Terms and Conditions

This agreement is between Flash Lighting (Pty) Ltd (2023/887840/07), hereinafter referred to as Flash Vans and the Client hereinafter referred to as the Renter.
Vat registration number: 4160258150

1. **By accepting the Quote the Renter agrees to the following:**
   The Quote includes 200 kilometres free per day
   The Quote excludes delivery fee, collection fee, fuel and excess kilometres.

2. **Delivery and Collection Fees: *Subject to change as per supplier rates***
   The vehicle will be at the Renter's sole risk from the date and time of delivery or collection by the Renter from the Flash Vans depot until the vehicle is returned to Flash Vans depot or collected by a staff member.

   All fees incurred by Flash Vans in the delivery and collection of a vehicle will be charged to the Renter. By the Renter's signature hereto the Renter acknowledges that the vehicle is delivered by Flash Vans free of any damage whatsoever and in good order and repair unless such damage is recorded in writing and signed by both parties on the Rental Agreement or on the vehicle condition document. In the event of the vehicle's keys being placed in a drop-off safe as a result of the designated return location being closed, then the parked vehicle shall be at Renter's sole risk of loss or damage until Flash Vans has recorded the return thereof. Failure to return the vehicle in terms of this agreement shall constitute illegal possession by Renter and Flash Vans may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof.

   Daily rates are calculated strictly in cycles of 24 (twenty four) hours, from time of pick up to time of drop off, late returns would result in being charged an extra day.

- Weekday deliveries/collections fee is R200 within a 25kms CBD radius.
- Weekend deliveries/collections fee is R500 within a 25kms CBD radius.
- Public holiday deliveries/collections fee is R500 within a 25 kms CBD radius.
- Deliveries/collections outside the 25kms radius will be charged at R10/km
- Any deliveries and collections after hours will be charged at R500.
- After hours constitutes any time between 18:00 and 21:00 during the week.
- No deliveries/collections between 21:00 and 08:00.

3. **Traffic Fines: *Subject to change as per supplier rates***
   Should the Renter disobey traffic regulations which result in a fine, such amounts will be directed to the Renter and the Renter will be charged a R150 handling fee in addition to the actual fine.

4. **Insurance**
   Basic excess 12.5% of claim minimum R 5000
   Theft / Hijack: **Additional** excess 10% of claim • Age Excess: Less than 26years - **Additional** 10% of claim
   Foreign Drivers License: **Additional** 10% of claim minimum R 15'000 • License held for less than 3 years: **Additional** R 5000
   Night driving excess between 10pm & 4am: **Additional** 10% of claim • Single vehicle accident excess: **Additional** 15% of claim
   Third Party damage only R 5000 • Windscreen excess 25% of claim minimum R 500
   Hail Damage excess 10% of claim minimum R 500

5. **Theft / Loss of Vehicle:**
   The Renter must notify Flash Vans immediately of the incident and the Renter must obtain a police case number within 6 (six) hours.
   The Renter must complete a Flash Vans incident report / claim form.
   If the Renter is self-insured then only the Flash Vans incident report must be completed.
   A theft / loss handling fee of R250 will be charged.
   In case of theft of vehicle or total write-off, the Renter is due to pay 15% of the value of the vehicle

6. **Accident / Damage to Vehicle:**
   In the event of an accident the Renter is liable for any towing, storage, release, water and under-carriage damage to the vehicle.
   The Renter must notify Flash Vans immediately of the incident and the Renter must obtain a police case number within 24 (twenty four) hours.
   The Renter must complete a Flash Vans incident report / claim form.
   If the Renter is self-insured then only the Flash Vans incident report must be completed.

7. **Callout Fees: *Subject to change as per supplier rates***
   A R250 callout fee will be charged to the Renter where fault to the vehicle is non-mechanical.
   Where the callout distance is more than 25kms a fee of R10/km be charged.
   Where there is a mechanical fault to the vehicle Flash Vans will not charge a callout fee to the Renter.

8. **Valet Fee:**
   A R400 valet fee will be charged to the Renter if deemed needed by Flash Vans.

9. **Underage Driver:**
   Code 10 drivers must be over the age of 26 (Twenty Six) with a minimum of three years Code 10 experience.
   Code 08 vehicles will not be released to anyone under the age of 26 (Twenty Six)

10. **Fuel:**
    The Renter is responsible for refueling the vehicle, failure to do so will result in Flash Vans billing the Renter for the fuel amount and a R100 service fee.

11. **General:**
    - A vehicle may only be extended by the Renter once Flash Vans has given authorization to the Renter.
    - The Renter is liable for the following: towing fees, storage fees, release fees, water damage, under-carriage damage, glass, tyres, rims, interior damage due to sharp objects and cigarette burns.
    - Any and all costs relating to the vehicle due to abuse or misuse of vehicle will be charged to the Renter. Where unauthorized driver's are driving the vehicle this agreement will be deemed invalid and all costs relating to the vehicle will be charged to the Renter.
    - Where the laws of the Republic of South Africa have been broken this agreement will be deemed invalid and the Renter will be liable for all charges.
    - All vehicles are fitted with a tracking device for security and for speed check and reckless driving observations.

12. **Exemptions:**
    Unless any wrongdoing can be proven against / attributed to Flash Vans, its agents or employees, Flash Vans shall not be liable for any damage or loss, whether direct or indirect, arising out of any defect in or mechanical failure or the safety of the vehicle or the driving or use thereof, nor for any direct or indirect loss consequential damages, loss of profits or special damages arising out of any of the foregoing.

    Flash Vans does not accept any liability for any loss of or damage to any property transported in or left in the vehicle or any other damages or loss as a result of the conveyance of the driver and/or any other passengers. No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the vehicle are given by Flash Vans.