Master Rental Agreement
(WITHOUT OWNERSHIP)

made and entered into by and between

KINTO South Africa (Proprietary) Limited
Registration Number: 2022/256006/07

(Hereinafter referred to as "KINTO")

Of

Physical / Business Address: **STAND 1, WESCO PARK, SANDTON, 2146**
Postal Address: **P.O. BOX 481, BERGVLEI, 2012**

E-mail: applications@kinto-mobility.co.za

And the Customer

____

ID Number: ___________________________
(Hereinafter referred to as "the Customer" or "you")

Of

Customer Physical Address	**Customer Postal Address**

Customer Telephone Number	**Customer E-Mail Address**
Primary:	
Customer VAT Registration Number:	

Represented By: ____
Who warrants he/she is duly authorised

Customer Initial	KINTO Initial

A. *Introduction and incorporation of KINTO Master Terms*

A.1. The Parties to this Agreement are as detailed on the covering page of this document (the "**Master Agreement**" or "**the Agreement**").

A.2. This Master Agreement hereby incorporates the terms of the KINTO SA Master Terms, as at the signature date of this Contract Details Document, which are available at https://www.toyota.co.za/kinto/masterterms or https://www.lexus.co.za/kinto/masterterms (whichever is applicable) and a copy of which has been provided by KINTO SA to the Customer (the "KINTO SA Master Terms"). Terms defined in the KINTO SA Master Terms have the same meaning in this Contract Details Document.

A.3. The Master Agreement comprises (i) the terms of this Agreement document and (ii) the KINTO SA Master Terms (as well as all documents, Schedules and annexes incorporated into the KINTO SA Master Terms), and these are all collectively referred to as the "Agreement".

A.4. Terms defined in the KINTO Master Terms have the same meaning in this Master Agreement.

A.5. The Agreement comprises (i) the terms of this Master Agreement and (ii) the KINTO Master Terms (as well as all documents, Schedules and annexes incorporated into the KINTO Master Terms), and these are all collectively referred to as "the **Agreement"**, which I/We confirm that I/We have read and hereby accept.

Please read the terms and conditions of the Agreement carefully, including the terms in this Master Agreement, including Annexure 1, and those in the KINTO Master Terms in Annexure 1, Annexure 2, Annexure 3 and Annexure 4 (all of which are applicable). All of the provisions of the Agreement are important, but please pay special attention to the parts that are inside a box with bold writing. These parts highlight and contain information about clauses in the Agreement that have important consequences for the Customer (referred to as "you" in these boxes). They are only intended to bring such clauses to your attention, and to explain their fact, nature and effect. They are aids to understanding only and are not terms and conditions themselves. They do not limit the meaning or application of the relevant clauses, and do not apply only to the situations and examples described in the boxes or to similar situations or examples.

I/We, confirm that I/We have read the Agreement and Annexures, which are hereby accepted in full without alteration.

Customer Signature **Acknowledgement of Reading and Acceptance hereof**	Witness Signature

B. *Ownership and Usage*

B.1. Customer shall not acquire any right, title, or interest in or to any Vehicle, except as is provided in this Agreement.

B.2. KINTO shall always remain the Title Holder of the Vehicles and the Customer shall not prejudice ownership by KINTO in any way whatsoever;

B.3. Customer may not dispose, sell, lease, lend, pledge or otherwise alienate or encumber any Vehicle;

B.4. Customer must ensure that no right, title or interest is disposed of, hypothecated or given as Security in any form to any person and upon the termination of each vehicle's contract, must be returned to KINTO in the condition of Fair Wear and Tear.

B.5. Customer may not remove any Vehicle from South Africa without an authorised "Border Letter" issued by KINTO detailing the country or countries to be visited and the applicable dates of such visits, which may be denied in KINTO's absolute discretion.

B.6. **Breach of this stipulation shall constitute an Event of Default**.

This Clause B is important because you take on risk, legal responsibilities, and liability. As a result of this clause, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause. In addition, this clause limits and excludes obligations, liabilities, and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of this clause, your rights and/or remedies against us and these other persons and entities are limited and excluded. This clause also limits and excludes your right to recover or make claims for losses, costs, damages, liability, or harm you or others may suffer.
This Clause B also requires you to indemnify us (i.e. hold us harmless) against claims, loss, damages, liability and harm that may be suffered by us and other persons or entities as a result of non-compliance with the stipulations set out in clause B. This means that you would be liable to make payment of these claimed amounts on our behalf.

C. *KINTO Protect:*

C.1. The details concerning KINTO Protect are set out i) in this clause C; ii) in the KINTO Master Terms; and iii) in Annexure to the KINTO Master Terms, all of which comprise the terms and conditions applicable to KINTO Protect (collectively "**the KINTO Protect Terms and Conditions**").

