

1. DEFINITIONS:

1.1 Administration fee

The up-front administration fee per the Vehicle Management Solutions which is due on or before the delivery date. This fee is not refundable. The fee differs according to your geographical location.

1.2 Brochure

Pamphlets that may be published by us on our website and/or printed by us containing our current prices from time to time, including pricing sheets published by us which are available on request. These are indicative prices only for a vehicle of a certain generic type, age and condition. Our initial pricing shall be per the vehicle pricing schedule for that specific vehicle.

1.3 Contract

The schedule to which these terms and conditions are attached, these terms, the VPS, the vehicle delivery inspection form and any other document incorporated by way of reference, as amended from time to time.

1.4 Damages

Damages include our expenditure in towing, transporting, storing the vehicle, valet cleaning, repairing any damage caused to the vehicle from time of delivery to you and until returned to us, replacing parts or accessories (excluding normal wear and tear) opportunity costs like foregone vehicle rental and pay an expert to inspect damage and report thereon. Damages exclude any pre-existing damages recorded as pre-existing damages in this Contract.

1.5 VPS

Vehicle Payment Schedule, herein after referred to as VPS includes the vehicle description and rental period.

1.6 Delivery date

The date recorded on the VPS being the date that the Vehicle is collected and/or handed over by/to you. We may refuse delivery if the Administration Fee and first month's rental are not paid and cleared.

1.7 Lump Sum

Means any additional up-front payment made by you in excess of the Administration Fee required by Vehicle Management Solutions. This amount will be held by Vehicle Management Solutions.

1.8 Market Value

Market value will be determined by the directors of Vehicle Management Solutions in their discretion with reference to the prevailing condition in the market for a vehicle of the same make, age, mileage, condition and model as the vehicle that was stolen, in the month that it was stolen, offered to purchase by you or found to be uneconomical to repair, whichever is applicable. The directors of Vehicle Management Solutions will also take into consideration all costs of transportation, storage, valuation and improvements to the vehicle when determining the Market Value of the vehicle.

1.9 Monthly Payment Amount and Collection

The monthly payment amount is the Total Rental Payment Amount plus any expenses payable by you in terms of this contract including fines, reconditioning, servicing and maintenance, insurance and warranty excesses, towing, transport, storage, damages, license fee, toll fees, extra mileage charges and vehicle recovery. This list is not intended to be exhaustive and is for illustration only.

Your payment is collected by debit order monthly in advance and is generally debited on or around the date you receive your monthly income.

You shall pay Vehicle Management Solutions all amounts due in terms of this Contract on or before the date the vehicle is collected and signed over to you, the "collection date" as per the VPS. No part of the payment amount may be delayed or withheld for any reason whatsoever. Payment must be made into the account chosen by Vehicle Management Solutions for which purpose of this Contract shall be-

You hereby authorise Vehicle Management Solutions to deduct from your bank account, all amounts and payments due in terms of this contract until such a time as they are paid in full.

The first payment will be paid on or before the Delivery Date. If the Delivery Date does not fall on the first day of a month, the first month's rental will be adjusted pro rata for the number of days you will have possession of the vehicle during the first month to the total number of days for that month. The last rental payment will be due and payable on the first day of the last month of notice.

1.10 Rental Period

This rental period begins in the Delivery Date and continues for the period specified in the VPS or after one calendar month's written notice is given or deemed to have been given by either party.

1.11 Total Rental Payment Amount

The total rental payment amount is the initial monthly rental payment plus the costs of any optional extras elected by you, both adjusted for price changes from time to time. The initial monthly rental payment is set out in the VPS accepted by you. The cost of the monthly rental along with any optional extras is subject to change with one month's notice to your mobile phone or domicile.

1.12 Vehicle

The vehicle you have rented from Vehicle Management Solutions of whatever nature specified in the VPS.

1.13 Vehicle Delivery Inspection Form

The detailed checklist on the condition of the components of the vehicle signed as acceptance by you and forming part of this contract.

