

# RENTAL AGREEMENT

## STANDARD TERMS AND CONDITIONS

ENTERED INTO BY AND BETWEEN

**BUSH AND DESERT CAR HIRE**  
Registration Number 2022/648096/07  
(The "Lessor")

AND

NAME.....  
(PASSPORT NUMBER .....)  
(The "Client")

**PLEASE NOTE: Do not sign this document unless:**

- i. You understand the meaning of all the clauses; and
- ii. It contains all the terms and conditions on which you are willing to contract.

### PREAMBLE

This Agreement has been prepared with the specific intention of recording the terms, conditions, rights and interests of the respective contracting parties.

**WHEREAS** the Lessor is the registered and sole owner of the Vehicle;

**AND WHEREAS** the Lessor and Client have agreed to the letting and hiring respectively of the Leased Vehicle subject to all the provisions, terms and conditions contained in this Lease;

**AND WHEREAS** the Parties wish to record their Agreement in writing;

**NOW THEREFORE THE PARTIES AGREE WITH EACH OTHER AND IS IT HEREBY RECORDED AS FOLLOWS:**

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context indicates otherwise:

- 1.1.1 **"Lessor"** shall mean Bush and Desert Car Hire (Pty) Ltd. with Registration Number 2022/648096/07;
- 1.1.2 **"Client"** shall mean the person, natural or juristic, jointly and severally, whose name appears as the Client in the Rental Agreement;
- 1.1.3 **"Claims Administration Fee"** means an administration fee, as provided for in the rental agreement, charged in all instances where a claim needs to be processed in regards of any damage whatsoever, loss of or theft of the vehicle;
- 1.1.4 **"Damages"** (in relation to the vehicle) means the actual expenditure in towing, transporting and storing the vehicle, repairing any damage, replacing parts or accessories (without allowing for depreciation), remunerating an expert to inspect the vehicle and report thereon or any other charges incurred related to an incident of whatsoever nature and includes a total loss when applicable;
- 1.1.5 **"Day"** means a period of 24 hours (or any part thereof), calculated from the time out as reflected on the rental Agreement;
- 1.1.6 **"Delivery date"** means the first day of the rental period regardless the time of delivery;
- 1.1.7 **"Driver / Additional Driver"** means any such person who is reflected on the Rental Agreement as being duly authorised by the Client to drive the vehicle;

- 1.1.8 **“Extended period”** means any extension of the rental period beyond the agreed return date reflected in the Agreement and authorised by the Lessor;
- 1.1.9 **“Rental Agreement”** means the terms and conditions issued by the Lessor to the Client and signed by the Client and which will have the effect of a legal binding agreement between the parties;
- 1.1.10 **“The rental period”** shall commence and end on the days (delivery date and return date) stipulated as such on the Rental Agreement.
- 1.1.11 **“The return date”** means the date upon which the Client will return the vehicle to the Lessor. The return date will be extended until the vehicle is returned to the Lessor for whatever reason and will include:
- 1.1.11.1 In the event of collision damage, the date until which repairs are completed;
- 1.1.11.2 In the event of theft, the date until which the Lessor is paid all monies due in terms of this Rental Agreement;
- 1.1.11.3 In the event of total loss, the date until which the vehicle is declared as such;
- 1.1.12 **“The renting location”** means the Lessor’s location from which the vehicle is rented by the Client alternatively any location agreed upon by the Lessor for an additional charge;
- 1.1.13 **“The vehicle”** means the vehicle described in the Rental Agreement (including all keys, tyres, tools, equipment, accessories and documents in and on the vehicle at the commencement of the Rental Agreement when the Client takes delivery of the vehicle at the renting location) and includes any replacement for the vehicle or equipment which has been officially authorised by the Lessor, whether or not such replacement was authorised or approved by the Client;
- 1.1.14 **“Traffic Fine Administration Fee”** means an amount levied by the Lessor as determined by it from time to time to administer any traffic fine(s) incurred by the Client whilst renting the vehicle
- 1.1.15 **“Total loss”** (in relation to a vehicle) means -
- 1.1.15.1 In the event of damages, where the estimated costs of repairs is such that the vehicle is in the sole and absolute discretion of the Lessor’s Insurance Company uneconomical to repair in relation to the value of the vehicle and condition of the vehicle for the time being; or
- 1.1.15.2 In the event where the vehicle is stolen and/or lost, the amount of the total loss will be the retail value or the new list price of the vehicle and all camping equipment fitted to the vehicle and provided with the vehicle as per the check list, as supplied by the manufacturer, as at the date of loss less any salvage.
- 1.2 The singular shall include the plural and vice versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and *vice versa*.
- 1.3 Clause headings appear in this Lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.

