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P O Box 6885, Greenhills, 1767

Tel. No. 011-412-3407 / 083-662-9595

Fax No. 0866-198-245

www.kingandqueen.co.za

TERMS & CONDITIONS

DEFINITIONS

King & Queen Tours and Coaches CC herein refer to King & Queen Tours and Coaches.
The Client herein refers to the person who signs the quotation/documents or agreement.

CONFIRMATIONS

Private Transfers & Day Tours

King & Queen Tours and Coaches guarantee all reservations for the above services provided that they are requested forty-eight (48) hours prior to departure.

Charter Hire

In order to ensure availability, it is always recommended that reservations are made well in advance for the above services.

Overland Escorted Tours

In order to ensure availability of preferred accommodation establishments, it is always recommended that reservations are made well in advance.

King & Queen Tours and Coaches shall make every effort to ensure that the various services making up your tour will be carried out efficiently and as specified. It does not have direct control over the provision of services by suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay or irregularity that may be occasioned by any error or default. In such event King & Queen Tours and Coaches will use its best endeavors to procure another person to supply the agreed services.

King & Queen Tours and Coaches reserve the right to substitute hotels with others of a similar or higher category at no additional cost to the traveller, even after commencement of the tour.

PRICES

Prices are subject to change with prior written consent from the Client.

We hereby confirm that all Coach Hire is limit to 350 kms per day unless otherwise specified.

The Client agrees that change of prices is in some events beyond the King & Queen Tours and Coaches' control and will be necessary to secure the booking to which the Client will accept without prior written consent, such as in the event of variations in fuel prices, airfares, hotel charges, and tourism levies and entry fees.

All prices quoted are in South African Rands.

TERMS OF PAYMENT

30% (thirty percent) of the tour price is payable upon booking.

The full and final payment must be made 30 (thirty) days before the tour commences.

Any bookings made within 30 (thirty) days before the date the tour commences must be accompanied by the full payment.

Any extras not quoted for will be for the client's own account upon signed approval by the client.

King & Queen Tours and Coaches require full payment prior to the commencement date of any coach hire and/or any services supplied.

Payments can be made as follows:

- ❖ Cash Deposits
- ❖ Electronic Fund Transfers (EFT)
- ❖ NO CHEQUES ACCEPTED

CANCELLATION

Cancellations will only become effective on the date that the written cancellation is received by King & Queen Tours and Coaches. The following penalties will apply:

- ❖ 25 % of full tour price for cancellation less than 21 working days prior to the departure date.
- ❖ 50 % of full tour price for cancellation less than 14 working days prior to the departure date.
- ❖ 100 % of full tour price for cancellation less than 10 working days prior to the departure date.
- ❖ If the quotation is signed within 7 working days prior to service date, and cancelled, you will be liable for 100% of the full tour price due to cancellation.
- ❖ No cancellation fees will be due by the client in the event of the client's death or hospitalisation.

Amendments and all cancellations en route must be made with King & Queen Tours and Coaches directly. Please note that en route cancellations and amendments may incur additional fees as determined by King & Queen Tours and Coaches. Any such amounts due as a result of such amendments or cancellations are payable within 12 hours directly to King & Queen Tours and Coaches.

No refunds will be given for no-shows, or any unused services irrespective of whether they form part of the basic tour price, or whether they are in respect of pre-booked optional arrangements.

ACCOMMODATION AND MEALS

The accommodation is as specified on the itineraries or brochures and is based on 2 people sharing.

King & Queen Tours and Coaches reserve the right to make use of alternative accommodation and this will have no effect on the price of the tour, unless specified.

The meals are as specified on the itinerary.

PORTERAGE

Porterage covers the handling of one standard-sized suitcase and one piece of hand luggage. Where large groups are assisted by airport porters, giving a reasonable donation (at visitor's discretion) has become standard practice. It is encouraged that Porterage is included for groups of five (5) passengers and more.

King & Queen Tours and Coaches accept no responsibility for any loss or damage to luggage or personal property from whatsoever cause arising.

TRANSPORTATION

All transportation is conducted in air-conditioned coaches, minibuses or sedan vehicles. King & Queen Tours and Coaches therefore reserve the right to make use of smaller coaches, minibuses or sedan vehicles, depending on the number of participating clients.

PASSPORTS, VISAS AND TRAVEL DOCUMENTS

It is the responsibility of the Client to ensure that all the necessary documents, passports, visas and health certificates are valid.

