



GOLF CART HIRE TERMS AND CONDITIONS:

THE DRIVER OF A GOLF CART SHALL BE IN POSSESSION OF A VALID MOTOR VEHICLE DRIVERS LICENCE.

GOLF CART HIRE PROCEDURES, CONDITIONS AND RULES

- Only persons authorised by the Owner and/or their Agents are permitted to rent or drive the cart
- The driver of a golf cart shall be in possession of a valid motor vehicle drivers licence.
- All drivers shall comply with the rules imposed by the Kingswood Golf Estate Home Owners Association;
- A maximum of two persons are permitted on a cart.
- Hands and feet are to be kept inside the cart at all times.
- Carts may not be driven within 10 metres of greens or tees.
- Where golf cart paths are provided, carts are not to leave the paths.
- Whenever a cart is stopped, the parking brake shall be engaged.
- The vehicle shall not be started until the occupants are seated.
- Occupants shall not alight from a moving cart.
- Pedestrians have the right of way.
- You will be responsible for all damages caused to the cart.
- Cart to be returned to the designated area directly after play.
- Breach of these rules shall entitle the owner or his agent to confiscate the cart forthwith, at no refund.

INDEMNITY AND WAIVER

1. The user (hirer) of the golf cart waives all rights he may have to claim from the owner of the golf cart and the owner of the property on which the cart is used for any loss, damage or harm he may suffer or sustain arising out of or connected with the use of the golf cart notwithstanding that such loss, damage or harm may have been caused by the negligence of the owner, or their respective servants, agents or employees, howsoever such loss, damage or harm is caused.
2. The user (hirer) hereby indemnifies the owner of the golf cart, their servants, agents or employees against all or any claims which may be made against them or any of them by any third party (including any dependants of the user) where such claims arise out of or in connection with the use of the golf cart, nothing excepted. The provisions of this indemnity are applicable whether the claim is made as a result of the negligence of the owner of the golf cart and/or any of their servants, agents or employees.
3. The user (hirer) of the golf cart shall be liable for all and any damages caused to the golf cart and/or 3rd party property from the time of delivery thereof to the time of return thereof to the designated area and acceptance of the golf cart by the representative of the cart owner. The liability of the user (hirer) for damage to the golf cart and/or 3rd party property is absolute whether or not the damage to the golf cart was caused by negligence, vicarious or otherwise, of the hirer or not. The user accepts the golf cart to be in good order upon signature thereof.
4. The Hirer shall not permit any other person to operate the golf cart. Should the golf cart be damaged whilst anyone other than the Hirer is operating the golf cart, the hirer shall nevertheless be liable for the cost of repairing any damages caused in accordance with the provisions of the above clause.
5. The amount payable by the Hirer for any damages caused to the golf cart and/or 3rd party property shall be the amount reasonably assessed by the representatives of the golf cart owner and, if the Hirer disputes the reasonableness of such assessment, he shall nevertheless be obliged to pay the amount of such assessment, when the amount of the assessment is made known to him, subject to him receiving a refund of any excess and bearing responsibility for any shortfall.