## 2. STANDARD RENTAL RATES INCLUDE

- 2.1 Standard Rental Rates include the following:
- 2.1.1 Unlimited kilometres;
- 2.1.2 Standard insurance cover;
- 2.1.3 Full gas bottle(s) where applicable;
- 2.1.4 Full vehicle fuel tank;
- 2.1.5 Roadside assistance;
- 2.1.6 Travel pack including maps, books and relevant information;

2.1.7 All applicable South African taxes;

2.1.8 Vehicle and equipment familiarization.

### **3. MINIMUM RENTAL PERIOD**

3.1 Unless otherwise agreed by Bush and Desert Car Hire, the minimum rental period is 6 (six) days (leaving the base and returning back to the base), while the minimum rental period for cross border travel, that includes adjoining countries, is 14 (fourteen) days.

3.2 The days of pick-up and drop off of vehicle are each counted as full days irrespective of the time collected and returned.

3.3 We reserve the right to change minimum rental periods in the case of high kilometre rentals but this will be confirmed prior to booking.

### **4. BOOKING DEPOSITS AND PAYMENT TERMS**

4.1 Bookings are made in advance and are subject to availability.

4.2 A 40% (forty percent) partly refundable deposit, which becomes part of the rental payment but which partly lost on cancellation by the Client, is required to secure a rental. Provisional bookings are held for 2 (two) weeks without deposit and are then released as cancelled, with no obligations from the Lessor to notify the Client, unless an extension is given in writing by the Lessor. Rentals with lead time less than 60 days are not the subject of Provisional bookings and must be paid in full upon Quote acceptance.

4.3 The balance of the payment of the full price of the rental or safari, including any extra options requested by the Client, is due and payable on the date shown on the invoice (normally 60 (sixty) days prior to vehicle collection / handover by arrangement).

4.4 If any part of the balance of the rental or safari remains unpaid by its due date, the Lessor reserves the right to treat the booking as cancelled in which case the terms of these conditions concerning cancellation by Client will apply.

4.5 Payment can be made by Electronic Funds Transfer (EFT) directly into the bank account of the Lessor, details of which will be provided to the Client on request or by Visa or MasterCard.

4.6 All credit card transactions are conducted in Namibian Dollar (NAD) and subject of 2,5% non-refundable transaction fee. Due to exchange rate fluctuations, any amounts that may be refunded on return of the vehicle may vary from that initially debited against the credit card if not in NAD. The Lessor accepts no liability for these variances and accept no claims for payment for the variances.

4.7 The Client acknowledges and grants permission to the Lessor to charge the Client's nominated credit or debit card with any charges due by the Client under the Rental Agreement, at any time during and after the rental period.

4.8 The Client shall use his invoice number / name as a reference when making EFT payments and email through the proof of payment. The Lessor cannot be held responsible for unidentified payments.

4.9 The Lessor reserve the right to decline a booking where there may be excessive kilometres or risk put on the vehicle.

4.10 If for reasons beyond the Lessor's control the reserved vehicle is not available, the Lessor reserve the right to substitute the vehicle with another vehicle in the same category or in a higher category. This shall not constitute a breach of contract or entitle the Client to a refund.

### **5. TAXES**

5.1 All rates and conditions are subject to change in accordance with South African government regulations.

5.2 The Lessor is not a VAT registered company.

### **6. VEHICLE DELIVERY AND COLLECTION**

6.1 Deliveries and collections of vehicles from 8am to 5pm (Mondays to Fridays) are included in the rental cost. Collection and delivery of vehicles outside of these times, days and during bank holidays, may attract a fee.