C.2. The Vehicle is insured by KINTO as the owner of the Vehicle in terms of a policy of insurance, of which KINTO is the policyholder and sole beneficiary ("**the KINTO Policy**").

C.3. KINTO reserves the right to reject a Customer's acceptance of including KINTO Protect either for certain categories of Customers and/or Vehicles, in its sole and unfettered discretion.

C.4. In the event that KINTO elects not to insure or maintain the insurance of any Vehicle under the KINTO Policy for whatsoever reason, the Customer shall not be entitled to elect the inclusion of KINTO Protect, and will in such instance bear the full liability for all costs of repair and/or replacement of the Vehicle in the event of loss, damage or Total Loss of a Vehicle equal to the Liability Charge. The choice whether or not to include a Vehicle on the KINTO Policy remains the sole discretion of KINTO.

C.5. The benefits of KINTO Protect are set out below.

C.6. The Vehicle will be covered in terms of the KINTO Policy, subject to the rights of KINTO as set out in clause C.3 above, and subject at all times to the KINTO Protect Terms and Conditions.

C.7. The Customer shall take all reasonable steps and precautions to prevent accidents and losses in respect of the Vehicle including, but not limited to ensuring i) compliance with and adherence to laws and regulations applicable to the Customer and the use of the Vehicle pursuant to the terms of this Agreement; and ii) compliance with the KINTO Protect Terms and Conditions and the terms and conditions of this Agreement. Non-compliance may lead to the rejection and/or forfeiture of benefits in terms of KINTO Protect and/or Liability for the Customer, in which event the full Liability Charge becomes payable by the Customer to KINTO on demand in the event of accidents and losses in respect of the Vehicle.

C.8. The benefits of KINTO Protect apply only to accidents and incidents which occur within the RSA, and the Customer is obligated to arrange the comprehensive insurance that is required for travel to other countries.

C.9. In the event that a claim under the KINTO Policy, in respect of a Vehicle used by a Customer who accepted KINTO Protect, is repudiated and/or rejected for any reason other than due to a default by KINTO in terms of the KINTO Policy, the benefits of KINTO Protect shall similarly be forfeited and KINTO shall be entitled to recover the full Liability Charge from the Customer to cover the cost, loss and/or damage of the repair and/or replacement of the Vehicle.

C.10. In the event of an accident or damage(s) to, or Total Loss of a Vehicle in respect of which KINTO Protect was accepted, and provided that the claim for benefits is accepted by the underwriter of the KINTO Policy, the Customer shall be liable to KINTO for all excess payments which become payable by KINTO in terms of the KINTO Protect Policy, which amounts are specified below as the "**Excess Payment(s)**".

C.11. In the event that a Customer sub-rents a Vehicle(s) to third parties, the benefits of KINTO Protect will immediately be forfeited irrespective of the Customer's acceptance to include KINTO Protect, and the cost of any loss and/or damage of the repair and/or replacement of the Vehicle or Total Loss of a Vehicle will be the liability of the Customer, who will be fully liable to KINTO for the payment of the Liability Charge on demand.

C.12. In the event of any incident, accident, theft, hijacking or Total Loss of the Vehicle, the Customer is obligated to provide all support, documents and evidence as may be required by KINTO within 10 (ten) days from the date of the incident, accident, theft, hijacking or Total Loss of the Vehicle, failing which KINTO has the right to recover the cost of the repair and/or replacement of the Vehicle from the Customer to the value of the Liability Charge.

C.13. A copy of the South African Police Service (SAPS) Case documents as well as the SAPS Case Number must be submitted to KINTO Protect's claims department in the event of any incident, accident, theft, hijacking or Total Loss of the Vehicle.

C.14. Damage, loss or destruction to any Customer Accessories shall be the sole liability of the Customer who is liable for the full costs of the repair and/or replacement of such items.

C.15. The benefits of KINTO Protect will not apply in the event that the loss, damage or destruction of the Vehicle is a result of the operation of the Vehicle by any driver of the Vehicle under the influence of alcohol or prohibited substance; without the Customer's authorisation; without a valid driving licence; outside the RSA or under circumstances or usage not permitted in terms of this Agreement or by law.

CUSTOMER TO SIGN HERE TO ACCEPT KINTO PROTECT BENEFITS

C.16. The Customer hereby accepts the benefits of KINTO Protect.

