

BOOKING CONDITIONS

Please read this document before you complete our booking as it provides **important information about your booking** and your rental, including what to bring with you when you pick up the vehicle and **your responsibilities**.

Please also read the General Conditions of Rental (**General Conditions**), Location Specific Conditions (**Location conditions**) and your **rental Agreement**. Your Rental Agreement is based on the terms and conditions contained in the General Conditions and the Location Conditions and will be provided to you at the time you pick up the vehicle.

You should carefully read the Rental Agreement provided at the time of pick-up as it might either contain additional location specific terms and conditions or may differ from the General conditions supplied during the booking process. We recommend you pay particular attention to the sections on Accidents, Thefts and Damages, and Waivers.

It is important to us that you enjoy your rental experience and that you have all the information you need. It might take you a little time now but it could save you time later.

1. Making a booking

A booking allows you to reserve a vehicle and optional extras for 'pick-up' at a particular time, date and location and for the agreed rental period. You must meet our Rental Requirements. You **must agree** and signed the **Rental Agreement**, unless you are an Avis Preferred member and have opted in to the master rental agreement.

Avis Preferred members who have opted in to the master rental agreement will have agreed to the rental terms and conditions at the time when you signed up to Avis Preferred. Nevertheless, even Avis Preferred members will be required to sign the Rental Agreement where legal requirements require that a local rental agreement is concluded, where you have not opted in to the master rental agreement or where your rental is at the location that does not offer the Avis Preferred service.



The rental agreement is governed by the law of the country where you pick-up the vehicle and is formed between you and the vehicle rental provider at the time of pick-up, if you meet all the rental requirements. The vehicle rental provider will be a member of the Avis Rent-a-Car system. This booking is not a rental agreement.

By making a booking you agree to be provided with a copy of these bookings terms, the **General Conditions** and the **Location Conditions** electronically using the email address you have provided.

2. 'Pay Now' and 'Pay at Location' bookings

With '**Pay Now bookings**', you pay for the rental period and any optional extras when you book. Not all optional extras are capable of being pre-paid. Optional extra's that cannot be pre-paid at the time of booking is subject to Pay at Location terms. Any optional extra's that have been pre-booked but that cannot be pre-paid will be designated as "Pay at Location" and the conditions regarding "Pay at location" will apply. All 'Pay Now' transactions are routed internationally and will attract a cross border fee levied by the Card Network to the Issuer of the plastic and will incur a transaction fee of approximately 2%.



You must pay a cancellation fee if you cancel your booking. **You must pay a cancellation fee** if we can cancel your booking because you failed to meet the Rental Requirements. **You must pay a fee if you don't cancel your booking and you fail to show-up.** We Call this a non-cancellation fee. The non-cancellation fee could equal the full amount of your booking. Please see the 'Cancellations' section for details.



A booking contract will form between you and **Avis Finance Company limited** when you **agree** to the booking terms and give us permission to debit your payment card for the 'Pay Now' amount and to keep the **value of the cancellation fee or non-cancellation fee** if this applies. This happens when you.

- Click the 'Pay Now' button when booking online or using the mobile app or
- Provide your payment details and ask to, or agree to 'Pay Now' when using any other method (e.g. over the telephone)

The law of the country in which vehicle rental provider is resident applies to this booking.

With '**Pay at Location**' bookings you request a vehicle now but pay for it at the agreed pick-up location. 'Pay at Location' prices may be less competitive than 'Pay Now' prices. **You must pay a fee** if you don't cancel you booking and fail to show-up. We call this a **non-cancellation fee**. Please see the 'Cancellations' section for details.



You **agree** to the booking terms and give the vehicle rental provider permission to debit your payment card for the value of the **non-cancellation fee**, when you (i) click the 'Pay at Location' button when booking online or using the mobile app or (ii) provide your payment details and ask to, or agree to 'Pay at Location' when using any other method (e.g. over the telephone). The law of the country in which vehicle rental provider is resident applies to this booking.

CONTACT US: For '**Pay Now**' bookings, **Avis Finance Company Limited** can be contacted by writing to Avis Budget House, park Road, Bracknell, Berkshire, RG12 2EW, United Kingdom or by contacting Reservations (see below). For '**Pay Now**' bookings' the vehicle rental provider is the person named on your review your booking page and on your email confirmation. Alternatively, please contact Reservations.

