

## TERMS AND CONDITIONS

### A. INTERPRETATION & KEY DEFINITIONS

1. **“Driver”** shall mean a person qualified as such, and appearing on this rental agreement as being permitted by Nucleus Car Hire to drive the hired vehicle. The person may be a client or a representative of the client.
- 1.1 **“Driver’s licence”** means a valid licence issued in terms of the law of this country or any other country validated at the sole discretion of Nucleus Car Hire.
- 1.2 **“Alternate driver”** means a person in addition to the **“driver”** duly authorised in writing by Nucleus Car Hire to drive as an alternative to the client or its designated driver on terms to be set out at the sole discretion of Nucleus Car Hire or under the terms hereof.
- 1.3 **“Chauffer”** In this agreement shall mean a person designated by Nucleus Car Hire to drive the client. The person thereof shall be so designated at the sole discretion of Nucleus Car Hire.
- 1.4 **“Client”** shall mean all the persons whose names appear on this Rental Agreement as client/driver/s and alternate driver/s including any juristic person.
- 1.5 **“Damages”** in relation to the leased vehicle, and or third party damages means the actual costs, including but not limited to towing, transportation, storage, repairs, parts replacement or costs for damage reports, and any other charges related to the incident of whatsoever nature, and includes total loss of the vehicle where applicable.
- 1.6 **“Holding over damages”** means costs to be incurred by client for failing to return the vehicle per the provisions hereof.
- 1.7 **“Deposit”** in this agreement shall mean the total sum of money denominated in a currency of Nucleus Car Hire’s choosing and requested by it at its sole discretion to be used by it as security for the safe return of its vehicle and levying therefrom as provided in this agreement.
- 1.8 **“Holding over the vehicle”** means continuing to enjoy custody/possession of the vehicle by the client in contravention of this agreement.

- 1.9 **“Booking”** means the act of hiring a vehicle seven days in advance to taking delivery of the same. In the event that client has an emergency preventing it from booking as prescribed herein, efforts shall be made to secure a vehicle at the convenience and ability of Nucleus Car Hire.
- 1.10 **“Deep car wash”** means interior and exterior car cleaning requiring special equipment, chemicals generally referred to as the valet package in the car wash industry.
- 1.11 **“Minor car wash”** means interior and exterior basic cleaning of a motor vehicle.
- 1.12 **“Nucleus Car Hire”** means *Mushanguri Enterprises (Pvt) Limited* and any of its subsidiaries. The name appearing hereon is the registered trading name.
- 1.12.1 **“Rental Agreement”** means the instant lease agreement issued by Nucleus Car Hire to client as terms and conditions of its acceptance of client’s offer to hire its vehicle/s. The same is constituted by these terms and conditions and all other annexures that may be attached hereto from time to time. Once the client has signed the instant rental agreement (physically) or electronically (*where provided by Nucleus Car Hire*), it will have the effect of a legal binding rental agreement between the parties.
- 1.13 **“Rental Period”** means the period between the date when the vehicle is delivered to the client and the termination date and time specified herein.
- 1.14 **“Renting location”** means the premises from which the vehicle is rented by client which may be the premises of Nucleus Car Hire or any place designated as such by Nucleus Car Hire as renting locations.
- 1.15 **“Termination”** shall mean the date appearing hereon as the date the vehicle must be returned to Nucleus Car Hire or in the alternative, any extension agreed upon between the parties and so reflected in Nucleus Car Hire’s records or cancellation hereof by Nucleus Car Hire as a result of breach by client.
- 1.16 **“Traffic fine”** means any amount that may be levied by Nucleus Car Hire as determined by it, at its sole discretion for any traffic penalty burdening the vehicle as imposed either by traffic police, City Council traffic officers or parking officers.