1.14 Vehicle Pricing Schedule

The final pricing schedule accepted by both parties and forming part of the contract. If the VPS is not signed by you, you agree that such schedule will be deemed correct and be binding on you in all respects as if it had been duly executed by or on behalf of you, and that it shall form part of this contract and that the provisions of the contracts shall apply

thereto, unless you query the VPS in writing within 14 (fourteen) days of signing this contract:

2. CONDITIONS OF RENTAL

You agree to rent the vehicle subject to the terms and conditions below

3. CRIMINAL RECORD, AUTHORISED DRIVERS AND AGE

By signing hereto, you confirm the following –

- 3.1** that you have no criminal record and consent to us confirming that no such criminal record exists,
- 3.2** you have an endorsed and valid driver's license; and

You agree that we have the right to verify that your license has been properly issued and the Vehicle Management Solutions may refuse to rent a vehicle to you, or may revoke your rental, if your license or your ability to get vehicle insurance has been suspended, revoked or restricted in any way. An additional driver is authorized only if you pay an additional driver charge, and if that person has a valid and unendorsed driver's license and is named on the face hereof or agreed in writing with ourselves. Only you, and the additional driver (if authorised), are permitted to be in possession or control of the vehicle.

4. ONE MONTH NOTICE PERIOD AND CANCELLATION

This contract shall continue indefinitely until one calendar month's written notice is given by either party. Should the vehicle be rented out to another client of Vehicle Management Solutions before the end of the notice period, the notice period shall be deemed to have ended on the day the vehicle is rented out again.

You will be deemed to have given notice as provided for the above on the dates set out hereafter-

- 4.1** If Vehicle Management Solutions has reposed the vehicle, the date of repossession;
- 4.2** If you return the vehicle to Vehicle Management Solutions, the date on which you delivered your vehicle at our offices; and
- 4.3** if the vehicle was damaged, the date of notification to us of the write-off of the vehicle by our insurers unless you notify us that you wish to proceed with the rental period

On termination of the Rental Period, you must return the vehicle to Vehicle Management Solutions at your own expense. Should you fail to do so Vehicle Management Solutions shall collect the vehicle and charge you a collection fee

5. LIABILITY FOR LOSS OR DAMAGE

Vehicle Management Solutions may at its discretion either insure the vehicle or carry the liability for the loss or damage of the vehicle itself. In the case of a genuine accident or theft you will be indemnified against loss of or damage sustained to the vehicle whilst it is in your possession provided that at the time of such loss or damage you have fulfilled your entire obligation in terms of this contract in the instance your liability will be limited to the insurance or indemnity excess, towing, storage and administrative charges.

If you are in breach of any of the terms of this contract or your account is not up to date, the aforesaid indemnity will not be applicable and you will be personally responsible for any loss or damage to the vehicle

Notwithstanding anything contained in 6.1 or 6.2 above, Vehicle Management Solutions will not indemnify you under any circumstances in respect of any damage caused to third parties occasioned directly or indirectly, as a result of your use of the vehicle

Optional third party cover is available at your election and cost

6. MAINTENANCE

You shall use the vehicle carefully and shall follow the manufacturer's specifications. You shall not change or alter the vehicle without the written permission of Vehicle Management Solutions. Neither shall you remove or render inoperable the tracking system or immobiliser. You will ensure the vehicle is roadworthy at all times

- 6.1 You will maintain the vehicle as prescribed by the manufacturer and/or Vehicle Management Solutions. All such costs including but not limited to regular service (see "servicing the vehicle" below), tyres, fuel, consumables and oil are for your account. Maintenance must be done by the competent RMI (Retail Motor Industry) affiliated service provider. Should you be in any doubt, please request a recommended provider from Vehicle Management Solutions. The vehicle must be serviced within one month of the service due date or before a service run-over of 500km of the relevant service interval, whichever comes first. Service receipts/invoices must be faxed to Vehicle Management Solutions within 10 days of the service as proof of service
- 6.2 If you do not fulfil any duty in terms of this contract, Vehicle Management Solutions may (but does not have to) fulfil the duty on your behalf and claim the cost of this from you
- 6.3 All parts and accessories that are replaced or added will become Vehicle Management Solutions property and you will not be compensated for any costs incurred in respect thereof
- 6.4 Should the vehicle on return to Vehicle Management Solutions not be in its original condition (fair wear and tear excepted) and/or due to be serviced or not serviced as required or require new tyres or consumables or reconditioning or panel beating work, the cost of these will be debited to your account.

