

**DRIVER SELECT (PTY) LTD**  
**Rental Agreement Summary**

Date: \_\_\_\_\_

I \_\_\_\_\_ (Uber driver-partner) understand and acknowledge the following responsibilities and key points I need to perform as per the DriverSelect rental agreement in respect of vehicle \_\_\_\_\_ (registration number) that I have signed:

		Initial
1	I know how to use the Uber Partner account in the a web browser like Google Chrome to view my weekly pay statements and the vehicle fee details	
2	I know I owe R_____ per week for my rental. And that this rental needs to be paid every week if I work or not	
3	If I am short on my rental, I will EFT or ATM deposit the outstanding amount into the DriverSelect bank account: <ul style="list-style-type: none"> <li>The DriverSelect bank account details are:  Account Name: Driver Select (Pty) Ltd  Bank: FNB  Branch: 201511  Account: 62612213926</li> <li>I understand that if my Uber earnings not cover my weekly rental I need to deposit the shortfall to DriverSelect's account before 10am on Thursday. Failing to do so could result in the vehicle being deactivated until payment is made. Management will use their discretion on deactivations. Should payment on shortfalls not be made, termination will be imposed and I will be required to return the vehicle in a timeous manner.</li> </ul>	
4	I am responsible for providing my own mobile device (phone) and paying my own fuel and data every week	
5	I am responsible for keeping the vehicle clean	
6	I am responsible for driving safely especially when I have a rider(s) in the vehicle	
7	I need to let the car owner know as soon as there is a problem with the car. Car owner name & contact number: _____	
8	I need to give the car owner 2 weeks' written notice when I want to cancel the rental agreement. If return the vehicle without giving 2 weeks' notice I will still be charged for 2 weeks' rental	
9	I need to come in for vehicle checks when necessary (tick the correct one): <ol style="list-style-type: none"> <li>Every 3-months if I am on DriverSelect service <input type="checkbox"/></li> <li>Every two weeks if I am on DriverSelect Plus service <input type="checkbox"/></li> </ol>	
10	I am responsible to pay half the excess in an accident if it is NOT my fault, this amount being R_____	
11	I am responsible to pay the full excess amount if I am in an accident and it is MY fault, this amount being R_____	
12	I am not allowed to sublet the vehicle. This means that no one else is allowed to rent or drive the car that is on my profile.	
13	My deposit will be returned to me <b>15 days after</b> I have returned the vehicle and it is in the same condition I got the vehicle in.	
14	I am responsible for driving safely especially when I have a rider(s) in the vehicle I will adhere to the road ordinance Act at all times. If found in contravention of the Act . the rental agreement may be terminated and you will be liable for the 2 weeks rental charges.	
15	Please note that any fines or infringements that are received while you are renting this vehicle will be redirected to you at a fee of R150 for your account.	

DriverSelect Operational Manager name: \_\_\_\_\_

DriverSelect Operational Manager signature: \_\_\_\_\_

**DRIVER SELECT (PTY) LTD**  
**Approved Rental Agreement**  
**Agreement between:**

\_\_\_\_\_ (Car Owner) and

\_\_\_\_\_ (Uber driver-partner)

*(whose further details are listed in Schedule 1)*

## 1. Introduction

- 1.1 This Agreement between the Car Owner and the Uber driver-partner is made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ and will continue indefinitely or until otherwise terminated by either party upon 2 weeks' written notice.
- 1.2 This Agreement details the terms of the rental by the Uber driver-partner of the vehicle described in Schedule 1 (the "vehicle") that the Car Owner has listed on the Driver Select (Pty) Ltd rental platform.
- 1.3 The Car Owner and Uber driver-partner hereby acknowledge that they have accepted the Terms of Service as listed on the <https://driverselect.co.za> website, and that full compliance with these terms is required by both parties at all times.

