

## TERMS & CONDITIONS – BIDVEST MCCARTHY AUDI “TAKE ME HOME”

### DURATION OF CAMPAIGN

The duration of Bidvest McCarthy Audi’s *Take Me Home* campaign is at the discretion of the Company’s management

### DELIVERY OF VEHICLE

The User acknowledges that he / she has inspected the vehicle and that it is in good condition and is free from any patent defects.

### RETURN OF THE VEHICLE

The User undertakes to return the vehicle to the Company within 24 hours OR on demand.

Should the User fail to return the vehicle within the above-mentioned parameters, the Company will be entitled to immediately terminate this Agreement and to repossess the vehicle, without prejudice to any other rights, which the Company may have.

### CONDITION OF VEHICLE

The User undertakes to return the vehicle in the same condition as received by him / her.

In the event that the vehicle is not returned in the same condition, the User agrees to pay the Company upon demand all amounts expended by the Company to reinstate the vehicle to same original condition as delivered to the User, alternatively the value of the vehicle as determined by an Independent Valuator appointed by the Company, if the vehicle is lost, stolen or written off.

### CONDITIONS OF USE OF VEHICLE

The vehicle shall not be used:-

- In contravention of any law;
- In any race, speed test or contest;
- By anyone under the age of 25 (twenty five) years of age;
- By anyone other than a duly licensed driver who is not under the influence of drugs or alcohol which would have the effect of negating any Insurance cover;
- By a driver whose driver’s licence has been suspended and / or cancelled for any reason whatsoever including but not limited to having incurred the maximum amount of demerit points in terms of the AARTO legislation.

The User agrees not to abuse the vehicle in any manner whatsoever, and not to travel in excess of the speed limits in force from time to time.

The use of the Vehicle is subject to:-

- Finance Application approval
- Approval of Management
- The presentation of original or certified identification documents, and original or certified proof of residence and income statements

“Take Me Home” is only available to persons with no criminal record and/or pending criminal court cases

## INDEMNITY

Save as is provided in law and except if there was gross negligence on our part, the Company shall not be liable for any damage, death and / or injury arising out of any defect in or mechanical failure of the vehicle, nor for any loss or damages to any property transported in or left in the vehicle; not for any damages, death, injury, consequential loss and / or loss of profits which the User or any person transported in the vehicle may suffer arising out of this agreement.

The User herewith indemnifies the Company against any and all damage, loss, injury, death, consequential damage, loss, injury or death as may be sustained by any third party due to the use of the vehicle whilst in possession of the User, and herewith accept full liability and responsibility for any and all claims by third parties which may arise from the use of the vehicle, to the full indemnification of the Company.

## RISK & INSURANCE

- The User acknowledges that the vehicle has been loaned on the basis that all risk, relating to the vehicle falls on the User, from the date that the vehicle is passed to the User.

MCCARTHY WILL INSURE THE LOAN VEHICLE THROUGH ITS REGISTERED INSURER.

SHOULD A CLAIM ARISE DURING THE LOAN PERIOD, THE USER AGREES TO PAY AN EXCESS OF R20 000,00 IN RESPECT OF ANY CLAIM ACCEPTED BY THE INSURER.

IF THE INSURER REPUDIATES ANY CLAIM AS A RESULT OF AN ACT AND / OR OMISSION ON THE PART OF THE USER AND / OR, WHERE APPLICABLE, THE DRIVER OF THE LOAN VEHICLE, THE USER WILL BE FULLY RESPONSIBLE FOR THE DAMAGES SUFFERED BY THE COMPANY, AS A RESULT OF SUCH REPUDIATION.

- In the event that the User does not except the terms above, the User will take out his/her own such insurance cover, as the Company may prescribe in its sole discretion. This may be nothing less than Comprehensive Vehicle Insurance cover.
- The User shall provide the Company with written proof of such insurance cover as and when required by the Company.

## FINES & TOLL FEES

The User shall be solely liable for all fines or penalties imposed as a result of any traffic violation, for any statutory offence whilst the vehicle is on loan in terms of this Agreement and for any toll and other fees incurred during the period of loan of this agreement.

## WARRANTIES

The User warrants that he / she is an adult and that he / she has full contractual capacity and that, where appropriate, he / she is duly authorized to sign this Agreement.

## LEGAL FEES

The User acknowledges and agrees to pay all legal fees and costs (including Attorney and Client costs) incurred by the Company in enforcing any of its rights in terms of this Agreement.

## ACCIDENT

In the event that the vehicle is involved in an accident, the User undertakes to report the accident to the nearest Police Station, and to obtain an Accident Report Number within 24 hours of the accident and to submit the Accident Report to the Company immediately.