7. LAWS AND FINES

You are required by VMS to keep to the stated speed limits and comply with all traffic laws. Any fines that you incur are payable by you. Vehicle Management Solutions will redirect the fines to you or recover the fines from you. In addition, a handling fee determined by VEHICLE MANAGEMENT SOLUTIONS from time to time in respect of each fine received will be charged to you, which amount shall be included in the next monthly payment amount. You shall at your own cost obey all laws relating to the possession, operation and use of the vehicle

8. TECHNICAL PROBLEMS

By accepting the vehicle, you hereby acknowledge that you received the vehicle in good roadworthy condition, free of patent defects, damage, dents, scratches and scrapes except those detailed in the pre-existing damages section of this contract. You must inspect the vehicle before accepting it, any material problems which you bring to our attention prior to acceptance of the vehicle will be repaired by VMS at its cost. Failing this you agree to take the vehicle in the specific condition that you find it as detailed in the pre-existing damages section below and Delivery Inspection Form which forms part of this contract. If the vehicle is later found to be faulty and fault is not covered by the VMS warranty as set out in more detail in 10 below, you will be liable for any repair costs and shall carry any losses in respect thereof. Further:

- 8.1 You may not alter, tamper with, or remove the vehicle immobilizer and tracking system. Should the system signal an error or alarm while in your possession and we are not able to contact you on the most recent contact details given to us, you agree to us immobilising and/or recovering the vehicle. In these circumstances, in the event of a false call out, you shall be responsible for the costs thereof
- 8.2 Any costs to be incurred in excess of the warranty will be for your account
- 8.3 You hereby accept that any other faults or breakdowns will be repaired by you

9. TERMS AND CONDITIONS OF THE VMS WARRANTY AND VMS SERVICING REQUIREMENTS

In addition to the manufacturers' warranty and/or where applicable, maintenance plan, VMS provides a comprehensive warranty with all its vehicles. The warranty will form part of the main contract, the parties further accept the terms mentioned therein to be binding.

You agree to comply with the vehicle manufacturers' and VMS warranty terms so as not to breach any of the warranties in terms of this clause 10. If any defect takes place that is not covered under the warranty or through your actions or omissions which result in a breach of a warranty, then the costs of the damage will be recovered from you. The following terms and conditions apply to the VMS vehicle warranty

9.1 Your duties

Failure to comply with these conditions will invalidate the warranty

9.1.1 Take care of the vehicle

You must take all reasonable steps to service the vehicle and keep it roadworthy

9.1.2 Service of the vehicle

- a) Service Parameters- Petrol and diesel engine vehicles must be serviced and maintained according to the manufacturers specification and recommended intervals. Where this is not known, you will need to contact the administrator (Note that if this is not done, our claim will not be valid, even if the failed part is not a routinely maintained part)
- b) Extensions to service deadlines – VMS will allow a service run-over of 500km either side of the service interval or 30 days, whichever comes first (regardless of manufacturers service run over/grace period)
- c) Service history not up-to-date – if the vehicle does not have an up to date service history, you must have the vehicle serviced within 30 days of getting this warranty. Note that, if this is not done, the warranty will be invalid, and no claims will be entertained
- d) Approved service garages – Services must be carried out at garages that offer full repair and service facilities

9.1.3 Acceptable garages include those:

- Appointed as service agents for a manufacturer:
- Approved by manufacturer; and that the members of the R.M.I (Retail Motor Industry Organisation)
- If you are unsure please contact VMS and they will direct you to a accepted service provider.

An invalid warranty may be reinstated by having the vehicle serviced and/pr repaired, and then complying with the Service Procedures above. VMS imposes a waiting period of 90 days before the cover is reinstated after written notification of a request for reinstatement

9.1.4 Assist to recover against third parties

You will assist VMS to institute or defend any legal proceedings against any party in respect of a claim under this warranty. You agree that VMS is entitled to institute or defend such legal proceedings in your name. Should you not assist with any such claim and VMS suffers any damages, you will be liable for such damages.