## 2. Agreed Rental Rates and Payment

- 2.1 The Car Owner hereby charges the Uber driver-partner (delete as appropriate):
- 2.1.1 A fixed rental of R\_\_\_\_\_per week (or zero if applicable).
- 2.1.1.1 R\_\_ per kilometre for **ALL** kilometres driven that week (and verified as per the vehicle's approved car tracking service);
- 2.1.1.2 R\_\_ per kilometre for all kilometres driven that week **AFTER** the first \_\_\_\_\_ kilometres (and verified as per the vehicle's approved car tracking service)
- 2.2 THE CAR OWNER AND UBER DRIVER-PARTNER HEREBY AUTHORISE DRIVER SELECT (PTY) LTD TO DEDUCT THE ABOVE RENTAL FROM THE UBER DRIVER-PARTNER'S UBER WEEKLY EARNINGS IN ACCORDANCE WITH THE TERMS OF THE UBER AUTHORIZATION AND INSTRUCTION FORM SIGNED BY THE UBER DRIVER-PARTNER, AND TO PAY THIS (NET OF DRIVER SELECT (PTY) LTD FEES) TO THE CAR OWNER'S BANK ACCOUNT WITHIN 3 DAYS' OF RECEIPT OF THE FUNDS BY DRIVER SELECT (PTY) LTD FROM UBER.
- 2.3 The Uber driver-partner will be responsible for his own fuel cost and all costs associated with their mobile device (cell phone).
- 2.4 If my Uber trip earnings do not cover the full weekly rental due I understand that I will be given 2 weeks to catch-up the rental shortfall and if I have not been able to settle the full rental shortfall amount after 2 weeks I will immediately return the vehicle and this rental agreement will terminate.

## 3. Deposit

- 3.1 The Car Owner requires the Uber driver-partner to pay a deposit of R\_\_\_\_\_ to Driver Select (Pty) Ltd, to be held on the Car Owner's behalf until the end of this Rental Agreement. The Uber driver-partner acknowledges that:
- 3.1.1 Where the deposit is used to cover any damages to the vehicle, or for any other authorized deductions, the deposit will be automatically topped-up by Driver Select (Pty) Ltd from the Uber driver-partner's on-going Uber Earnings according to a schedule to be agreed between the Car Owner and the Uber driver-partner.
- 3.1.2 Unused rental deposits will be refunded to the Uber driver-partner by Driver Select (Pty) Ltd within 15 days of the end of the rental period.
- 3.2 Driver Select (Pty) Ltd.'s Bank Details are as follows:  
**Account Name: Driver Select (Pty) Ltd**  
**Bank: FNB**  
**Branch: 201511**  
**Account: 62612213926**
- 3.3 The Uber driver-partner must present the Car Owner and Driver Select (Pty) Ltd with proof of payment of the deposit prior to the commencement of the rental.

#### 4. Vehicle Handover and Return

- 4.1 The Car Owner and the Uber driver-partner may either agree to hand-over and return the vehicle at:
- 4.1.1 A Driver Select (Pty) Ltd approved location (recommended);
- 4.1.2 A location as agreed between the parties.
- If a Car Owner and an Uber driver-partner decide to do a vehicle handover or a vehicle return NOT at a Driver Select (Pty) Ltd premises, then a Driver Select (Pty) Ltd staff member MUST attend such handover or return to ensure that the proper vehicle inspection is completed, AND Driver Select (Pty) Ltd may charge a fee of up to R250 plus VAT (plus transport at approved AA rates per kilometre where travel is >50kms from the Driver Select (Pty) Ltd premises) to the Car Owner for providing this service.
- 4.2 Handover**
- 4.2.1 Where option 1 is chosen, Driver Select (Pty) Ltd will conduct a comprehensive check of the vehicle, and will note any defects that need repair or renewal;
- 4.2.2 Where option 2 is chosen, the Car Owner must download the **Vehicle Handover Checklist** from the <https://driverselect.co.za> website, and Car Owner and Uber driver-partner must complete and sign this at the time of handover.
- 4.3 Return**
- 4.3.1 Where option 1 is chosen, Driver Select (Pty) Ltd will conduct a comprehensive check of the vehicle, and will note any defects that have occurred during the period of the vehicle rental.
- 4.3.2 Where option 2 is chosen, the Car Owner must download the **Vehicle Return Checklist** from the <https://driverselect.co.za> website, and Car Owner and Uber driver-partner must complete and sign this at the time of vehicle return.
- 4.4 WHERE THERE HAS BEEN DAMAGE TO THE VEHICLE AS RECORDED EITHER BY DRIVER SELECT (PTY) LTD IN THEIR COMPREHENSIVE VEHICLE CHECK, OR AS AGREED BY THE CAR OWNER AND UBER DRIVER-PARTNER BY COMPARING THE VEHICLE INSPECTION CHECKLISTS COMPLETED AT HANDOVER AND RETURN, THE UBER DRIVER-PARTNER WILL BE LIABLE FOR SUCH DAMAGES.

