

## CONTRACT OF INDEMNITY FOR CAR HIRE CHARGES

THIS AGREEMENT made on \_\_\_\_\_

BETWEEN: Acorn Rentals, hereinafter called 'ACORN'

AND: [name of the hirer].....hereinafter called the 'hirer'

### Definitions:

"This agreement" includes the form and details that are attached to this contract.

"Car Hire Charges" includes: -

- (a) The rate of hire multiplied by the hire period.
- (b) The government charges that are paid on the hiring of the vehicle.
- (c) Any charges are levied for the extra benefits or services requested by the hirer or Acorn, such as, excess reduction, cleaning Charges etc.

"The hirer" includes: -

- (a) The person who hires the rental vehicle because his/her own vehicle was damaged in an accident.
- (b) The person who hires the rental vehicle as an agent of the owner of the vehicle damaged in the accident.

"Reasonable Need" means that the hirer has a need for a vehicle to replace his/her damaged vehicle, and that the need could not reasonably be satisfied by alternative means of transport.

"Alternative means of transport" includes among other things: public transport, second vehicle that was available for use.

"Party at Fault" means the party who is held liable for the accident.

"Rental Agreement" means the agreement, including its terms, by which the hirer undertakes to abide by in the use of the rental vehicle.

"Rental Vehicle" means the vehicle that is provided to the hirer by ACORN.

"Recovery" means that ACORN may use any method and process to recover the hire car charges that are incurred by the hirer.

"Reasonable Assistance" includes among other things:

- (a) Providing a statement to ACORN or its agent.
- (b) Appearing in court to give evidence.
- (c) Furnishing information and documents at the requests of ACORN or its agents.

### Terms

1. The hirer hires ACORN's vehicle at the rate and on the terms specified in the rental agreement.
2. The hirer has represented to ACORN that he/she was **not** the 'party at fault' in the accident.
3. The hirer has a reasonable need for the rental vehicle while his/her vehicle is being repaired.
4. The hirer's need for the vehicle could not be fulfilled by alternative means of transport.
5. The hirer is to be indemnified for the car hire charges by ACORN subject to the conditions below.

### Conditions of Indemnity

1. ACORN indemnifies the hirer for the car hire charges in consideration of the hirer subrogating to ACORN, his/her rights to recover the car hire charges from the party at fault.
2. ACORN is subrogated to the rights of the hirer to recover the car hire charges.
3. The hirer is to provide whatever reasonable assistance is sought by ACORN or its agents, in the recovery of the car hire charges.

### Subrogation

1. Subrogating the rights of the hirer, to ACORN includes inter alia:
  - (a) The right of ACORN or its agent to commence proceedings in the name of the hirer.
  - (b) The right of ACORN or its agent to collect all money recovered on behalf of the hirer.
  - (c) The right of ACORN or its agent to keep and apply all monies recovered to the satisfaction of the car hire charges.
  - (d) The right to obtain all information on behalf of the hirer, that may reasonably be necessary to recover the hire car charges.

### Termination

1. ACORN may rescind this contract of indemnity if the hirer:
  - (a) Has not been truthful and frank in the information it provides to ACORN.
  - (b) Has not acted with the utmost good faith towards ACORN.
  - (c) Breaches any of the terms and conditions in this Contract of Indemnity.
  - (d) Signs any release forms without first consulting with ACORN.
2. If ACORN rescinds this contract, the hirer will be fully liable for the hire car charges to ACORN.
3. If the hirer attempts to rescind or terminate this contract, the hirer will be fully liable to ACORN for the car hire charges.

I \_\_\_\_\_ (the hirer) have read the terms and conditions of this contract,  
and agree to be bound by them.

\_\_\_\_\_  
Signature of hirer

\_\_\_\_\_  
Witness Signature

Dated:

Dated:

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CAPI LICENCE No 409398430

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**PLEASE FILL OUT THIS FORM COMPLETELY AND THOROUGHLY**  
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