- 1.17 **“Website”** means Nucleus Car Hire’s official website or mobile app.
- 1.18 **“Vehicle”** shall mean Nucleus Car Hire vehicle truck, van, trailer, caravan (*whichever is applicable*) described herein including all keys, tyres, tools, equipment, accessories and vehicle documents. It also includes any replacement for the vehicle which has been officially authorised by Nucleus Car Hire, whether or not such a vehicle was authorised or consented to by client.
- 1.19 **“Fuel Costs”** means the costs incurred to refuel the vehicle to full tank.
- 1.20 **“Successful inspection”** means an examination of the vehicle on the return back that establishes at the sole discretion of Nucleus Car Hire that the vehicle is free from damages or traffic and parking fine encumbrances.
- 1.21 **“Liability”** means amounts reflected in this agreement payable in respect of renting the vehicle as well as amounts in respect of damage, loss and or theft of the vehicle.
- 1.22 **“Delivery”** means the act of Nucleus Car Hire handing over and the client taking possession of the vehicle and or car keys at the renting location as stipulated in this Rental Agreement.
- 1.23 **The singular** herein shall include the plural and *vice versa*, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and *vice versa*,
- 1.24 If a provision in the definitions hereof is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only stated in the definition clause, effect of it shall be bestowed as if it was a substantive provision appearing in the body of the agreement.
- 1.18 Upon signing this agreement at the bottom hereof, the client has accepted the terms hereof and unequivocally hold out to the world that he or she has understood the terms hereof and agrees to be bound by them. His/her signature hereto completes the agreement on terms and conditions hereof including any annexures that Nucleus Car Hire may attach.

## **B. LEASE OF THE VEHICLE**

2. The parties hereto, being the client, and Nucleus Car Hire leases the vehicle subject to the terms and conditions as set out herein. The client by affixing

his/her signature hereon agrees to be bound by the terms and conditions hereof whether or not he was driving the vehicle or not.

### **C. DELIVERY OF THE VEHICLE TO THE CLIENT**

3. Delivery takes effect at the time and location that the client/its representative or alternative driver takes custody of the keys and/or the vehicle.
- 3.1 At the time of delivery, the vehicle shall be deemed by both parties upon mutual inspection to have been delivered to client in good order and without any damage unless any damage is recorded in writing and signed by both parties.
- 3.2 In the event that no damage is recorded at the time of delivery of the vehicle, it shall be accepted by the client that the vehicle was delivered to him/her free from damages including but not limited to missing accessories and dents.
- 3.3 The client shall have no claim against Nucleus Car Hire in the event that the vehicle is not available for delivery.
- 3.4 The client accepts and acknowledges that the vehicle has been delivered with a full tank, and undertakes to return it with a full tank, failure of which it hereby grants authority to Nucleus Car Hire to exercise sole discretion to deduct from the deposit the value of the return fuel.
- 3.5 All risk relating to the vehicle shall pass to the client as soon as the client takes delivery of the vehicle or signs this agreement, whichever occurs first.

### **D. VEHICLE USAGE**

4. The Vehicle may strictly be used for the stipulated rental period, or per any granted extended period agreed between the parties and reduced to writing in Nucleus Car Hire records.
- 4.1 The client by affixing his/her signature hereon, hereby agrees that any extended period captured in Nucleus Car Hire records, or data base, correctly reflects such 'Extended Period'.
- 4.2 The vehicle may only be driven by the client, or alternate driver. The driver must have a valid unendorsed driver's licence corresponding to the vehicle he/she wishes to hire. The licence must be on his person every time he/she drives the vehicle.

**4.3** Nucleus Car Hire reserves the right to categorise clients according to their driving experience, age and or on any other basis it may deem necessary at its sole discretion.

**4.4** The categorisation provided for under *clause 4.3* shall be at the sole discretion of Nucleus Car Hire and the charges attracting each categorisation thereof shall be made at its sole discretion.

**4.5** For the duration of the rented period, the vehicle may not be used for; -

**4.4.1** *any towing*

**4.4.2** *conveyance of passengers, goods for payment in violation of road traffic laws and regulations.*

**4.4.3** *any sport or similar or high risk activities.*

**4.4.4** *any journeys beyond the borders.*

**4.4.5** *any subletting to a third party unless prior authorisation is sought and granted in writing by Nucleus Car Hire.*

**4.4.6** *Vehicle cannot be used in any area client may be reasonably aware that there is or may be civil unrest, political disturbance, riots or any activity related to the aforementioned.*

**4.4.7** *At no point shall the client affix any logo on the vehicle, unless authority is sought from Nucleus Car Hire to install strictly magnetic stickers of any campaign material. Such authority must be sought and granted in writing.*

**4.6** In the event that client loses his/her licence by operation of any laws he/she must return the vehicle immediately.