AUTHORITY

The Client acknowledges and agrees that:

The Tourist Guide / Tour Leader's decision shall be final and binding at all times.

He/she will comply with the laws, customs and foreign exchange regulations of all countries visited.

He/she will not become a nuisance to the group or the Tour Leader, and if this occurs, the client shall be requested by King & Queen Tours and Coaches to leave the tour and without any refund and shall be obliged to make his/her own way home at his/her own expense.

HEALTH

All Clients are advised to take the necessary anti-malaria precautions (where applicable) and to make sure that they bring any special or personal medication with them.

DELAYS

The King & Queen Tours and Coaches guarantees that the services will be rendered at the agreed place and on the agreed date and time at the King & Queen Tours and Coaches' risk. In the event services are not rendered as agreed the Client shall have the right to accept performance services OR require performance at the agreed date, time and place in the event the agreed date and time did not pass OR cancel the agreement without penalty and treat performed services as unsolicited services.

In the event services are not performed in good manner and quality, services is not performed timely or timely notice is not give of any unavoidable delay in the performance of services the Client may require the King & Queen Tours and Coaches to either remedy the defect in quality of services performed or require the King & Queen Tours and Coaches to refund the Customer a reasonable portion of the price paid for services performed having regard the extent of the failure.

In the event of over-booking the King & Queen Tours and Coaches will procure another person to supply the agreed services. The Client agrees not to unreasonably refuse in the event the King & Queen Tours & Coaches procure another person to supply the agreed services. In the event it is not possible for the Company to procure another person the King & Queen Tours & Coaches will refund the Client the amount paid plus interest and will compensate the Client for costs directly incidental to the King & Queen Tours & Coaches' breach. No compensation will be payable to the Client in the event the Company took all reasonably steps and it was due to circumstances beyond the Company's control.

King & Queen Tours and Coaches will not be held responsible for any delays which are beyond King & Queen Tours and Coaches control and reasonable steps have to taken to mitigate any cost.

SMOKING

No smoking is permitted on any type of transportation. Regular stops are included en route.

LIABILITY AND EXCLUSIONS THEREOF

All drivers are licensed in terms of local legislation.

All vehicles are safe and comply with the necessary safety regulations.

King & Queen Tours and Coaches take every precaution to ensure the safety of its Clients, and therefore the Clients undertake all tours at their own risk.

King & Queen Tours and Coaches accept no responsibility for any death, injury or loss, which might occur.

DISCLAIMER

King & Queen Tours and Coaches, their employees, agents and associates shall not be responsible for, and shall be exempt from, any liability in respect of any loss, damage, injury, accident, delay or inconvenience to any person or their luggage or other personal property, whether the same shall occur and/or whether the same shall arise from, or be occasioned by, the negligence of King & Queen Tours and Coaches, their employees, agents, associates and other persons indirectly in the employ or service of King & Queen Tours and Coaches or otherwise under any circumstances whatsoever.

Terms and Conditions of the Rental Agreement

1. Risk and Delivery

- 1.1 The Vehicle shall be at the sole risk of the Customer from the date and time of delivery/acceptance of the vehicle until the vehicle is returned to the Company.
- 1.2 The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted. The vehicle is deemed to be delivered free of any damage of whatsoever nature and in good order and repair, with the exception of any damages which is known to the Company.
- 1.3 The Customer shall return the vehicle, on the expiry of or on termination of this agreement, at the Customer's expense to an authorised representative of the Company at the premises of the Company. The Customer acknowledges that failure to return the vehicle in terms of this agreement shall constitute legal possession and the Company may repossess the vehicle and additional charges will be applicable.
- 1.4 When the vehicle is returned by the Customer/Driver or any other designated Driver the Customer/Driver/other designated Driver shall ensure the vehicle is properly locked and secure; handover the keys of the vehicle to an authorised representative of the Company.