## 5. Vehicle Inspections

- 5.1 The Uber driver-partner will be required to deliver the vehicle for a regular vehicle inspection to a Driver Select (Pty) Ltd approved location, as follows: (delete as appropriate):
  - 5.1.1 Where the Car Owner has selected the **DriverSelect** service option, on a 3-monthly basis from the date of this agreement.
  - 5.1.2 Where the Car Owner has selected the **DriverSelectPlus** service option, every two weeks from the date of this agreement.
- 5.2 The Car Owner reserves the right to call his vehicle in for inspection at any time and at any location by giving 3 days' notice to the Uber driver-partner.

## 6. Vehicle Maintenance & Damage

- 6.1 The Uber driver-partner will undertake to keep the vehicle neat and clean at all times.
- 6.2 Any damages made to the vehicle, other than wear and tear (as defined in the Driver Select (Pty) Ltd User Policies document and which can be found on the User <https://driverselect.co.za> website), will be deducted by Driver Select (Pty) Ltd from either the Uber driver-partner's deposit or the accrued or future Uber earnings of the Uber driver-partner of the vehicle (this includes scratches and dents, tyres etc.) as per the Terms of Service of Driver Select (Pty) Ltd.
- 6.3 Where a deduction is made against the Uber driver-partner's deposit the deposit will be topped up to the original level from future Uber earnings.

## 7. Uber driver-partner's obligations

- 7.1 The Uber driver-partner shall, for the duration of this agreement:
  - 7.1.1 Provide complete and accurate information to the Company, and keep that information current and updated in the event of any changes to the Uber driver-partner's driving record or contact information;
  - 7.1.2 Meet and continue to meet Uber's [Eligibility Requirements](#);
  - 7.1.3 Disclose any vehicle or driving related violations, collisions, accidents or other information that should reasonably be brought to the Car Owner's attention regarding the vehicle or the Uber driver-partner's use of the vehicle;
  - 7.1.4 Use the vehicle only for agreed commercial use, and for your own personal use;
  - 7.1.5 Not let or otherwise grant any right of use of the vehicle to any other person, without the Car Owner's prior written consent;
  - 7.1.6 Use the vehicle strictly in accordance with the terms and conditions of any insurance policy which the Car Owner has put in place for the vehicle;
  - 7.1.7 Exercise reasonable care when using the vehicle and only use the vehicle within the designated area agreed to between the parties. For the avoidance of doubt, the Uber driver-partner shall not drive, or attempt to drive the vehicle across any of South Africa's borders;
  - 7.1.8 Use all reasonable efforts to secure evidence from any available witnesses and to provide the Car Owner, or their nominated agent or representative, with a written description of any collision, accident or other incident relating to the vehicle and any other information the Car Owner may request, including identity and insurance information of any parties involved, and provide their full cooperation and assistance in any loss investigation conducted by the Car Owner, their nominated agent or representative, or any claim assessor or administrator appointed by the Car Owner's insurers;
  - 7.1.9 Pay all fines, citations, expenses or other costs relating to your use of the vehicle, including but not limited to toll fees, parking tickets, towing fees incurred during the rental period;
  - 7.1.10 Pay for any damage, losses, or other liabilities, that are not covered by the Car Owner's insurance policy and that result from your use of the vehicle in breach of this agreement,

including but not limited to any damage, loss, or other liabilities arising from you driving the vehicle while under the influence of drugs or alcohol;

- 7.1.11 Release the vehicle immediately on demand to the Car Owner, or nominated agent or representative, if the Car Owner has reasonable grounds to believe that the Uber driver-partner is using the vehicle in breach of this agreement;
- 7.1.12 Not encumber the vehicle, or any part thereof, in any way;
- 7.1.13 Not make any structural, mechanical or other alterations or refurbishments to the vehicle without the Car Owner's prior written consent;

