motorcycle is driven by an unauthorised Rider;
- (g) Damage and/or total loss sustained where the Rider was not holding a valid unendorsed driver's license at the time the damage or loss was sustained (South African motorcycle driver's license Code A / for 125 cc and above or equivalent international driver's license / permit, IDP);
- (h) Damage and/or total loss sustained where an extension of the Rental Agreement is not authorised by the Company and where the rental period has expired;
- (i) Damage and/or total loss caused as a result of the Motorcycle being driven on a road that was not suitable for that Motorcycle as determined in the sole but reasonable discretion of the Company;
- (j) Damage and/or total loss sustained where incidents are not reported as contemplated in clause 11 below;
- (k) Damage and/or total loss sustained where the incident takes place outside the country in which the Motorcycle was rented unless prior written authority;
- (l) Where the damage/loss is sustained as a result of civil unrest, riot, war or political unrest;
- (m) Where the damage/loss is caused by rider fatigue or falling asleep while riding.
- (n) Where the damage/loss is caused by rider abuse or incorrect usage of the motorcycle;
- (o) If the Renter / Rider acted in breach of any of the terms and conditions of this rental agreement;
- (p) The Motorcycle (at the time of damage or total loss) was being driven by any person whose blood alcohol concentration exceeded the limit permitted by any law or regulation or whilst under the influence of intoxicating liquor, narcotic drugs or similar substances;
- (q) if the motorcycle was stolen or hi-jacked due to Rider negligence, (such as in the case when the Rider did not avoid high risk areas, abandoned the motorcycle

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and / or failed to keep a proper control ensuring the safety and security of the motorcycle).

- (r) Rear ending another Motorcycle or Vehicle;
- (s) Damage as a result of not ensuring that the stand is totally engaged, resulting in the motorcycle falling over;

10.2 For the purpose of this Agreement, the following is not covered under any Waiver:

- (i) Damage caused by water;
- (ii) Undercarriage damage;
- (iii) Damage caused to the upholstery of the Motorcycle;
- (iv) Damage caused to the tyres or rims of the Motorcycle;
- (v) Damage or loss caused to any additional rental items specified on the Rate sheet.
- (vi) Unauthorised towing, storage, release and salvage fees;
- (vii) Damage caused to mechanical components as a result of rider abuse and or incorrect usage;
- (viii) Lost or damaged keys are no covered.

10.3 Subject to Clause 10.4 the Renter's liability will, in respect of the Company's loss or damage, be limited to the amount indicated as specified on the "Rentals" page on the Harley-Davidson Cape Town website, and/or the brochure applicable to the respective rental, in respect of each and every incident, provided that there was no breach of the terms and conditions of this Rental Agreement.

10.4 *The Renter will, subject to clause 9.6 above, and under the following circumstances, be liable for double the excess applicable to the standard waiver of the particular class of Motorcycle:*

- (a) If the Motorcycle was rendered uneconomical to repair i.e.: a write-off;
- (b) If the Motorcycle was involved in a single-vehicle accident i.e.: no contact or direct involvement of any other vehicle and or a hit & run incident;
- (c) If the Motorcycle was stolen or hijacked.

11. SUPER WAIVER

11.1 *Upon acceptance of the Super Waiver for collision, damage or theft, the Renter agrees to pay the Limited Damage Liability Amount as specified on the "Rentals" page on the Harley-Davidson Cape Town website applicable in respect of any damage and/or loss suffered from any cause whatsoever, subject to the following exclusions, in which event the Renter will be held liable for payment in terms of this agreement: -*

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- (a) Damage or Loss caused as a result of Renter / Rider Negligence. (Driving on the wrong side of the road, speeding, driving under the influence of intoxicating liquor, narcotic drugs or similar substances.);
- (b) Damage or Loss caused as a result of Malicious and Intentional conduct by the Renter and or authorised Rider;
- (c) Damage and/or total loss sustained where the Motorcycle has been driven or used in a manner which prejudices the Company's interests or rights, in the sole discretion of the Company;
- (d) Damage or loss caused while committing a crime;
- (e) Damage and/or total loss sustained whilst the Renter and/or Rider is in breach of any applicable laws or ordinances (including speeding);
- (f) Damage and/or total loss sustained if at any time the Motorcycle is driven by an unauthorised Rider;
- (g) Damage and/or total loss sustained where the Rider was not holding a valid unendorsed driver's license at the time the damage or loss was sustained (South African motorcycle driver's license Code A / for 125 cc and above or equivalent international driver's license / permit, IDP);
- (h) Damage and/or total loss sustained where an extension of the Rental Agreement is not authorised by the Company and where the rental period has expired;
- (i) Damage and/or total loss caused as a result of the Motorcycle being driven on a road that was not suitable for that Motorcycle as determined in the sole but reasonable discretion of the Company;
- (j) Damage and/or total loss sustained where incidents are not reported as contemplated in clause 11 below;
- (k) Damage and/or total loss sustained where the incident takes place outside the country in which the Motorcycle was rented unless prior written authority;
- (l) Where the damage/loss is sustained as a result of civil unrest, riot, war or political unrest;
- (m) Where the damage/loss is caused by rider fatigue or falling asleep while riding.
- (n) Where the damage/loss is caused by rider abuse or incorrect usage of the Motorcycle;
- (o) If the Renter / Rider acted in breach of any of the terms and conditions of this rental agreement;
- (p) The Motorcycle (at the time of damage or total loss) was being driven by any person whose blood alcohol concentration exceeded the limit permitted by any law or regulation or whilst under the influence of intoxicating liquor, narcotic drugs or similar substances.
- (q) if the motorcycle was stolen or hi-jacked due to Rider negligence, (such as in the case when the Rider did not avoid high risk areas, abandoned the motorcycle and / or failed to keep a proper control ensuring the safety and security of the motorcycle).
- (r) Rear ending another Motorcycle or Vehicle;
- (s) Damage as a result of not ensuring that the stand is totally engaged, resulting in the motorcycle falling over;