2. Warranties by the Customer

The Customer warrants that:

- 2.1 The vehicle was inspected and a damaged check sheet was complete before delivery or taken possession of the vehicle.
- 2.2 Inspected the fitting of the baby seat and is satisfied that it has been fitted properly.
- 2.3 All particulars and representation given and made by the Customer are true and correct.
- 2.4 All signatory who signs this agreement on behalf of the Customer is authorised to act as such.
- 2.5 The driver holds a valid driver's license for the vehicle, has not been convicted of any criminal offence which resulted in the endorsement or cancellation of his/her driving license.
- 2.6 Neither he/she nor the driver have defective vision or hearing, ever had a fit, have any physical infirmity or is infirm in any way whatsoever.
- 2.7 No person other than the driver shall drive the vehicle.
- 2.8 The Driver/passenger shall not use alcohol or smoke in the vehicle at any given time.
- 2.9 The Driver will lock the vehicle and activate any burglar alarm or protection system installed in the vehicle when same is not in use and ensures that the keys of the vehicle are properly controlled and kept in a safe place.

- 2.10 The vehicle shall not be used or driven for the conveyance of persons or property for hire, in contravention of or in breach of any law, in any race, speed test or contest or to propel or tow any vehicle or trailer (unless there is a tow bar connected to the vehicle) or on roads not properly constructed.
- 2.11 The vehicle shall not be used or driven in anyway that constitute a breach of any of the provisions of this agreement or any statute.
- 2.12 No insurer or underwriter has ever declined his/her application for any form of motor insurance, cancelled his/her policy, refused to renew his/her policy or require an increased premium or imposed special conditions on him/her.
- 2.13 Shall at all times display an absolute duty of care towards the Company in respect of the vehicle, in that the customer/driver shall ensure that the vehicle shall only be used on suitable roads and conditions as in accordance with the type of vehicle hereby rented.
- 2.14 Is over the age of 25 years and in the possession of an unendorsed valid Driving License and a valid PDP.
- 2.15 If the Driver is under 25 years old, the accepted excess doubles and a young driver's surcharge of R 100.00 per day applies.
- 2.16 Will not use the vehicle for any other purpose than the purpose for which the vehicle is hired.
- 2.17 The Driver is an employee/independent contractor of the Customer or an independent contractor of the Company.
- 2.18 He/she or the Driver will receive the vehicle with a full tank petrol/diesel and the vehicle will be returned with a full tank of petrol/diesel.
- 2.19 He/she or the Driver will not take the vehicle outside of the Republic of South Africa without prior written consent.
- 2.20 If it is necessary for the vehicle to be taken for a service during the rental period, the Driver must return the vehicle at such given time.
- 2.21 He/she or the Driver will park the vehicle in a safe and secure area or secure parking garage when it is not being driven.

3. Tracking Unit

A full movement report will be printed after each trip. Any harsh braking or speeding etc, will be monitored at all times and the Driver will be responsible for any damages and/repair of such damages incurred due to negligent driving.

4. Immediate Return

- 4.1 The Customer/Driver agree to immediately return the vehicle in the following events:
 - 4.1.1 Any acts of reckless or negligent driving was reported
 - 4.1.2 Any late return of the vehicle without authorised extension.

5. Payments

- 5.1 The Customer agrees to pay the Company the aggregate of amounts payable in terms of sub clauses 5.1.1 - 5.1.11 inclusive:
 - 5.1.1 The vehicle rental rates as set out and/or any rate agreed to in writing between the Company and the Customer, as the case may be;
 - 5.1.2 Any other fees and/or charges accepted by the Customer in terms of this agreement and/or levied in accordance with the official rates;
 - 5.1.3 The cost of fuel supplied for the vehicle by the Company, which cost will be calculated upon return of the vehicle. All fines, taxes, charges, stamp duties, levies, release costs in the event of the vehicle being impounded payable by the Company to any authority arising out of the use of the vehicle by the Customer;