9.2 Repair or replacement of parts

VMS may, at its option, repair or replace any damaged parts. Services-exchange units (pre-overhauled replacement units) may, at our sole discretion, be used where applicable

9.3 Truthfulness or material information

If you make misrepresentation, give a misleading description or fail to disclose material information, your warranty will be void for all items

9.4 Procedure for making a claim

9.4.1 Tell us as soon as possible

You must inform us about a claimable event within 30 days of such event

9.4.2 File a claim with supporting documents

Within 30 days of the claimable event, you must deliver to us such details and proof of the claimable event as VMS may require. VMS, or our appointed representative, is the only party that may approve or reject claims. VMS shall be provided access to inspect any vehicle that is subject of a claim

9.5 Proportionate contribution to loss or damage

If you have any other insurance covering (or partially covering) the same loss or damage covered by this warranty, VMS is only liable to contribute its proportionate contribution of loss or damage

9.6 Fraud invalidates the warranty

Benefits under this warranty shall be lost if you, or anyone acting on your behalf;

- Files a claim that is fraudulent or improper or improperly files;
- Uses any fraudulent or improper means to get any benefit under this warranty; or
- Wilfully or negligently causes the damage or discretion that is subject matter of the claim

9.7 Claims rejected if VMS account is not up to date

VMS reserves the right to reject any claims for claimable events that happen before your account with VMS has been paid up to date, subject to the provisions of 10.8 below

9.8 Time bar

In the event that VMS has rejected your claim or cancelled your warranty in terms of this Agreement and you wish to dispute such rejection or cancellation, legal representations must be provided to us within 90 days of the date of rejection or cancellation letter. Thereafter, you may take legal action against us within 90 days of

such representations being made by you, ailing which you will forfeit your claim and VMS shall have no liability in terms of such a claim

9.9 Claims for wear and tear

Despite the exclusions listed in clause 10.10 above, VMS may accept, at its sole discretion, a claim for fair wear and tear to a covered part where no actual breakage of a covered part has occurred. If VMS accepts a claim for fair wear and tear its liability for the repair cost or benefit category is limited to a maximum of 33.3% of the specific state benefit category, whichever is the lesser

For purposes of clarity, the official definition of "broken" is as follows: "Components that are physically and forcibly separated into pieces or cracked or split"

10.11 Subrogation

In the event of any benefit payable to you, VMS shall be subrogated to your rights to recovery against any person or organisation and you shall execute and deliver any instruments and do whatever else is necessary to secure such rights. You shall not do anything after a breakdown to prejudice such rights.

10.12 Betterment

It is not the intention, implied or otherwise, of this warranty to make new vehicles from old. Normal wear and tear deterioration, not resulting in actual failure, arising, for example, through usage or age of the vehicle is therefore not covered by this warranty. Where the repair requires new or exchange units which, in the opinion of VMS, are in excess of what is necessary to make good the repair, then the difference in cost will be met by you. If in doubt, you should contact VMS Risk Managers

10.13 Procedure if the vehicle breaks down

If the vehicle breaks down, the following procedure must be followed:

- 10.13.1** You must check the warranty to ensure that the cause of the breakdown and parts are covered. Please note that the cost of stripping of the engine is for your account where the cause of breakdown and parts are not covered.
- 10.13.2** If the warranty covers the cause of breakdown and parts, you must contact the VMS Client Service Department via email.
- 10.13.3** You must provide VMS claims with the following information:
 - a) your warranty number;
 - b) the nature of the breakdown;
 - c) the odometer reading of the vehicle at breakdown;
 - d) the address at which the vehicle can be inspected;
- 10.13.4** The vehicle must be delivered to VMS or its accredited repairing dealer who will contact us on your behalf to speed up your claim. You must ensure that no repair work is done on your vehicle until the client service department has given its authorisation for the work to be carried out. Any repair work

commenced or carried out without prior authorisation will invalidate the claim.

- 10.13.5** Once your breakdown is identified as a claim under this warranty, the client service department will issue an order number to the repairing dealer. This order number will be for an amount covering the repair, subject to the maximum amount as set out under the state benefits in the limits of liability table.
- 10.13.6** After the repair work is complete, the repairing dealer must immediately send an itemised invoice, quoting the VMS risk managers order number to the client service department.
- 10.13.7** The client service department will pay the approved amount to the repairing dealer.
- 10.13.8** You are responsible for paying the repairing dealer an amount in excess of the approved amount as well as for any other garage charges for which VMS are not liable
- 10.13.9** The maximum amount payable for each claimable event is limited to the maximum benefit as stated in the limits of liability table or the cost of repair, whichever is the lesser

Upon collection of the vehicle after repair, you will need to ensure that all repair work has been properly completed. If you are not satisfied with work done, the vehicle should not be accepted.