- 6.2 Delivery or collection times must be arranged and confirmed prior to rental.
- 6.3 The vehicle, accessories and all equipment supplied by the Lessor shall be returned in the same condition and or working order as when received by the Client. Unless due to a mechanical malfunction or fair wear and tear, the costs for such damages will be for the Client's account and the Lessor is hereby authorized to deduct same from the insurance excess deposit or to charge the client's nominated credit or debit card.
- 6.4 The vehicle will upon delivery be fuelled and filled with water and oil and the Client is expected to return the vehicle with a full tank, failing which the Client will be charged for the additional fuel required to fill the tank.
- 6.5 Rental beyond the stipulated termination date must be authorized by the Lessor
- 6.6 Rentals terminated earlier than the stipulated termination date are not refundable.
- 6.7 Should the Client request that all equipment be checked at the time of return, it is the Clients' responsibility to ensure the vehicle is returned with sufficient time to conduct this service. After hours fees may apply.
- 6.8 Delivery of the vehicle takes place at the time the Client or Driver takes possession of the keys and or the vehicle at the renting location.
- 6.9 A insurance excess deposit will be required on vehicle collection and will be charged to the client's credit card. This amount, less any costs owing to the Lessor will be returned to the Client within 7 (seven) working days of return of the vehicle provided however that there are no damage to the Lessors' vehicle, accessories or to any third party property and also provided that no items of equipment are lost or damaged.

## **7. CONDITIONS OF VEHICLE RENTAL**

- 7.1 The rental amount, insurance excess deposit, taxes, levies or any other charges, as stipulated in this Rental Agreement, are payable before delivery of the vehicle to the Client unless otherwise authorised by the Lessor in writing. The Lessor reserves the right not to hand over or deliver the vehicle unless such payment has been made and or if any term of this Agreement is not met by the Client.
- 7.2 The Client is required to have a valid passport or identification, a valid driver's license free from endorsements and a credit card (in the same name) and the Client is required to provide the Lessor with a copy of the Client's, Driver's and or Additional Driver's Identity Document / Passport, International Driver's License and an imprint of the Client's Credit Card, before delivery of the vehicle to the Client. Non-English language national driving licences must be presented in conjunction with an official translation or valid international driver's license.
- 7.3 Co-drivers not nominated by the Client in the Rental Agreement or in the Booking form are not insured. If the vehicle is driven by anyone other than the Client, the Client shall remain liable for all his obligations in terms hereof, and in addition, the Client shall be liable to the Lessor as if the Client had been the driver.
- 7.4 A delivery / collection fee may apply depending where and when the vehicle must be delivered at and / or collected.
- 7.5 The vehicle shall be inspected by the Lessor and Client before delivery and shall be deemed to have been delivered in good working order and without any damage, unless such damage is recorded in writing and signed by both parties on the vehicle condition report. Any damage to the vehicle not recorded within 1 (one) hour after delivery will be for the account of the Client. This responsibility rests solely upon the Client and upon signature of the Agreement, the Client signs acceptance of the vehicle and equipment.
- 7.6 The Client shall return the vehicle, at the Client's expense, to the Lessor on the agreed return date and at the agreed renting location reflected on the rental agreement and or booking form.
- 7.7 The Client acknowledge that failure to return the vehicle in terms of this Agreement shall constitute unlawful possession by him, and the Lessor may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof. Any costs incurred in recovering the vehicle will be for the account of the Client.
- 7.8 The vehicle and all camping equipment fitted to the vehicle and provided with the vehicle as per the check list, shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.
- 7.9 The sole risk of loss or damage to the vehicle will vest in the Client from delivery of the vehicle and will remain vested in the Client until such time as the Lessor has recorded the return of the vehicle.
- 7.10 The Lessor has 5 (five) business days, excluding the return date, to evaluate and or inspect the vehicle for any damages and or losses for which the Client is and or may be liable.

7.11 A NAD 800.00 (eight hundred Namibian Dollars) cleaning charge is for the Client's account and included into the vehicle hire rate. This is a standard fee charged to all Clients for cleaning the exterior and interior of the vehicle as well as the linen, crockery and cutlery. In the event of that the vehicle is return in an extremely dirty condition, it will be cleaned by a professional valet service and the cost of the valet will be charged to the Client.

## 8. USE OF VEHICLE

8.1 The Client acknowledges that he is aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures, and acknowledges his responsibility to look after and maintain the vehicle during the rental period and to return the vehicle in good order, fair wear and tear accepted.

