

INDEMNITY: MOTOR VEHICLE LOAN



In favour of **BMW (SOUTH AFRICA) (PTY) LTD.**

I, the undersigned, hereby accepts the BMW Group motor vehicle (“**the motor vehicle**”), subject to the terms and conditions set out herein.

I HEREBY AGREE AS FOLLOWS:

1. I warrant that I will not drive the motor vehicle without being in possession of a current and valid driving license for the driving of such motor vehicle.
2. I warrant that I am in good health and that I do not suffer from any illness or disability which may make it unsafe for me to use and / or possess the motor vehicle.
3. I warrant that I will not permit any other person to drive the motor vehicle without the prior written authorization of BMW and that all persons driving the vehicle will have the necessary permits and/or licenses required by the applicable legislation, including any Public Driving Permits and driving licenses required for driving passengers.
4. I hereby indemnify BMW against all liabilities, claims, losses and damages which BMW may sustain and / or which may result, directly or indirectly, of a breach of the warranties contained herein.
5. I acknowledge that I shall be liable for all vehicles fines, traffic violations or any statutory offence as well as toll fees and fuel charges incurred during the agreed loan period.
6. I acknowledge that I have inspected the vehicle according to the check sheet provided by BMW SA upon collection and have notified them of all damages/defects prior to vehicle handover.
7. In the event of the vehicle remaining on the BMW premises during its use, I hereby confirm that I will have no claim against BMW for any damage/ loss suffered while the vehicle remains on the BMW premises.
8. I shall return the vehicle immediately upon request by BMW at a date, time and venue stipulated by BMW.
9. I hereby declare and confirm that the personal information provided to BMW SA is true and correct, and do hereby irrevocably agree and understand that any and all information supplied to BMW SA is done so in terms of the requirements of this Agreement and Indemnity. Accordingly, BMW SA also undertakes to ensure that where any personal information is processed it will be done so to fulfil the contractual obligations imposed on the both parties and in accordance with the provisions of the Protection of Personal Information Act, 4 of 2013 (POPIA). Should you require further detail on how BMW SA processes personal information, kindly consult the BMW SA Privacy Statement, which is available on the BMW SA website (www.bmw.co.za).

INSURANCE

10. I acknowledge and accept that the motor vehicle is subject to either of the following insurance arrangements; the details of which are recorded in the Vehicle Loan Agreement:
 - **Assignees Insurance Cover:** I further undertake to comprehensively insure the motor vehicle via a licensed and registered insurance company with a valid FSP license for the period whilst the vehicle is in my possession. Written proof of such cover will be provided to BMW SA on request. If the vehicles will be self-

insured by the undersigned or their organization, proof thereof must be provided prior to vehicle handover. OR

- **BMW Insurance Cover:** I undertake and acknowledge that I will be liable for an excess of R7,500.00 should the vehicle be the subject of any insured event.
11. This indemnity form must be read and interpreted in conjunction with any other agreement concluded between the undersigned and BMW in relation to the subject matter covered herein.

Full Names: _____
RSA Identity No: _____
Driving License No: _____ Code: _____
Organisation: _____
Tel. (M): _____ (W): _____
email: _____

Signed at _____ on this _____ day of _____

Signature

For Business Use:

Registration No: _____
7-digit VIN: _____
Reason for loan: _____
Form of Insurance Cover: _____
Loan period (dd/mm/yyyy): From _____ To _____