PLEASE NOTE: Whilst we try ensure accuracy, images of vehicles on the website may differ from the vehicle supplied.

3. Changing your booking – All booking types

You may change your booking (whether a 'Pay Now' or 'Pay at Location' booking) any time before the day you are due to pick-up the vehicle by calling reservations or managing your booking online (if available). You may be able to change your booking on the pick-up day, but you will need to check with Reservations.

We will send you a revised booking confirmation email confirming your new booking details and new amount paid to the email address you provided.



All change requests will be subject to availability and may result in a **price change**, as the revised booking will be at prices available at the date of the change. If the 'Pay Now' amount at the end of the booking is:

- **More** than the amount you paid us, you **must pay** the balance
- **Less** than the amount you paid us then **no refund** will be given. However, if you wish to buy optional extras when you collect the vehicle, you may use the difference towards the cost of these optional extras.

4. Cancellations – All booking types

You may cancel your booking at any time before the day you are due to collect your vehicle by calling Reservations or managing your booking online (if available).



Depending on when you cancel, you may be charged either a cancellation fee or non-cancellation fee. The fee is calculated taking into account the type of booking, the amount of notice you have given and the location where you would have a picked up your vehicle.

	'Pay Now' booking	'Pay at Location' booking
Before midnight on day of booking	No fee for cancellation. We will give you a full refund	No fee
At least 3 complete days before 'pick-up'	The lower of (i) the full amount you pay us, or (ii) depending on the country booked in ZAR425, £40, €50 or CHF 60.	No Fee
Less than 3 complete days before 'pick up'	The lower of (i) the full amount you paid us, or (ii) 3 days' worth of your booking	No fee
On day of 'pick-up' or if you do not cancel and fail to show- up	No refund. We will retain the full amount.	Depending on the country you were due to rent in the fee is R550, £60, €65 or CHF 76.

You have the right to prove that neither the vehicle rental provider nor us has sustained any loss or any loss sustained is significantly lower than the amount deducted and if proved, you may be entitled to a full or partial refund.

CONTACT US: You must contact customer services in writing to request a refund. It can take up to 14 days for your card company to process a refund. We are not responsible for how long it takes your card company to process a refund.

5. Unused days

Avis will not refund on unused days rentals following commencement of the rental for **'Pay Now' bookings**. If you wish to modify your reservation date before commencement, please cancel and rebook. No cancellation fees apply so long as another reservation is made.

6. The Price

The vehicle rental price is calculated based on your requested start and end dates and times the rental locations the amount of time you rent for the type of vehicle stated you requested.

A daily rate is charged per 24 hours with a 29 minute grace period. Should you return the vehicle late and the time exceeds the grace period an extra day's rental will be charged to you.

The price of optional extras – such as baby seats, additional driver(s), excess reductions products, delivery charges and GPS devices – are calculated based on the requested start and end dates and times and the rental location from which you will pick-up the vehicle.



Unless stated otherwise, the price also includes all costs you must pay – example, vehicle, tax local taxes and any location surcharge. Some locations – mostly airports, train stations and in some city centre locations – will charge a location surcharge as it costs us more to operate there. Don't worry, it will be included in the price quoted to you but it may be shown as a separate time on your rental contract or receipt.

7. Rental Requirements

Booking reference

You must bring your reservation number or booking confirmation email with you. It will help the location find your details so you can get on your way as quickly as possible.

Driving licence



We may refuse to allow any driver to drive the vehicle who (i) does not hold a full driving licence valid for use in the country of rental for the entire rental period (ii) has not brought an international driving licence or official translation (if applicable), (iii) has not held their licence for the minimum period required by the rental location, (iv) has driving related conditions, or (v) who does not meet our security or credit checks.
Please read the location conditions – driving licence and ID requirements or call reservations for more information.

Renters and additional drivers must be in possession of a valid unendorsed driving licence of their country of residence and an Avis-accepted method of payment. A driving licence must be held for a minimum of one year.

Foreign driver's licenses are accepted under the conditions that:

1. The license is in English.
2. The license has a photo or ID/passport number on it.
3. The license has a signature on it.