- 5.1.4 All and any cost (including but not limited to) towing charges, losses or damages incurred by the Company in procuring the return of the vehicle, or such other location as determined by the Company in its sole discretion;
- 5.1.5 Any damages or losses suffered by the Company together with the extension rate at 20% of the quoted price as a late return surcharge for every late day due to the failure of the Customer to return the vehicle on the expiry of the rental period, including but without limiting the generality of the foregoing, all amounts which would have been payable by the Customer in terms of this agreement if the rental period had been validly extended to the actual date of return of the vehicle by to the Company;
- 5.1.6 All fines and court costs payable by the Company for any legal violation assessed against the vehicle, Customer or Company;
- 5.1.7 Any costs, including attorneys and own client fees, collection commission and tracing charges directly or indirectly incurred by the Company in enforcing any of its rights or recovering any amounts in terms of this agreement;
- 5.1.8 All costs incurred by the Company in repairing any damage of any nature whatsoever to the vehicle including but not limited to damage to the windscreen and/or tyres and any loss or damages suffered by the Company as a result of theft, fire or any cause whatsoever;
- 5.1.9 Valet charges as may be levied for the cleaning of the vehicle;
- 5.1.10 Accident administration fee and a traffic handling fee that may be levied by the company.
- 5.2.1 If during the rental period the renter received any service or benefit, but no charge was specified, then the Customer shall pay a charge determined on the basis specified in accordance with the official rates or, if no such basis is specified, on the Company's standard rates applicable at that time in respect of the particular service or benefit.
- 5.2.2 All charges payable by the Customer shall be payable in cash or by EFT on the termination of this agreement unless the Company requires all or any of the charges to be prepaid in advance.
- 5.2.3 If the Company has agreed to payment from the Customer by way of EFT or other, the Customer's signature shall constitute authority for the issuer of the cards to debit him/her with the total amount due, inclusive of all costs, charges and damages of whatsoever nature, howsoever arising.
- 5.2.4 The Customer shall pay all amounts payable by the Customer under this agreement to the Company, on demand. If any payment is not made on due date, then the Company may, without prejudice to any of its rights, charge interest on the amount due at the maximum rate permissible by law.
- 5.2.5 Upon return of the vehicle, an inspection will be conducted, where both parties will be present in order to ascertain any damages/loss etc.

6. Responsibility after Loss/Damage or Break down to Vehicle

- 6.1 If the vehicle is involved in any accident or collision or is lost or the vehicle or any part thereof is stolen, or is involved in any incident which could prejudice the rights of the Company, the Driver shall take all necessary steps to safeguard the interest of the Company, including but not limited to, the following where appropriate:
 - 6.1.1 He/she shall obtain the name and addresses of everyone involved and of possible witnesses;
 - 6.1.2 He/she shall not admit any responsibility or liability or 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;
 - 6.1.3 He/she shall notify the police and Company immediately and not later than 4 (four) hours after the occurrence;
 - 6.1.4 He/she shall provide the Company immediately with the case number after obtaining thereof;
 - 6.1.5 He/she shall make adequate provision for the safety and security of the vehicle;

- 6.1.6 He/she shall duly and immediately complete and the furnish with all documentation as may be required by the Company;
- 6.1.7 He/she shall immediately submit a copy of his/her driver's license to the Company.
- 6.2 He/she shall co-operate with the Company and any insurer in any investigation, the lodging or instituting of any claim or action and the defence of any prosecution, claim or action relating to the above.
- 6.3 If the vehicle had a break down due to mechanical faults, the Customer/Driver shall immediately inform the Company of such occurrence and the Company will arrange a substitution vehicle at the cost of the Company.
- 6.4 If the Customer is not the Driver, then, without in any way derogating from the Customer's obligations in terms of this clause, the Customer shall ensure that the Driver complies with the provisions of this clause. If the Customer is not the Driver and the Driver does not comply with the conditions as set out this clause, hereof, the Customer shall automatically become liable for all damages, including any third party claims.
- 6.5 The Customer shall furnish the Company (and if the Customer is not the Driver the Customer shall also ensure that the Driver furnishes to the Company) any notice of claim, demand, summons or the like, which the Customer or the Driver may receive in that regard.
- 6.6 The Driver and the Customer shall not be entitled to affect any repairs to the vehicle whether mechanical, structural or otherwise without the prior written consent of the Company.

7. Collision Waiver

- 7.1 "Excess" shall mean excess charge payable as required by the applicable Insurance Company.
- 7.2 If the repair for any damages to the vehicle for whatsoever reason is more than R3 500 a compulsory excess fee of R 3 500 is immediately payable.
- 7.3 The Customer shall be liable for any cost, damages or loss for whatsoever reason which amount is less than R3 500.
- 7.4 In the following occurrences the Customer/Driver will be held liable for the full amount of any cost incurred, damages or loss relating to the vehicle, regardless of fault:
 - 7.4.1 Loss or damages caused to vehicle where there was no other vehicle involved.
 - 7.4.2 Loss or damages incurred to tyres, rims trims, windows, mirrors/glass, upholstery or any other damages caused to the vehicle where the Customer/Driver regardless of fault.
 - 7.4.3 Damages caused in the event of the vehicle driving on gravel road.
 - 7.4.4 Driver driving under the influence or intoxicated due to the use of any substance or incurred across the South African borders.
 - 7.4.5 Loss or damages due to gross negligence on the part of Driver.
 - 7.4.6 Not adhering to traffic, road and driving regulations.
 - 7.4.7 Loss or damages due to the Driver/Customer's being in material breach of any terms or conditions of this agreement.
 - 7.4.8 Loss or damages to property or injury incurred to the Driver/passengers.
- 7.5 In the event of an accident or any damages being caused to the vehicle where it was the drivers fault or which falls within the ambit of the above clause, the credit card holder would be automatically liable for the whole amount of the repairs and the loss of income for the hired car and any other costs occurring as a result of the damages/accident no matter what insurance has been accepted.
- 7.6 The Customer/Driver shall be held liable for the sub-hire of an alternative vehicle for the remainder of the rental period.