**4.7** The client undertakes to make adequate security measure to ensure safe keeping of the vehicle.

**4.8** The client undertakes to ensure that the keys to the vehicle are under his/her control at all times.

**4.9** The client undertakes to ensure that the vehicle remains in good and safe working condition, including but not limited to, oil, water, and tyre checks.

- 4.10 In the event that the vehicle indicates any electronic fault, the client undertakes to cease operating the vehicle and immediately notify Nucleus Car Hire.
- 4.11 The client undertakes to report to the police any accident involving the vehicle or any incident that the law prescribes for a police report to be made as soon as practically possible. The period thereof must not exceed twenty-four hours.
- 4.12 Failure to make a police report as provided under the preceding paragraph shall attract a fine in the form of forfeiture of the full deposit. In the event that the deposit paid is not enough to cover the damages arising from failure to report to the police, Nucleus Car Hire shall be at liberty to institute legal proceedings to recover the same, and the costs of such proceedings shall be fully borne by the client.

#### **E. RETURNING THE VEHICLE**

5. The client hereby undertakes to return the vehicle at his/her expense on the agreed return date, time and renting location.
6. In the event that client wishes to return the vehicle earlier than the agreed period, he or she hereby accepts that Nucleus Car Hire shall levy three times daily rate for a contract of less than two weeks and six times daily rate for a contract of more than two weeks.
- 6.1 The client hereby acknowledges that failure to return the vehicle in terms of this agreement shall **constitute unlawful possession** by him/her and Nucleus Car Hire shall repossess the vehicle wherever it may be and from whomsoever in possession thereof.
- 6.2 Any costs incurred by Nucleus Car Hire in repossessing the vehicle shall be borne by the client including but not limited to, legal costs at an attorney client scale as well as collection commission and costs for additional holding over days of the vehicle.
- 6.3 The costs of holding over the vehicle unlawfully beyond the agreed period shall be **USD\$200 (two hundred United States Dollars)** charged per night and **USD\$10 (ten United States Dollars)** per hour.
- 6.4 In the event that the vehicle is not returned as per the agreement hereof, the parties by affixing their signatures hereto agree that the vehicle shall be

considered stolen and a police report may be made in that regard without any notice to client.

- 6.5** In the event that the client requires to extend the lease beyond the agreed period, such a request for an extension shall be made in writing 24 hours before the expiration of the substantive contract for contracts shorter than four weeks, for those longer or lasting four weeks, the notice period shall be two weeks.
- 6.6** The extension shall only become lawful once the client signs the extra invoice covering the extension period
- 6.7** The vehicle must be returned undamaged and in roadworthy condition.
- 6.8** Upon returning the vehicle, the client undertakes to reverse park it at the allocated parking area, ensure that it is locked, and hand over the keys.
- 6.9** The vehicle and all its accessories will remain the responsibility of client until Nucleus Car Hire has inspected it in terms of the provisions hereof.
- 6.10** The client shall be responsible for removing all its personal belongings in the vehicle before surrendering the car keys.
- 6.11** The client hereby indemnifies Nucleus Car Hire against any claim either it or any third party may have for anything that goes missing in the vehicle after he/she surrenders the car keys.
- 6.12** Upon the return of the vehicle, Nucleus Car Hire shall conduct an inspection of the same. The deposit can only be reimbursed to client upon passing the inspection.
- 6.13** In the event that the vehicle passes the inspection, Nucleus Car Hire undertakes to reimburse the deposit or the remainder thereof to client or its nominee within two days or as soon as practically possible.
- 6.14** The deposit or remainder thereof can be reimbursed in terms of clause 5.11 hereof in either cash or bank transfer. The discretion for the mode of reimbursement shall solely lie with Nucleus Car Hire.
- 6.15** The cost of any damage and or holding over damages shall be levied from the deposit.