## 8. Car Owner's obligations

- 8.1 The Car Owner shall, for the duration of this agreement:
  - 8.1.1 Provide comprehensive insurance and collision protection for the vehicle, as well as liability insurance for bodily injury and property damage arising from use of the car in line with [Uber's Insurance Guidelines](#);
  - 8.1.2 Ensure that the vehicle is kept in a safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable inspection and registration requirements; and shall regularly have the vehicle checked for any defects in its operations or safety as per the Uber guidelines and as described in the Driver Select (Pty) Ltd vehicle inspection checklist;
- 8.2 If the vehicle is not capable of being used while it is being repaired, the Uber driver-partner will not be charged any rental for that period.
- 8.3 THE UBER DRIVER-PARTNER ACKNOWLEDGES AND AGREES THAT THEY SHALL NOT HAVE ANY CLAIM AGAINST THE CAR OWNER FOR ANY LOSS OF INCOME DURING THAT PERIOD.
- 8.4 The cost of effecting any repairs or maintenance to the vehicle during the rental period shall be for the Car Owner's account unless such repairs or maintenance have become necessary due to the fault of the Uber driver-partner.

## 9. Indemnity

- 9.1 NOTWITHSTANDING ANY INSURANCE COVER THAT IS IN PLACE, THE UBER DRIVER-PARTNER SHALL ALWAYS BE AND REMAIN LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING CONSEQUENTIAL LOSS, CAUSED TO THE CAR OWNER, THE VEHICLE, ANY THIRD PARTY, AND/OR TO THE PROPERTY OF ANY THIRD PARTY, DURING THE RENTAL PERIOD/S, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED BY A WILFUL OR NEGLIGENT ACT OR NOT, AND/OR REGARDLESS OF WHETHER THE VEHICLE IS BEING DRIVEN BY THE UBER DRIVER-PARTNER OR NOT AT THE TIME THAT SUCH LOSS OR DAMAGE WAS SUSTAINED.
- 9.2 THE UBER DRIVER-PARTNER HEREBY INDEMNIFIES THE CAR OWNER FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THE UBER DRIVER-PARTNER'S USE OF THE VEHICLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR LOSS RELATING TO A VEHICLE NOT BEING AVAILABLE WHEN IT WAS SUPPOSED TO BE, ANY MALFUNCTION OF OR DEFICIENCY IN THE VEHICLE, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY THE UBER DRIVER-PARTNER OR ANY PASSENGERS OR OTHER THIRD PARTIES.
- 9.3 THIS INDEMNITY SHALL NOT APPLY TO ANY DAMAGES OR LOSSES RESULTING FROM THE CAR OWNER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 9.4 THE CAR OWNER SHALL IMMEDIATELY NOTIFY THE UBER DRIVER-PARTNER, IN WRITING, SHOULD THEY RECEIVE NOTICE OF ANY CLAIM AND/OR PROCEEDINGS INSTITUTED BY A THIRD PARTY AGAINST THEM IN RESPECT OF ANY OF THE MATTERS FOR WHICH THEY HAVE BEEN INDEMNIFIED BY THE UBER DRIVER-PARTNER.

- 9.5 THE UBER DRIVER-PARTNER SHALL, ENTIRELY AT THEIR OWN COST, DEFEND ANY SUCH THIRD PARTY CLAIM OR PROCEEDINGS, AND THE CAR OWNER SHALL PROVIDE REASONABLE ASSISTANCE IF SO REQUIRED.
- 9.6 THE UBER DRIVER-PARTNER'S OBLIGATION TO INDEMNIFY THE VEHICLE CAR OWNER UNDER THIS CLAUSE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

## 10. Vehicle Traffic Fines

- 10.1 Traffic fines will be for the Uber driver-partner's account unless the offence is due to an unlicensed vehicle.
- 10.2 The Uber driver-partner agrees that all traffic fines and other fines, citations, tolls etc. will be redirected to the Uber driver-partner as per the Driver Select (Pty) Ltd User Policies Document (see <https://driverselect.co.za> for details).

## 11. Vehicle Impound

### 11.1 No Operating License

Where the vehicle has been impounded for not having the necessary operating license, the Car Owner will be responsible for securing the release of the vehicle from the police impound by providing evidence of Car Ownership and paying the release fee.

### 11.2 Other Car Owner-related Issues

Where the vehicle has been impounded as a result, for example, of the Car Owner failing to keep the vehicle in a roadworthy condition, or failing to pay the license, the Car Owner will be responsible for securing the release of the vehicle from the police impound by providing evidence of Car Ownership and paying the release fee.