8. Lost keys and Theft Waiver

- 8.1 If the Customer/Driver cannot produce the original keys of the vehicle, the Customer/Driver will be held liable for replacement of the keys.

- 8.2 If the Customer/Driver cannot produce the original keys of the vehicle within 24 hours of the vehicle being stolen/misplaced, the Customer/Driver will be liable for the amount equal to the Bank Settlement amount or the replacement of the vehicle with the same make and model and in the same condition as the vehicle was in the month of its first registration and to place the Company in the same position it was before the rental date.
- 8.3 The Customer/Driver shall be liable for any additional cost to sub-hire an alternative vehicle for the remainder of the rental period.

9. Indemnity

- 9.1 The Customer indemnifies the Company against any claims by any person for any damaged of any nature whatsoever suffered as a result of any incident involving the vehicle whether as a result of the Company's negligence or otherwise.
- 9.2 The Company shall not be liable for any damage arising out of any defect in or mechanical failure of the vehicle, nor for any loss or damage to any property transported in or left in the vehicle, nor for any indirect damages, consequential loss, loss of profits or any other damages which the Customer or the Driver or any person transported in the vehicle may suffer arising out of this agreement.
- 9.3 The Driver indemnifies the Company against any claim by any person for any damage of any nature whatsoever suffered as a result of any incident involving the conveyance of the driver and any of the passenger whether as a result of the Company's or any of its employee's negligence or otherwise.
- 9.4 The Company shall not be liable for any damage to person or property in terms of the aforesaid conveyance referred to above, nor any loss of or damage to any property transported in or left in the conveyance vehicle, nor for any indirect damages, consequential loss, loss of profit or any other damages which the Customer or the driver or any person transported in the vehicle may suffer.

10. Rates and Charges

The Customer shall pay the rental rates as specified in the rental agreement, as well as any applicable additional charge/s, applicable, including charge/s for delivery, collection, one way drop off, baby seat/s, petrol/diesel, valet, cleaning, repairs, replacements, airport surcharge, additional driver charge, incident claim handling fee (R500.00), collision damage waiver and/or theft loss waiver.

11. Extension of Rental Period

- 11.1 The Customer will be entitled at any time during the initial rental period to extend such rental period orally and the Customer agrees that any extension so noted by a representative of the Company on the Company's records will correctly reflect such extension, and notwithstanding anything contained herein to the contrary the original rental agreement will be regarded as so amended.
- 11.2 If the Customer's obligation to obtain a reference number in respect of any valid oral extension.
- 11.3 The extension will be at the Company's discretion.
- 11.4 In the event of the vehicle being impounded and the vehicle is not returned on the return date as specified in this agreement, the rental will be deemed extended together with the extended rental rate of 20% of the quoted price as a late return surcharge for every late day.

12. Termination

- 12.1 The obligations of the Customer and rights of the Company under this agreement shall continue to be in full force and effect until such time as the vehicle has been returned to the Company in terms of this agreement and the Customer has complied with all obligations in terms hereof.
- 12.2 The Company is entitled to cancel this agreement with immediate effect in the event the Customer/Driver is in material breach of any obligations in terms of this agreement. The Customer/Driver will be obliged to return the vehicle immediately and will be held liable for any