In the event that a photo is not present, the ID document or passport with a photo is required for the identification of the customer. The ID/passport number should match the number on the license.

In the event that the license is in another language, an international driver's license should accompany the foreign driver's license. No driving permits or certified copies/copies of the original driver's license, may be accepted. A translated version of the license, stamped by the embassy, can be accepted when accompanied by the license.

Please note that Foreigners must also produce a valid passport. To avoid possible complications when collecting a vehicle we advise foreign travellers to produce a driving licence which has been issued in the same country as their passport.

Drivers are responsible to check what the statutory requirements are in the country in which they intend to drive.

Payment Methods

Avis accept Avis honoured credit/charge cards, American Express, Diners, Mastercard and Visa. Please note: The credit card being used needs to be in the name of the renter.

Avis South Africa DO NOT accept Debit cards, EFTs or cash payments.

Avis accepts Hybrid Cheque cards as a method of payment for car rental.

What defines a Hybrid Cheque card?

- The card must display a Mastercard or Visa logo.
- The customer name must be embossed on the card.
- The numbers must be raised on the card as on a credit card with the words "Cheque Card" reflected on the back or front of the card.
- Avis will process Cheque card rentals in the same manner as Credit card rentals. The estimated authorisation amount will be held on the account for the duration of the rental and charged on termination.
- Pre-approval on certain Cheque cards may be required prior to releasing the vehicle.

Please note: Car Groups F, G, H, I, J, K, L, N and O require two payment cards when collecting the vehicle. One of the two cards used must be a credit card. This will be highlighted on your booking confirmation.



You must bring the payment card used to make your booking as it is used as a form of identity check to ensure the vehicle is given to the person who made the booking. **The name on the payment card must be the same as the name on the driving licence for the main driver.**

If you don't have the payment card used to make the booking with you, **we reserve the right to cancel your booking and to charge your payment card on record for damages we have incurred (to the extent legally permissible).** The rental location may, at its sole option, still rent to you if they have another vehicle available and you meet all rental requirements and security checks, but you will have to pay the "Pay at location" prices available on the day, as this will be treated as a new rental.

Pre-Authorisations and Security Deposits

Before the rental location will let you rent the vehicle, they will take a **pre-authorisation**. You must use an approved payment card that is in your name and has enough funds available on it.



What is a Pre-Authorisation or a Security Deposit?

A pre-authorisation holds an amount of money in your account. Once a pre-authorisation has happened, you won't be able to use that money for anything else until you've paid for the rental and your card company releases the pre-authorisation. While pre-authorisation is in effect, it may even look like the amount has been deducted from your account, this isn't the case; money is simply '**on hold**' until a final payment has been made.

The amount is either fixed – or calculated based on (a) the estimated vehicle rental price, (b) plus the estimated price of all optional extras you've requested, (c) plus an amount to allow for any fuel you may use, (d) plus a weekend deposit (if applicable), (e) less any amount the rental locations accepts you have paid towards the rental when you booked. If you would like more details, please call Reservations.

At vehicle return, the final payment amount will be calculated and processed using the payment card provided. If the final payment is greater than the pre-authorisation, the rental location will ask you to pay the difference. If the final payment is less than the pre-authorisation, or you choose to pay using a different method, you will need to contact Customer Services to have the pre-authorisation released.

If you choose to pay by a different method, please be aware that the pre-authorisation on the original card will remain until released by your card company.

Your card company, not the rental location, is responsible for releasing the **pre-authorisation and processing approved refunds**, and this can take up to **14 days**.

Driver Age Restrictions

The minimum age is 18 years and driver's licence must have been valid for a minimum of 1 year.

There is no maximum age, however, super PAI is not available to persons over the age of 75 years.

Unacceptable Behaviour

The **rental location may refuse** to rent to you if you or anyone in your party behaves in an unacceptable way, e.g., if they believe that any driver is under the **influence of alcohol or drugs** or you, or anyone in your party, is **abusive or threatening** to their teams or the customers.

8. Security Checks

By making the booking **you agree** to identity, security, driving licence and credit checks being carried out against you and any **additional drivers or persons making payment towards the rental**. See section 9 Use of Your Personal Information for more information.