### 11.3 Uber driver-partner-related Issues

Where the vehicle is impounded by the police as a result of actions or negligence of the Uber driver-partner, the Car Owner will be responsible for securing the release of the vehicle from the police impound by providing evidence of Car Ownership, paying the release fee, and then instructing Driver Select (Pty) Ltd to deduct such fees from the Uber driver-partner's deposit, current and future Uber earnings as necessary.

## 12. Uber driver-partners

- 12.1 Uber driver-partners must not use hand held cell-phones whilst driving the rented vehicle and must obey the laws of the road at all times.
- 12.2 Uber driver-partners must not smoke in the vehicle at any time (see <https://driverselect.co.za> User Policies document for all aspects relating to the use of the vehicle).

## 13. Insurance

- 13.1 The Car Owner hereby confirms that he has Uber Approved Insurance for his vehicle, and which includes:
- 13.1.1 An excess payment of R\_\_\_\_\_ for which the Uber driver-partner is liable in the event of a claim.
- 13.1.1.1 Should the Uber driver-partner be at fault, he/she will be liable to pay the full excess amount in the event of a claim.
- 13.1.1.2 Should the Uber driver-partner not be at fault, he/she will be liable to pay half (50%) of the excess amount and the Car Owner will pay the other half (50%) in the event of a

claim. In the event that the Car Owner recovers the excess amount from a third party (i.e. the person liable for causing the accident), the Car Owner will reimburse the Uber driver-partner for their 50% portion of the excess amount.

- 13.2 If an accident or incident occurs during the rental period which gives rise to an insurance claim, then the Uber driver-partner shall be liable for the insurance deductible payment (“excess”) specified in the Car Owner’s insurance policy.

## 14. Confidentiality

The Uber driver-partner will keep confidential all matters pertaining to this agreement and the business of the Car Owner and will not discuss or divulge to any third party (including customers) any information which is obtained by reason of this Agreement and/or the relationship with the Car Owner.

## 15. Car Owner’s warranties

- 15.1 The Car Owner hereby warrants that the vehicle being rented by the Uber driver-partner meets the eligibility requirements as specified by Uber.
- 15.2 The Car Owner hereby warrants that it is the rightful Car Owner of the vehicle or, alternatively, it has the right to lease the vehicle to the Uber driver-partner in terms of this agreement.
- 15.3 Except for the warranties given by the Car Owner in this clause or elsewhere in this agreement, the Car Owner denies and disclaims all and any other warranties in respect of the vehicle, including but not limited to, implied warranties regarding the amount of income that can be earned by the Uber driver-partner from renting the vehicle.

## 16. Documents

The Car Owner shall send a signed copy of this Rental Agreement, plus a completed and signed Vehicle Handover Checklist, to Driver Select (Pty) Ltd (email [info@driverselect.co.za](mailto:info@driverselect.co.za)) as soon as the rental commences. The time included on the signature pages will be the time from which the rental shall be deemed to commence.

## 17. Breach

- 17.1 If either party (“Defaulting Party”):
- 17.1.1 commits any breach of this agreement, other than a breach of a payment obligation, and fails to remedy the breach within 20 (twenty) Business Days after receipt from the other party of written notice calling upon it to do so; or
  - 17.1.2 commit a breach of any payment obligation in terms of this agreement and fails to make payment within 7 (seven) Business Days after receipt from the other party of written notice calling upon it to do so;
  - 17.1.3 commit or attempts to commit an act of insolvency (as defined in the Insolvency Act, No 24 of 1936), or application is made by any person other than a party for their sequestration or winding up, as the case may be;
- then the other party (“Aggrieved Party”) shall be entitled, in addition to and without prejudice to any other right it may have in law or in terms of this agreement, to enforce specific performance of the terms of this agreement; or cancel this agreement; and in either event, recover such damages as it may have sustained, subject to the limitations set out in this agreement.
- 17.2 Should the Car Owner cancel this agreement and the Uber driver-partner disputes the Car Owner’s right to do so and the Uber driver-partner remains in possession of the vehicle pending the determination of that dispute; then:



- 17.2.1 the Uber driver-partner shall pay a daily rental amount of R\_\_\_\_\_ for their continued use of the vehicle;
- 17.2.2 the acceptance by the Car Owner (or Driver Select (Pty) Ltd on the Car Owner's behalf) shall be without prejudice to and shall not in any manner whatever affect the Car Owner's claim to cancellation of this agreement.
- 17.3 Should the dispute referred to in 17.2 be determined in favour of the Car Owner, then payments made to the Car Owner shall be regarded as damages paid by the Uber driver-partner on account of the loss sustained by the Car Owner as a result of the holding over by the Uber driver-partner of the vehicle and, should the dispute be determined in favour of the Uber driver-partner, the said payments shall be deemed to be rentals duly paid by the Uber driver-partner for their continued beneficial use and enjoyment of the vehicle.
- 17.4 All legal costs as between attorney and client, charges and disbursement and fees , incurred by the Aggrieved Party in successfully enforcing or defending any provision of this agreement, or any claim there under, shall be for the account of the Defaulting Party, and shall be payable on demand.

## 18. Termination of the Rental Agreement

- 18.1 A Car Owner or Uber driver-partner must give a notice period of at least 2 weeks in writing before ending the rental contract.
- 18.2 In the event the Uber driver-partner is unable to cover the full rental in any given week the Uber driver-partner will automatically be given notice that the rental agreement will terminate in 2 weeks unless the full rental shortfall has been settled by the driver.
- 18.3 Early termination by the Uber driver-partner will result in a cancellation penalty equal to two weeks rental or **R5,000**, whichever is the lesser amount. If the initial deposit paid is insufficient to cover the cancellation penalty, any shortfall will be deducted from any accrued and future Uber driver-partner income by Driver Select (Pty) Ltd and paid to the Car Owner.
- 18.4 Early termination by the Car Owner will result in a cancellation penalty of **R5,000**, and which will be deducted by Driver Select (Pty) Ltd from accrued rental payments owed to the Car Owner at the time of the cancellation, and paid by Driver Select (Pty) Ltd to the Uber driver-partner.
- 18.5 If the vehicle becomes inoperable during the rental period and cannot be fixed or replaced within 2 days, or a reasonable time frame agreed upon by the Car Owner and Uber driver-partner, the Uber driver-partner will not be charged for the remainder of the rental period and in the process discontinue the use of the vehicle and this Rental Agreement will be canceled. A deposit refund will be completed 15 days after the rental has been canceled (or can be carried over to a subsequent rental from the same Car Owner if agreed between the parties).

## 19. Force majeure

- 19.1 If either Party ("the Invoking Party") be prevented from complying with any of its obligations in terms of this agreement as a result of any Act of God, war, fire, flood, legislation, insurrection, sanctions, trade embargo, interruption of essential services, or any economic or other cause beyond the reasonable control of such party ("force majeure") then the Invoking Party shall immediately give written notice thereof to the other party:
- 19.1.1 Specifying the cause and anticipated duration of the force majeure; and
- 19.1.2 Promptly upon termination of the force majeure, stating that such force majeure has terminated.
- 19.2 Compliance with any such obligations shall be suspended from the date on which notice is given of force majeure until the date on which notice is given of termination of force majeure ("Suspension Period"), subject always to the remaining provisions of this clause.



19.3 The Invoking Party shall not be liable for any delay or failure to comply with of any obligation hereunder, or loss or damage due to or resulting from the force majeure during the Suspension Period, provided that:

19.3.1 The Invoking Party uses and continues to use its best efforts to comply with such obligation;

19.3.2 If the force majeure continues for more than 60 (sixty) Days, the other party shall be entitled to cancel this agreement on the expiry of such period, but shall not be entitled to claim damages against the Invoking Party as a result of the delay or failure to comply with any obligations due to or resulting from the force majeure; and

19.3.3 The party not invoking force majeure shall be entitled to elect, by giving written notice within 14 (fourteen) Days of the termination thereof, as to whether or not it requires the Invoking Party to comply with any obligations incurred prior to the force majeure.

## 20. Limitation of liability

Neither party shall be liable for any damages that could not reasonably have been foreseen by them before or on entering into this agreement, including any consequential losses, special damages, or damages calculated by reference to loss of profit, revenue, goodwill, or business opportunities, or damage to reputation.

## 21. Dispute resolution

21.1 If any dispute arises from this agreement or regarding this agreement, the parties shall use their best efforts to resolve the dispute by negotiation within 7 (seven) days of the dispute having been declared by either of them in writing.

21.2 If the parties are unable to resolve the dispute between themselves by negotiation, then the dispute shall be submitted to arbitration or litigation at the Car Owner's election.