Please note:

- VMS is not liable for faults in workmanship or materials paid for by us on your behalf
- Regardless of how many failures happen at the same time, only one covered part failure will be entertained (the higher amount). Repairs to the remaining failed part or parts will be for your own account
- VMS reserve the right to engage an appointed engineer to inspect your vehicle

Benefit A & Benefit B

A - Vehicles not older than 4 years or 130 000 km's (At the time of claim)

B - Vehicles older than 4 years or more than 130 000 km's (At the time of claim)

10. MILEAGE

Your rental payment covers a maximum monthly mileage for any one month of 3 000km. Unless otherwise agreed in writing, an additional mileage charge per km will be debited to you for every kilometre in excess of this limit, at R5.00 per kilometre.

11. ACCIDENTS, THEFT, FIRE OR LOSS

In case of a collision, accident, theft, fire or loss of or involving the vehicle you shall:

- 11.1 IMMEDIATELY report the event to VMS and to the South African Police Services. Failure to do so will result in you being liable for the loss and repudiation of the insurance or indemnity;
- 11.2 complete and ensure that the drivers completes all documents required by VMS and its insurers; and
- 11.3 furnish all assistance required by VMS and its insurers to deal with any matters arising from the incident, whether directly or indirectly.

If the vehicle is inoperative, you shall be responsible for the transportation costs to our premises for repairs. VMS cover part or all of the initial costs of towing to an approved towing company and ensure that the vehicle recovery costs are kept to the minimum. Should you use any other towing company the full cost of towing plus all extra costs such as storage, stowing etc shall be for your account Often this is punitive. Ask VMS about the full range of free or partly free accident and helpline services proved by VMS through its service providers

If the vehicle is driven by anyone other than you, you shall remain liable for all your obligation in terms hereof, and in addition, you shall be liable to us as if you had been the driver

In the event of an accident, VMS may, at its discretion, charge additional rental to continue this contract

12. OWNERSHIP AND PURPOSE AND YOUR OBLIGATIONS

- 12.1 VMS will at all times remain the owner of the vehicle. Ownership shall not pass to you under any circumstance; the vehicle may not leave the borders of South Africa. Should you attempt to leave or give VMS cause to believe that are/will be leaving the SA borders without VMS's consent, VMS will take steps to immediately repossess the vehicle, at your expense, and you may be charged with theft. VMS may inspect the vehicle at any reasonable time, wherever it is kept
- 12.2 The vehicle may not be used for any purpose for which it was not intended or designated. Neither may it be used in such a way as to increase the risk of it being damaged or lost. It may not be overloaded, or used for the purpose of a taxi or for commercial use without VMS's permission in writing
- 12.3 You shall not
 - 12.3.1 cause, or permit the vehicle to be exposed to the risk of damage in or by any civil or possible disturbance or unrest;

- 12.3.2 attempt to sell or transfer the vehicle to leave your possession or give to anyone else right in the vehicle or allow the vehicle to be encumbered in any way. Should the vehicle become encumbered, you shall immediately attend to having the vehicle release from such encumbrance
- 12.4 You shall take all precautions to protect the vehicle from theft or damage, shall lock and immobilise the vehicle and activate any gear locks and alarms when the vehicle is not in use
- 12.5 Immediately on leasing new home or office premises you shall notify your landlord in writing with a copy to ourselves that the vehicle is VMS's property and not your own and as such that no legal hypothec shall apply

13. DOMICILIUM, JURISDICTION AND COSTS

- 13.1.1 The parties choose the address that they provide in the application form of VMS, as their domicilium address:
- 13.2 The address set out in this contract shall constitute your chosen address at which you will accept delivery of all legal notices. Should you wish to change this address, VMS must be notified in writing of such change by hand delivery. If a legal notice has been sent to you by hand, you are deemed to have received it on the date of delivery. If it is sent by registered post, you are deemed to have received it four (4) days after the letter has been posted. Each of the parties shall be entitled from time to time to vary its domicilium citandi et executandi to any other address within the republic of South Africa which is not a Post Office Box or postal address.