- 6.16 In the event that the client returns the vehicle after 6 pm, inspection will be conducted the following day and the deposit will be reimbursed upon a successful inspection of the vehicle.
- 6.17 The client undertakes to return the car washed to the sole satisfaction of Nucleus Car Hire. In the event that the client fails and or neglects to wash the vehicle, a deduction in the sum of **USD5.00 (Five United States Dollars)** will be levied from the deposit for minor cleaning. In the event that the vehicle is need of a deep wash owing to client usage, an amount of **USD\$10 (ten United States Dollars)** will be levied from the deposit.
- 6.18 The client undertakes to return the car with its tyres in good condition. The client further undertakes to repair any flat tyres before returning the vehicle.
- 6.19 In the event that a tyre is damaged whilst the client was driving in a tarred road, and the tyre is beyond repair, the client hereby undertakes to reimburse Nucleus Car Hire 50% of the full cost for the tyre. The price thereof shall be at the sole discretion of Nucleus Car Hire for any burst tyres cost.
- 6.20 In the event that a tyre is damaged beyond repair whilst the client was driving in a dust/dirt road, the client hereby undertakes to compensate Nucleus Car Hire 75% of the value of the tyre. The percentage thereof shall be determined by Nucleus Car Hire at its sole discretion.
- 6.21 The return inspection will involve but not be limited to a check list of all the components and accessories of the vehicle expected to return intact. The same shall include, but not limited to, the vehicle jack, spare wheel, jack spanner, car radio speakers, and wiper. The checklist thereof shall be an attachment to this agreement as contemplated by **clause 1.8** hereof.
- 6.22 The client undertakes to return the vehicle with a full tank. In the event that the vehicle has less than a full tank, a deduction from the deposit will be made enough to cover the difference.
- 6.23 The mileage used to give effect to the provisions under **clause 5.15** hereof shall be determined by the odometer of the vehicle or vehicle tracking software. The choice of either of these methods and the price equivalent shall be at the sole discretion of Nucleus Car Hire.
- 6.24 It is hereby mutually agreed by the parties hereof that most cars will reflect a full tank on the dashboard even after driving for 100 KM or more. In that regard, the last fuelling of the vehicle by client for purposes of returning the



vehicle shall be witnessed by a representative of Nucleus Car Hire where practicable.

#### **CLIENT/DRIVER/ALTERNATE DRIVER**

7. Withstanding the interpretation clause hereof relating to client, driver and alternate driver, the vehicle may not under any circumstances be driven during the rental period or any extension period by any person without the authority of Nucleus Car Hire.
  - 7.1 Any person authorised to drive the hired vehicle undertakes to be a valid holder of a driver's licence.
  - 7.2 The client warrants that the vehicle will not be driven by any person whose blood alcohol concentration exceeds the lawfully permitted level. This clause must be read together with **clause 6** hereof.
  - 7.3 In the event that the alternate driver is used by client, or that a juristic person authorises its representative to hire a vehicle on its behalf, the client warrants that it shall remain liable for all its liabilities and obligations under this agreement.
  - 7.4 The client hereby warrants that he is entitled and authorised to enter into this Agreement where authority is lawfully required and that all particulars given to Nucleus Car Hire are true and correct.
  - 7.5 The client shall be responsible for due payment of all attendant City parking fines accruing during the rental period.
  - 7.6 The client warrants that the vehicle may not be driven beyond the borders of Zimbabwe. In the event that the vehicle is taken outside the border, **clause 5.1** shall take effect.
  - 7.7 The client shall be liable for any damage, or loss of life to a third beyond those covered by a comprehensive insurance policy where it is in force.
  - 7.8 Any loss incurred by client as a result of not following any procedure laid out by Nucleus Car Hire or the terms and conditions hereof shall be borne entirely by it.
  - 7.9 The client warrants that any loss of business incurred by Nucleus Car Hire as a result of the vehicle not being in a condition to be leased due to its conduct shall

be deducted from the deposit and any remainder thereof shall be due for payment by it.

**7.10** Notwithstanding anything in this agreement, Nucleus Car Hire shall not be obliged to make, institute or proceed with any claim which it may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the vehicle. It shall reserve sole discretion under such circumstances to abandon such claim or to settle on any terms.

**7.11** In the event that the vehicle is rented by a juristic person, the authorised driver or its representative in this agreement, the alternate driver and itself shall be jointly and severally liable under the terms and conditions hereof.