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11.2 For the purpose of this Agreement, the following is not covered under any Waiver:

- (i) Damage caused by water;
- (ii) Undercarriage damage;
- (iii) Damage caused to the upholstery of the Motorcycle;
- (iv) Damage caused to the tyres or rims of the Motorcycle;
- (v) Damage or loss caused to any additional rental items specified on the Rate sheet;
- (vi) Unauthorised towing, storage, release and salvage fees;
- (vii) Damage caused to mechanical components as a result of rider abuse and or incorrect usage;
- (viii) Lost or damaged keys are no covered.

11.3 Subject to Clause 11.4 the Renter's liability will, in respect of the Company's loss or damage, be limited to the amount indicated as specified on the "Rentals" page on the Harley-Davidson Cape Town website, and/or the brochure applicable to the respective rental, in respect of each and every incident, provided that there was no breach of the terms and conditions of this Rental Agreement.

11.4 ***The Renter will, subject to clause 9.6 above, and under the following circumstances, be liable for double the excess applicable to the standard waiver of the particular class of Motorcycle:***

- (a) If the Motorcycle was rendered uneconomical to repair i.e.: a write-off;
- (b) If the Motorcycle was involved in a single-vehicle accident i.e.: no contact or direct involvement of any other vehicle and or a hit & run incident;
- (c) If the Motorcycle was stolen or hijacked.

12. PROCEDURE IN THE EVENT OF AN ACCIDENT OR THEFT OF THE MOTORCYCLE

12.1 If at any time the Motorcycle is damaged stolen or lost, the Renter and/or rider shall take every reasonable precaution to safeguard the interest of the company including but without being limited to, the following where appropriate:

12.1.1 The Renter must, in the event of the Motorcycle being involved in an accident or being stolen, report such incident to the local Police within 24 (Twenty-Four) hours and the Company immediately or within 3 hours of becoming aware of the occurrence, irrespective of Third-Party involvement. The Renter must provide the Company with the relevant Police case number and complete all prescribed documentation, including the Company Claim Form fully and truthfully. The Renter shall assist and co-operate with the Company in investigating and finalising such incident or any dispute that may arise from this. The Renter shall obtain the name(s) and addresses of everyone involved and of possible witnesses.

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- 12.1.2 The Renter shall not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability.
- 12.1.3 The Renter shall make adequate provision for the safety and security of the Motorcycle and will not abandon the Motorcycle under any circumstances.
- 12.1.4 The Renter shall co-operate with the Company and/or its agents in the investigation, the making or instituting of any claim or action and the defence of any prosecution, claim or action relating to the incident. Including providing an affidavit if requested to do so.
- 12.1.5 The Renter shall within 24(Twenty-Four) hours of receipt thereof furnish to the Company, (and if the renter is not the rider, the Renter shall ensure that the rider does) any notice of claim, demand, summons or the like which the Renter or the rider may receive in connection with the Motorcycle.
- 12.1.6 The Renter and/or rider warrants that the information completed in the Company's claim forms referred to in 12.1.1 will be complete, true, and correct in every respect.
- 12.1.7 An emergency number will be supplied to the client upon arrival in the case of a breakdown or accident this number must be contacted for assistance within business hours. Should the incident occur after hours the problem will be resolved the following day.
- 12.1.8 Harley Davidson will do their best to get a replacement bike when necessary to the client within 24 Hours depending on the location.
- 12.1.9 Harley Davidson will advise the nearest branch to assist with minor issues and repairs should they feel a replacement bike is not required.
- 12.1.10 Damage and Accident Policy: in the event of a fall, collision or damage, however minor, you will be required to complete the accident claim form. Please note no matter the damage Harley Davidson Bike Rental has a strict replacement policy on all damaged parts. Any scratches or damaged parts will be replaced at the current retail price plus labour.
- 12.1.11 Towing of a Motorcycle is not allowed.

13. FORCE MAJEURE

The Company shall not be liable to the Renter for its failure to perform nor any delay in performing any obligation in terms of this Agreement in the event and to the extent that such failure or delay is caused by force majeure.