- rental payment till date of return as well as any damages caused to the vehicle and/or any other damages/loss or costs incurred due to the Customer/Drivers breach.
- 12.3 In the event the Customer/Driver cancels the agreement the Company may charge a 10% cancellation penalty of the remainder of the contract taken into account the nature of the goods, the length of the notice, reasonable potential to find an alternative customer and the general practice of the industry.
- 12.4 The Company guarantees that the services will be rendered at the agreed place and on the agreed date and time at the Company's risk. In the event services are not rendered as agreed the Customer shall have the right to accept performance services OR require performance at the agreed date, time and place in the event the agreed date and time did not pass OR cancel the agreement without penalty and treat performed services as unsolicited services.
- 12.5 In the event services are not performed in good manner and quality, services is not performed timely or timely notice is not give of any unavoidable delay in the performance of services the Customer may require the Company to either remedy the defect in quality of services performed or require the Company to refund the Customer a reasonable portion of the price paid for services performed having regard the extent of the failure.
- 12.6 In the event of over-booking the Company will procure another person to supply the agreed services. The Customer agrees not to unreasonably refuse in the event the Company procures another person to supply the agreed services. In the event it is not possible for the Company to procure another person the Company will refund the Customer the amount paid plus interest and will compensate the Customer for costs directly incidental to the Company's breach. No compensation will be payable to the Customer in the event the Company took all reasonable steps and it was due to circumstances beyond the Company's control.

13. Civil Disturbance

- 13.1 The Driver shall not take the vehicle into any area or on any road where there is a risk that the vehicle may be damaged, stolen or lost through civil disturbance, riot or any act of political unrest.
- 13.2 The Customer shall be liable for all damages suffered by the Company if the Driver contravenes this clause for any reason whatsoever.

14. General

- 14.1 The Customer acknowledges that ownership in the vehicle shall at all times remain vested in the Company, or the true owner of the vehicle.
- 14.2 The Customer shall not be entitled to cede or assign any of its rights and obligations under this agreement or to sublet or part with possession of the vehicle, its tools or equipment or any part of it.
- 14.3 The cost of fuel is not included in the amount of the rental.
- 14.4 Any tampering by the Customer with the odometer of the vehicle will be regarded as fraud. Where required in determining the rental charges the distance driven by the Customer shall be measured from the odometer installed in the vehicle. If such calculation is not practical, or possible for any reason whatsoever, the calculation shall be done by such other reasonable method as the Company in its sole discretion may determine and the renter shall be obliged to furnish all such information and assistance as the Company may reasonably require for that purpose.
- 14.5 If the renter is not the Driver, then, without in any way derogating from the Customer's obligations in terms of this agreement, the Customer and the Driver, shall be liable to the Company jointly and severally for all and or any amounts owing under this agreement including but not limited to damages.
- 14.6 The Customer declares that he/she has not been induced to enter into any provision of this agreement upon any representation made by or on behalf of the Company with regards to the delivery time, condition, quality state of repair, performance capability, fitness or suitability for any purpose, of the vehicle.

- 14.7 Save as otherwise stated in this agreement any addition to or alteration of this agreement shall be null and void unless agreed upon by the Company and the Customer in writing and both parties signed.
- 14.8 Waiver by the Company of any breach of this agreement shall not prejudice any rights of the Company under this agreement.
- 14.9 The Company in its sole discretion may appropriate any payment, which the Company may receive from the Customer, or from any other persons on behalf of the Customer, to any liability of the Customer under this agreement.
- 14.10 The parties consent to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the parties, for all purposes under this agreement, notwithstanding that the subject matter of cause of action involved be otherwise beyond the jurisdiction of the said court.
- 14.11 The Customer chooses domicilium citandi et executandi for purposes of this agreement, at the Customer's address specified or in the case of the address not being with in the Republic of South Africa, at the Driver's local address specified.
- 14.12 A certificate of any Director, Manager or Accountant of the Company as to any amount owed by the Customer to the Company shall constitute proof of the amount owing.
- 14.3 This document contains the entire agreement between the parties regarding the matters contained herein and the Company shall not be bound by undertakings, representations, warranties, promises or the like not recorded herein.
- 14.14 It is agreed that each clause of these terms and conditions is severable, the one from the other and if any clause is found to be defective or unenforceable for any reason by any competent Court, then the remaining clauses shall be and continue to be of full force and effect.
- 14.15 By his/her signature hereof the Driver and or the authorised agent of the Customer undertakes personal liability of the Company's obligations as surety and co-principal debtor in solidium.
- 14.16 This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

I, _____ ("the Surety/Driver") bind myself as surety for and co-principal debtor jointly and severally with the Client ("the Debtor") to the Company ("the Creditor") for the due and punctual performance by the Debtor of all its obligations to the Creditor whether presently due, owing and payable or becoming due, owing and payable in the future. (Driver)