



## LOAN OF COURTESY VEHICLE

### 1. RESPONSIBILITIES OF THE CUSTOMER – THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a) Running expenses of the vehicle.
- b) The maintenance of the vehicle, except for standard services, fair wear and tear accepted.
- c) 5% of any loss or damage, or TWO THOUSAND SEVEN HUNDRED AND FIFTY RAND (R2.750.00) whichever is the greater amount, subject to paragraph (d).
- d) The full extent of the loss or damage suffered by Volkswagen of South Africa (Pty) Ltd ("VWSA") or the DEALER arising from the contravention of this loan agreement, any applicable legislation or the commission of a criminal offence by the CUSTOMER in relation to the use of the vehicle, notwithstanding clause 1 (c).
- e) Securing motor third party liability insurance.
- f) Not, in any way, compromising, waiving or excluding the rights of the DEALER or VWSA in recovering damages to the vehicle, by any act or omission on the part of the CUSTOMER.
- g) Ensuring that if the vehicle is involved in an accident:  
All statutory requirements are completed with.  
Notification is forwarded to the DEALER in the format specified by the DEALER within THREE (3) days of the date of the incident.
- h) The timeous payments of all fines in respect of statutory and non-statutory offences, irrespective of the involvement of the CUSTOMER. The CUSTOMER agrees to the DEALER setting all fines with the authorities and recovering all amounts from the CUSTOMER.
- i) Ensuring that only approved, licensed drivers drive the vehicle.
- j) Returning the vehicle to the DEALER on the earlier of the Return Date or on demand by the DEALER in its discretion.
- k) Returning the vehicle with a full tank of fuel.
- l) Booking the vehicle for standard services at an authorised Dealer in accordance with the owner's manual and on-board computer.
- m) Complying with the owner's in-car manual and maintenance, warranty or assist programmes related to the vehicle.
- n) Providing the DEALER with a copy of a valid, current driving licence issued in terms of prevailing legislation or an identity document issued by a foreign country / traffic register number certificate (if not a permanent resident) and any other documents, which the DEALER may require from time to time in relation to authorised driver(s). In the event of a change of personal details or driving licence of the authorised driver, the CUSTOMER shall advise the DEALER in writing.
- o) Identifying the driver to whom an Infringement Notice pertains in relation to the vehicle.

### 2. RESPONSIBILITIES OF THE DEALER

#### The DEALER shall be responsible for:

- a) Making the vehicle available for collection on the Issue date.
- b) Supplying the vehicle with a full tank of fuel.
- c) Standard services in accordance with the relevant maintenance plan (if applicable).

### 3. INDEMNITY

- a) The CUSTOMER indemnifies VWSA and/or its Dealers in respect of any claim lodged against VWSA and/or its Dealers arising from the use of the vehicle in terms of this Loan Agreement.
- b) VWSA and/or its Dealers shall not be liable for any loss of possessions from the vehicle or damage to such possessions while in the vehicle.

### 4. GENERAL

- a) The vehicle remains the property of the DEALER at all times.
- b) In using the vehicle, the CUSTOMER acts independently and is not the Agent of the DEALER.
- c) The vehicle may only be used for courtesy purposes within the Republic of South Africa.
- d) The CUSTOMER is not entitled to attend to any repairs to the vehicle, which shall be co-ordinated by the DEALER and/or its service providers, however the CUSTOMER shall be liable in terms of clauses 1(c) or 1(d), as applicable.

#### Supporting Documents required:

- a) An identity document issued by a foreign country / traffic register number certificate (if not permanent resident), or
- b) A valid current Driving licence issued in terms of prevailing legislation (front and reverse).

NOTE THAT: The terms and conditions of this Loan Agreement will apply in relation to any replacement vehicle unless a new Loan Agreement has been signed.

### Dirk Ellis Volkswagen

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