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14. CONSENT REGARDING THE PROCESS OF PERSONAL INFORMATION

By signing the Rental Agreement, the Renter consents to –

- 14.1 the processing and further processing of his personal information by the Company or any of its operators or agents on the condition that they will secure the integrity and confidentiality of the Renter's personal information. The Renter further accepts that processing may involve the information being transferred to and maintained or stored on servers located outside the Republic of South Africa;
- 14.2 the collection of information by the Company from any other source to confirm and supplement the personal information which the Company has about the Renter;
- 14.3 the retention by the Company of records of the Renter's personal information for as long as permitted for legal, regulatory, fraud prevention, financial crime and marketing purposes;
- 14.4 the Company conducting credit enquiries about the Renter with any credit bureau or credit provider from time to time and providing the Renter's personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services;
- 14.5 the Company to make use of the Renter's personal information provided to the Company for purposes of tracking and recovering (which includes triangulation of cellular phones in accordance to the RICA Act 70 of 2002) in the event that the Motorcycle if it is not returned to the Company at the end of the Rental Period;
- 14.6 the Company, its operators and/or agents, tracking the Motorcycle for purposes of monitoring the Renter's use of the Motorcycle and recovering the Motorcycle and the Company disclosing the tracking report to its insurance company, the Renter's employer (if the employer is responsible for payment) and any other third party having a legitimate interest;
- 14.7 the Company disclosing the Renter's personal information to the Company's agents, the relevant traffic department or government institution for purposes of the redirection, collection or administration of any traffic fines or infringements concerning the use of the Motorcycle during the Rental Period;
- 14.8 the Company to disclosing all necessary and relevant information in respect of the Renter to SANRAL or their agents for the recovery by them of any e-toll transaction in respect of the use of the Motorcycle.
- 14.9 The Company shall be entitled to carry out a credit check on a Renter with one or more credit agencies who may retain a record thereof and the Company shall be entitled to record any default by the Renter with any credit agency. Such records may be made available by the credit agency to third parties, in which case the Company shall not be held liable/responsible for any repercussions such disclosure may have on the Renter. The Renter agrees that the Company may disclose any information obtained by it as a result of the conclusion and/or breach of the

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Rental Agreement, including personal and additional information, to any person, including a credit bureau.

15. GENERAL

- 15.1 This document contains the entire agreement between the parties, and the Company shall not be bound by any undertakings, representations, warranties, promises, or the like not recorded herein. Any clause which is declared unenforceable or invalid, for any reason whatsoever, by a competent Court, shall be severable from the remaining provisions of the agreement and shall not affect the validity of these provisions.
- 15.2 No variation, alteration, or addition to, or omission from this agreement is valid/binding unless done in writing and signed by all parties. The Renter chooses the address stated on the face of the agreement as a registered/legal address. The Company's trading address is 2 Hospital Street, Green Point, Cape Town, Republic of South Africa.
- 15.3 The parties consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 of 1944, notwithstanding the subject matter or cause of action involved, or in the event that the claim may exceed the jurisdiction of the Magistrate's court.
- 15.4 This agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 15.5 A certificate signed by any director, manager or other senior employees of the Company shall be legal proof of any amount owing by the Renter to the Company.
- 15.6 The Renter may not withhold the return of the Motorcycle to the Company for any reason whatsoever, and any delay in returning the Motorcycle shall be deemed to be an extension of the rental period, and the Renter will be liable for any, and all charges levied in respect of such extension.
- 15.7 In the event that the Company incurs expenses in recovering any monies due to it from the Renter or any other person arising from this agreement, the renter will be liable for any costs and expenses incurred in doing so, on the attorney and own client scale, including but not limited to collection commission and tracing fees.
- 15.8 If the renter is not the rider, then and in that event, without in any way derogating from the Renter's obligations in terms of this Agreement, the Renter and rider may be liable to the Company, jointly and/or independently for all and any amounts owing under or in terms of this agreement, including but not limited to damages.
- 15.9 By virtue of my signature on this Agreement, I accept liability for all amounts that may become due and owing by to the Company arising from this Agreement.
- 15.10 The Renter hereby consents and authorises the Company or its nominated representative to undertake any enquiry the Company deems fit about the Renters credit and or criminal record

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with any credit bureau, credit agency and/ or other third parties to confirm details of the Renter as and when the need arises.

- 15.11 If, for reasons beyond our control, the reserved motorcycle is not available, Harley-Davidson Rentals reserve the right to substitute a comparable or superior motorcycle at no extra cost to the renter. This shall not constitute a breach of contract and does not entitle the renter to any form of refund or claim against Harley-Davidson rentals.

16. OFFICE HOURS

Mondays to Fridays 08:00 – 17:30

Saturdays 08:00 – 14:00

Sundays and Public Holidays - Closed

Late/After hour returns:

A late return will be deemed to be a return later than the time stipulated on the time on your contract. A late return will attract additional hourly rate of R500/hour. Rentals are charged on a 24-hour basis.

Harley-Davidson Motorcycle Rentals reserves the right to amend the above Terms and conditions.

Renter

Managing Director

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