The **rental location may refuse** to rent the vehicle if you or the person making the payment fails any of the checks and this leads us to believe that you, the person paying for the vehicle, the driver or any additional driver results in the rental being deemed high risk. **The rental location may refuse**, to allow a driver to drive the vehicle if they fail any of the checks. The **rental location may**, if allowed by law, **refuse** to rent the vehicle if you or any person making payment owes any amount owed to them or any other member of the Avis Rent-a-Car System or another group company.

If any information you have given is shown to be false or inaccurate, then you'll have **broken your contract. You will then have to pay for any costs or damages we have incurred.**

9. Availability

Vehicles

If there are no vehicles available in the group you booked, the **rental location will** try to find you a vehicle from a higher group at **no extra cost**. If they can only find a vehicle in a lower group **and you agree** to rent this vehicle, you will only be charged for the value of that vehicle. If you have already paid, you will be entitled to a **refund** of the difference.

This rarely happens, but if **no vehicles are available**, you will of course be entitled to a **full refund** of any amount you have already paid.

Options Extras

It would be unusual for the rental location not to have an optional extra you pre-booked. If it does happen, they will try to get one from another rental location.

10. Use of Your Personal Information

By making a booking, **you expressly agree** to us using and transferring your personal information for as long as the law allows us to as set out in this section.

We will use (or process) your personal information in order to:



- Request the **reservation or rental services to you**,
- Carry out relevant **identity, security, driving licence and credit checks**,
- Maintain and improve our **administration and management** of our service,
- Send you information about similar goods or services that we think will be of interest to you if the law allows us to do so. **We do not** share your personal information with third parties to use for marketing purposes unrelated to Avis. You may **opt out** of receiving such information at any time by contacting Customer Services or by clicking the unsubscribe button in the email you have received.

We share your personal information with:



- The vehicle rental provider who will be a **member of the Avis Rent-a-Car System**. The vehicle rental provider could be located both **within and outside South Africa** but will only transmit your personal information to the extent necessary for them to provide the rental services to you,
- **Wizard Co. Inc.**, the owner of the reservation system, which is located in the **United States of America**, but only to the extent necessary to process your booking through the reservation system,
- **Enforcement authorities**, such as the **police or location authorities and municipalities** if we consider they have a right to the information and the law allows us to do so to verify the validity of your driving licence,
- Third parties, usually located in the country of rental, to allow **identity, security, driving licence and credit checks** to be carried out and to detect and prevent crime,
- Third parties who are acting on our behalf in **claims and collections administrations**,
- Third parties who are acting on our behalf in conducting **customer surveys** that we use for improving our services to you.

You have a legal right to access to the information we hold about you, and if you are able to provide the necessary justification, you may ask for any personal data to be corrected, modified, blocked or removed. You have a right to ask for an explanation of the data processing and further rights set out in applicable data privacy laws to the extent this is necessary to ensure the fair processing of your data. You also have a legal right to object to the processing of such information for compelling and legitimate reason.

Please see our privacy policy available on our website for more information.

CONTACT US: To access the information, please contact Customer Services and ask for details.

11. Liabilities

We/the vehicle rental provider (as the case may be) **will not be responsible for losses** you have suffered as a result of us or the vehicle rental provider breaching these booking terms where such losses **are not** within ours/the vehicle rental provider's and your contemplation at the time the booking is made. We/the vehicle rental provider **are not responsible** for any **indirect losses** (such as **loss of profits, loss of enjoyment or loss of opportunity**). These limitation will not apply to the extent not permissible by law. Nothing in these booking terms reduces your statutory rights relating to a refund (if any).

12. Complaints Referral

We are members of the **South Africa Rental and Leasing Association (SAVRALA)**. If you make a complaint and are unhappy with our final response you can refer your dispute to SAVRALA.

CONTACT US: For information on SAVRALA, please call Customer Services.

Thank you for choosing to rent with Avis.

CONTACT US	
Reservations	Customer
Email: reservations@avis.co.za Telephone Local: 0861 021 111 International: +27 11 387 8431 Available: 7am to 7pm Monday to Friday and 8am – 5pm Saturday to Sunday and public holidays	Email: customerservice@avis.co.za Telephone Local: 0861 021 111 International: +27 11 387 8431 Available: 8am to 5pm, Monday to Friday.