### 21.3 In the case of arbitration:

21.3.1 the arbitration shall take place in Cape Town in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA");

21.3.2 if the disputants fail to agree in writing on an arbitrator within 14 (fourteen) Days after arbitration has been demanded, the arbitrator shall be nominated at the request of a disputant by AFSA;

21.3.3 any disputant may appeal the decision of the arbitrator or arbitrators in terms of the rules of AFSA;

21.3.4 a disputant shall always be entitled to apply to the appropriate court for urgent relief pending the outcome of the arbitration proceedings;

21.3.5 any arbitration shall be treated as confidential and the details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration shall not be published or otherwise communicated to third parties without the written consent of all the disputants.

### 21.4 In the case of litigation:

21.4.1 each party hereby consents and submits to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of all proceedings connected with this agreement, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction;

21.4.2 notwithstanding the provisions of the above clause, any party shall be entitled to institute all or any proceedings against the other party in connection with this agreement in the High Court of South Africa.

## 22. Nature of relationship

- 22.1 Nothing in this agreement shall constitute a partnership, joint venture, agency or employment between the parties.
- 22.2 Neither party shall have the authority or power to bind, or contract in the name of, or to create a liability against, the other in any way for any purpose.
- 22.3 Neither party shall make, or purport to make, any representation, warranty or undertaking or otherwise act or purport to act in any manner that may be binding on the other party, unless it has the other party's prior written consent to do so.
- 22.4 The parties shall at all times owe each other an obligation of good faith and shall, in all dealings with each other act according to such standard.

## **23. Sub-letting**

- 23.1 The Uber driver-partner shall not be entitled to sub-let the use and enjoyment of the vehicle to any other person without the Car Owner's prior written consent.
- 23.2 If the Uber driver-partner does sublet the use and enjoyment of the vehicle to another party with the Car Owner's consent, they shall always remain responsible for the performance of their obligations under this agreement and shall remain liable for any loss or damage to the vehicle or to any person as a result of the use of the vehicle by the sub-lessee.

## **24. Cession and assignment**

- 24.1 The Uber driver-partner shall not, without the prior written consent of the Car Owner, which consent may not be unreasonably withheld, assign or transfer any right, benefit or obligation under this agreement, in whole or in part, absolutely or conditionally, to any other person. Any purported assignment made in contravention of this clause shall be void.
- 24.2 The Car Owner may, without the prior written consent of the Uber driver-partner, assign or transfer any right, benefit or obligation under this agreement, in whole or in part, absolutely or conditionally, to any other person.

## **25. General**

- 25.1 This agreement constitutes the entire agreement between the parties in relation to the subject matter and it supersedes all proposals, oral and written, between the parties on the subject matter.
- 25.2 No party shall have any claim or right of action arising from any undertaking or representation not included in this agreement.
- 25.3 No failure by a party to enforce any provision of this agreement shall constitute a waiver of such provision or affect in any way a party's right to require compliance with such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 25.4 No agreement to vary, add to or cancel this agreement or any part thereof, including this clause, shall be of any force and effect unless reduced to writing and signed by the parties.
- 25.5 Any invalidity, in whole or in part, of any provision of this agreement shall not affect the validity of any other of its provisions.
- 25.6 This agreement shall be governed, construed and take effect in all respects in accordance with the laws of the Republic of South Africa.



**Schedule 1 – Details to be completed by the parties**

**To be completed by the Car Owner:**

Makes / Model(s): \_\_\_\_\_

Registration Number: \_\_\_\_\_

VIN Number: \_\_\_\_\_

Telephone(s) (Day): \_\_\_\_\_

Telephone(s) (Night): \_\_\_\_\_

Mobile Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

I, (please print name) \_\_\_\_\_

the Car Owner, confirm that the above details are correct and I agree to the terms of this Rental Agreement:

Signed: \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

Time of Vehicle Handover: \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_



**To be completed by the Uber driver-partner:**

Uber UID: \_\_\_\_\_

Telephone(s) (Day): \_\_\_\_\_

Telephone(s) (Night): \_\_\_\_\_

Mobile Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

I, (please print name) \_\_\_\_\_

the Uber driver-partner, confirm that the above details are correct and I agree to the terms of this Rental Agreement:

Signed: \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_\_

Time of Receipt of Vehicle: \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_