C.17. On acceptance by KINTO Protect of a claim, the Customer shall only be liable to KINTO for the Excess Payment(s) on the occurrence of the types of loss and per incident as set out below, which excesses are cumulative if more than one stated condition applies to an incident:

First amounts payable:

- Basic Liability Amount per Incident: R5,500 (Five thousand five hundred Rand)

Additional:

- Driver under 25 years of age: Liability Amount per Incident: R2,500 (Two thousand five hundred Rand);
- No third party involved (Single Vehicle Accident): Liability Amount per Incident: R2,500 (Two thousand five hundred Rand);

Customer Initial	KINTO Initial

- Second incident within 12 months - excluding windscreen repair incidents: Liability Amount per Incident: R2,500 (Two thousand five hundred Rand);
- Windscreen incidents: R0 (nil).

Benefits of Kinto Protect Accepted:

Signed: ____________________ ____________________
Duly Authorised Witness

This Clause A is important because you take on risk, legal responsibilities, and liability. As a result of this clause, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause. In addition, they limit and exclude obligations, liabilities, and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of this clause, your rights and/or remedies against us and these other persons and entities are limited and excluded. This clause also limits and excludes your right to recover or make claims for losses, costs, damages, liability, or harm you or others may suffer.

D. ***Application of the National Credit Act***

D.1. The National Credit Act (NCA) governs the credit industry, including the rights and responsibilities of consumers and credit providers. Kinto South Africa (Proprietary) Limited, Company Registration Number 2022/256006/07, reserve their rights to list any Party that defaults on their payments after complying with Section 72 of the NCA.

E. ***Execution***

E.1. The Agreement is executed by the Parties as evidenced by their signatures hereto.

Signed for and on behalf of the **CUSTOMER**	Signed for and on behalf of **KINTO**
at: ________________________ on this _____ day of	at: ________________________ on this _____ day of
______________________ , 202___	______________________ , 202___
CUSTOMER Signature:	**KINTO** Signature:
(Who warrants that he/she is duly authorised)	(Who warrants that he/she is duly authorised)
Authorised Signatory Name:	Authorised Signatory Name:
Authorised Signatory Designation:	Authorised Signatory Designation:
	Dealership:
Witness Signature:	Witness Signature:
Witness Name:	Witness Name:

Customer Initial	KINTO Initial

ANNEXURE 1

DEBIT ORDER MANDATE – PRIVATE INDIVIDUALS ONLY

CUSTOMER TO SIGN THIS MANDATE PAGE AND COMPLETE THE BANKING DETAILS

1. Unless otherwise agreed, the first payment for the pro rata amount of the Monthly Rental from Delivery Date until the last day of the month of Delivery shall take place by way of Debit Order on the same day or next business day following Delivery of the Vehicle.
2. Monthly Rentals are due in advance on the 1st day of each subsequent month which will be collected by KINTO from you by DebiCheck or Debit Order, hereinafter referred to as “Debit Order” on your selected Debit Order collection day, or next business day. Please mark the appropriate Debit Order collection day in the table below. Debit Orders are subject to a tracking service.
3. To ensure adherence to the advance payment terms stipulated in the Agreement, in some instances depending on the Delivery Date in relation to your collection date, the pro rata collection and the first full Monthly Rental collection could occur on the same day or within the same month.
4. The last rental collection shall take place in the month of Contract Expiry, subject to return of the vehicle on due date.
5. I/We agree that any other fees due to KINTO in terms of the KINTO Master Terms may be collected by KINTO by Debit Order from the specified bank account.
6. I/We agree that KINTO shall be entitled to charge an administration fee in the event of an unpaid or returned debit order to cover bank charges, processing, resubmission and/or alternative collection costs.
7. In the event that a Debit Order collection is unpaid, dishonoured or otherwise fails, I/We authorise KINTO to resubmit the amount for collection as it sees fit.
8. I/We agree that all amounts due to KINTO in terms of the KINTO Master Terms may be collected by KINTO by Debit Order from the specified bank account:
9. **Debit Order Collection Day Selection**
   Please select your preferred Debit Order Collection Day:

Debit Order Collection Day	**1st**	**5th**	**15th**	**20th**	**25th**
Mark with X					
Bank Name					
Branch Code					
Account Holder Name					
Account Number					
The following narration will appear on your bank statement: **“KINTO” and Invoice Number.**					

10. I/We undertake to immediately advise KINTO of any changes in my/our bank account:

DEBIT ORDER MANDATE: ACCEPTANCE OF TERMS & CONDITIONS THEREOF

Debit Order Mandate Accepted

__________________________   __________________________

Signed   **Signed Witness**
Duly Authorised   **Witness Name: _____________________**

This Annexure 1 is important because you take on risk, legal responsibilities, and liability. As a result of this clause, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in this clause

Customer Initial	KINTO Initial