Your consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1994 (as amended) for any legal action instituted in terms of this contract. Notwithstanding a foregoing VMS reserves the right to institute any legal action out of the High Court of South Africa having jurisdiction without any risk as to costs

In the event that VMS takes legal action against you, you agree to pay VMS's legal costs on an attorney-own client scale, together with any collection commission

This contract shall be governed by and interpreted in accordance with laws of the Republic of South Africa

14. LICENSE FEES

The annual license renewal fees shall be debited to your account and collected with the next month's rental.

15. INVOLVED FINANCIER AND CESSION OF VEHICLE

You hereby acknowledge that the vehicle may have been and that the vehicle may be subject to the terms of the agreement between VMS and a financier

VMS may without informing you, cede or transfer all its rights, duties and/or ownership in the vehicle to any person or legal entity. If VMS does this then any reference in this contract to VMS shall apply to whomever VMS transfers its rights, duties and /or ownership to.

16. RETURNED DEBITS/ CASH DEPOSIT FEES

A charge will be debited to your account for the cost of returned debits. VMS will charge a cash deposit fee for cash deposits into its bank accounts

17. BAD DRIVING CHARGES

Should our tracking company determine that you are driving dangerously and badly on a regular basis which may cause damage to the vehicle or any part thereof, VMS shall charge a penalty for bad driving as determined by them from time to time as required by the severity and number of such events for the months that such bad driving occurs

18. NON-PAYMENT / VEHICLE RETURNS

Should any part of the payment amount not be honoured, the vehicle must be returned immediately to VMS's premises. Should VMS have to collect the vehicle; a collection fee will be charged to your account.

If VMS cancels this contract and you disagree with the cancelation, and refuse to return the vehicle you must continue making all payments that become due, to VMS, as if this contract had not been cancelled, VMS acceptance of these payments will not in any way affect the cancellation of the contract or any other claim that it may have against you. Whatever payments have been made after the cancellation shall be kept by VMS as compensation for its losses and / or damages arising out of you not returning the vehicle to it after it cancelled the contract.

You should understand that not returning the vehicle post none or part payment will be interpreted as theft and a criminal case will be made against you.

19. BREACH

19.1 Without limiting any other provisions of this contract, you will have breached this contract if you have; -

19.1.1 failed to pay on time any money that is due to VMS when it becomes due; or

19.1.2 made a misrepresentation to VMS in connection with the conclusion of this contract, performance thereof or any warranty or insurance or indemnity claim; or

19.1.3 breach any term of this contract, or any other contract which exists between you and VMS (all of which are agreed to be material) or;

19.1.4 died; or

- 19.1.5 breach of the vehicle warranty or incur damage to the vehicle in a situation where the insurance is voided; or
- 19.1.6 failed to look after or maintain the vehicle as per the maintenance clause above; or
- 19.1.7 disobeyed the law, for example, by incessant speeding or driving under the influence of alcohol or drugs or where the vehicle is being used to violate the law; or
- 19.1.8 generally done anything which may harm VMS's rights or cause VMS to suffer any loss or if VMS's rights are lessened, lost or harmed in any way; or
- 19.1.9 had your license suspended, revoked or restricted in any way; or
- 19.1.10 parked the vehicle illegally or let it out of your possession or the second driver's possession or it appears to be abandoned or not informing VMS about the vehicle needing to be towed and where it will be stored; or
- 19.1.11 changed your contact details listed on the front of this contract and fail to notify VMS
- 19.2 Should any one of the above events happen or should the vehicle be lost, destroyed or damaged, VMS may, if it chooses and without prejudicing any of the rights it may have: -
 - 19.2.1 immobilise and/or repossess the vehicle at any time. In the case of damage, claim from you the vehicle's market value, and all other amounts outstanding provided less the proceeds of any insurance policy paid to VMS in terms of the vehicle, including VAT;
 - 19.2.2 for the purposes of this clause, demand immediate payment of all outstanding amounts;
 - 19.2.3 rent out the vehicle immediately as it sees fit;
 - 19.2.4 claim interest at the maximum interest rate allowed by law on any payment amount and/or damages due by you to VMS that are unpaid. This interest will be calculated from the date of demand by VMS; and
 - 19.2.5.1 recover its costs from you in relation to the event

20. CESSION OF CLAIMS

You hereby cede, transfer and make over to VMS your right, title and interest in any to any claims against third parties as a result of your use of the vehicle that you may have, both in future and present of whatsoever nature and from whatsoever cause arising, as security for any amounts due to be paid to you by VMS in terms of this contract