#### **F. INDEMNITY OF NUCLEUS CAR HIRE BY CLIENT**

**8.** The client agrees that neither Nucleus Car Hire nor its shareholders, directors, officers or employees shall be liable for any loss or damage whether direct or indirect arising from the rental of the vehicle provided that such loss or damage was not caused by their gross negligence. The loss or damage may include but not limited to theft of property left in the vehicle or transported therein and any loss of life or injury.

**8.1** Nucleus Car Hire, its shareholders, directors and employees are indemnified by client/driver alternate driver or their estates (*where applicable*) against any claims whatsoever from whomsoever arising from damage or loss connected to, or as a result of renting the vehicle.

#### **G. REFUND/CANCELLATION POLICY**

**8.2** *The client agrees that refund or cancellation policy shall be as follows*

*For future bookings, Cars will only be reserved with guarantee for those who have paid the deposit.*

*Refunded as follows.*

- *100% if 30 days and above*
- *50 percent if 15 days and less than 30 days*
- *25 percent 7 days and less than 15 days*
- *Less than 7 days no refund*

#### **H. IN GENERAL**

**9.** The rental agreement is the entire agreement between the parties regarding the matters contained herein. The client is bound by any undertakings representations; warranties promises or the like recorded herein including the attachments hereof.

- 9.1 An invalid provision herein or unenforceable for any lawful reason shall be severable from the rest of the agreement.
- 9.2 No extension, latitude or other indulgence shall in any circumstance be taken to or understood as implied consent or relinquishment of the rights hereof.
- 9.3 This agreement shall be governed by the laws of the Republic of Zimbabwe.
- 9.4 The parties consent to the jurisdiction of the Magistrates Court.
- 9.5 The client shall not cede any rights or assign his/her obligations, to rent or give up possession of the vehicle.
- 9.6 In the event that Nucleus Car Hire institutes legal proceedings against a client, it shall be entitled to recover from the client legal costs on the scale of attorney client, including but not limited to collection commission.
- 9.7 Client chooses *domicilium* at its address appearing hereunder. Nucleus Car Hire chooses *domicilium* at its address appearing at the top of this agreement.
- 9.8 The client acknowledges that the vehicle may be fitted with tracking software or devices to record location, speed and other information at the discretion of Nucleus Car Hire.
- 9.9 The client agrees that Nucleus Car Hire shall be entitled to use information collected from such devices for any legal proceedings as it deems fit.
- 9.10 The client acknowledges and agrees to tender documentation and personal information in order to facilitate the lease. The documents will be required as part of;
- 9.10.1 security,
- 9.10.2 records for client's details to facilitate booking and validation of the driver, client or alternate driver,
- 9.10.3 providing online assistance,
- 9.10.4 instituting legal proceedings against client where proceedings against client are necessary and,
- 9.10.5 administering traffic, parking and other traffic violation fines,

- 9.11 The client hereby agrees that the information can be used where necessary from time to time as may be required under the law or where required by the law.
- 9.12 In the event that specific consent to the use of client information is required, under any legislation, Nucleus Car Hire undertakes to seek such consent from the client.

#### ***I. SIGNATURE SIGNIFICANCE***

10. By affixing its signature hereto, the client holds out to the whole world that he/she accepts all the charges charged by Nucleus Car Hire, including any charges relating to any loss or damage to the vehicle.
- 10.1 Nucleus Car Hire reserves the right, at its sole and absolute discretion and without obligation to provide reasons, to reject any bid to hire its vehicles and the client agrees that it shall not resort to any recourse thereof.
- 10.2 Nucleus Car Hire confirms that it is compliant to statutory requirements and undertakes to report any incident relating to the use of its vehicle as may be required by the law to the relevant authorities.
- 10.3 This agreement shall be binding upon the signature of the client.
- 10.4 Payment of the charged amount shall only be done by client after perusing and understanding the terms hereof. By affixing his/her signatures hereto, the client holds out to the world that it has taken measures to understand the terms hereof including but not limited to consulting his/her legal practitioners in that regard.
- 10.5 In the event that the client does not understand any of these terms and conditions herein, he is requested to ask before signing and making a payment for an explanation from Nucleus Car Hire authorised representatives.
- 10.6 The client by affixing his signature hereto acknowledges and holds out to the whole world that the instant terms and conditions including attachments hereof are fair, reasonable, and meet best practices in the industry.