21. APPROPRIATION

VMS may at any time before or after this contract has ended, take any payments that you make towards any debt that you may have with VMS and apply this money towards another debt that you may have with VMS. You give up the right to allocate the debt or account to which any payment will be made

22. NON-VARIATION

This contract constitutes the whole contract between VMS and yourself and no variation, alteration, amendment or cancellation of this contract or this clause shall be of any force or effect unless reduced to writing and signed by both VMS and you

No warranties or representation not contained in this contract shall be binding on VMS

Insofar as VMS may have been unable to you a client and account number before the contract was signed, VMS may insert the account number after you have signed the contract which insertion shall be deemed to be signed by both parties.

23. SERVICE SUPPORT

Where applicable, VMS, we will credit your service support account without ourselves with an amount as determined per the VPS for every completed contract month with ourselves. You may request that VMS use this balance as a contribution towards the service, maintenance and warranty costs of your vehicle at one or our workshops, or at our discretion, another RMI approved workshop up to a maximum of the lower of the balance of this amount and the costs involved. This benefit is voided should you have an accident for which payment is repudiated, your account is not in good standing or you are in breach of this contract. VMS will pay the money directly to the workshop which completed the service on your behalf

24. STATUTES

The National Credit Act 34 of 205 is not applicable to this transaction

25. GENERAL

A certificate signed by any manager of VMS (whose position as manager need not be proved) showing any amount owing by you in terms of this contract shall be sufficient proof unless the contrary is proved of any amount due and for all purposes

If more than one client signed this contract, all those that sign will be jointly and severally liable (this contract applies to you individually and in combination together). If this contract is not signed by all of you who are named in the contract or by all the partners, (if you are a partnership), this contracts shall be binding on those that have signed the contract Headings of clauses in the contract are for information purposes only and shall not be taken into account in the interpretation of this contract.

Where the singular is used, this shall also mean plural. Where "he" has been used, this shall include "she" and "it". You shall pay all stamp duties, taxes, license fees and other fiscal charges connected directly or indirectly with this contract. These amounts may be debited to your account.

If a competent court find any terms of this contract to be unenforceable, that term will be deleted and the remaining terms will not be affected.

26. EVICTION

If any person claims to be the owner or to have greater rights to possess the vehicle than you, you agree that the amounts already paid by you are the payments for your use and enjoyment of the vehicle until the date of repossession, regardless of whether you in fact enjoyed the use thereof.

27. CREDIT REFERENCE

You consent to VMS providing credit reference agencies with details of your failure to meet the terms and conditions set out in this contract. You may further consent that the credit reference agencies may, in turn, make these details available to other credit grantors. Should you request it, VMS will be glad to provide a good credit reference on an exemplary record that you maintain with us.

28. SOUTH AFRICAN FRAUD PREVENTION SERVICE

Should your account at any time in the future reasonably cause VMS to suspect that your accounts are being used for improper purposes, you consent to VMS providing details of this suspicion to the South African Fraud Prevention Service ("SAFPS"). You understand and agree that the record of this suspicion to the other members of the SAFPS if they carry out credit/other checks on your name

29. EXEMPTION

We shall not be liable for any damage or loss, whether direct or indirect, arising out of any defect in or mechanical failure to, but not limited to, the engine, gear-train, chassis etc., or the safety of the vehicle or the driving or use thereof or caused by any fault of ours, our agents or our servants, nor for any indirect loss, consequential damages, loss or profits or special damages arising out of any of the foregoing and for any breach by us of this contract. 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 VMS.

30. PRE-EXISTING DAMAGES

Windscreen
Valid license
Disc holder
Fuel cap

Tools
Spare wheel
Safety triangle
Aerial
Tyres
Alignment
Hubcaps
Tyre polish
Exhaust
Interior (front & back)
Ashtray
Glove compartment
Lighter
Radio (settings)
Seatbelts
Hooter
Fuel gauge
Cleanliness
Vacuum
Windows
Air freshener
Date Service due

B= Broken C=Cracked D=Dent
M=Missing S= Scratch CP= Chip

Comments:

ACKNOWLEDGMENT

You declare that you have read and understood the terms and conditions of this contract along with the VPS and agree to obey the terms and conditions that apply.

Signed at _____ on this _____ day of _____ 20 _____

You (client)

Witness

VMS

Witness