8.2 The Client shall care for the vehicle prudently and undertakes to maintain the vehicle during the rental period which would include the standard check of tyre pressures, battery, wheel nuts and bolts, wheel alignment if necessary, water, oil and engine coolant levels and to be aware of any symptoms which may arise during the rental period. In addition, should the vehicle reach 10 000 (ten thousand) kilometres during the rental period, the Client is required to service the vehicle at a suitable workshop associated to the vehicle manufacturer. Where an official dealer is not available, other workshops may service the vehicle without authorization. The schedule service charges are for the Client and any other repairs related to standard wear and tear on the vehicle will be cover by the Lessor. In addition, the Client shall regularly check that the roof rack, rooftop tents, gas bottles, high-lift jack, spare wheels, jerry cans and all other externally fitted equipment are securely fastened.

8.3 The vehicle may only be driven on sealed, bitumen/tar, recognised gravel roads and recognised 4x4 tracks. The Lessor reserves the right, at its sole discretion, to restrict the vehicle to be driven in certain areas due to adverse roads or weather conditions. The Client shall not use the vehicle in a manner or in a place that will directly or indirectly allow the vehicle to be placed in any risk whatsoever other than its intended use and design.

8.4 The vehicle may only be driven by the driver and or additional driver provided that such driver and or additional driver disposed of an international driver's licence and such driver and or additional driver can provide the Lessor with a valid unendorsed international driver's licence.

8.5 The driver or additional driver may not drive the vehicle whilst his blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or a narcotic drug or similar substance and every driver of the vehicle will comply with all applicable laws and will comply in all respects with the provisions of this agreement.

8.6 If the vehicle is driven by anyone other than the driver and or additional driver, then and without derogating from any rights or remedies which the Lessor may have, the Client shall remain liable for all his obligations in terms of this Agreement and in particular he shall be liable to the Lessor as if he had been driving the vehicle.

8.7 The Lessor will at all times remain the owner of the vehicle and the Client shall not sublet or lend the vehicle to any other person or entity.

8.8 During the rental period, the vehicle may not be used:

8.8.1 for the conveyance of passengers and/or goods for reward;

8.8.2 to transport goods in violation of any customs laws or in any other illegal manner;

8.8.3 in any motor sport or similar high risk activity;

8.8.4 for dune and beach driving or for boat launching;

8.8.5 to propel or tow any other vehicle including any caravan or trailer;

8.8.6 beyond the borders of South Africa, Namibia, Botswana, Zambia and Zimbabwe unless authorised by the Lessor in writing; or

8.8.7 in any area where there is or may be a risk of incidents of civil unrest, political disturbance or riot or any activity associated with any of the afore going, unless authorised by the Lessor in writing.

8.9 The Client shall make adequate provision for the safety and security of the vehicle and in particular, but without limiting the generality of the afore going, he shall keep the vehicle properly locked and secured and immobilised and the burglar alarm (if any) activated and any anti-theft device in the vehicle properly secured and in place when the vehicle is not in use.

- 8.10 The Client will make sure that the keys of the vehicle are under the Client's, drivers and or additional driver's control at all times.
- 8.11 The Client is liable for payment of the lease for the full rental period notwithstanding the vehicle being rendered unusable as a result of *inter alia* the Client's (or driver and or additional driver's) negligence and or mechanical breakdown whilst the vehicle is in the Client's possession. In such event the Lessor, in its sole discretion, can refund the Client and or provide the Client with an additional vehicle but only if the vehicle was being rendered unusable as a result of fair wear and tear. The manufacturer's standard warranty conditions and expertise apply regarding negligence, fair wear and tear and or mechanical failure and cause thereof.
- 8.12 Depending on the distances to be driven, the Client may be required to have the vehicle serviced on-route at an Authorised Service Centre Dealer if the vehicle is due for its routine service. In the event of the Client neglecting to do so, the Client may be responsible for a penalty charge. Therefore the Client must provide the Lessor with an estimated and or planned route or suggested itinerary and estimate kilometres of travel.

## **9. TERMINATION AND OR CANCELLATION OF RENTAL AGREEMENT**

- 9.1 Notwithstanding anything to the contrary contained in this agreement, the Lessor shall be entitled to terminate this Agreement at any time, by notice (oral or in writing depending on the situation) to the Client, whereupon the Client shall return the vehicle to the Lessor forthwith. In the event of failure to return the vehicle to the Lessor, the Lessor shall be entitled at any time to retake possession of the vehicle, wherever found and from whosoever has possession thereof. The obligations of the Client and the rights of the Lessor under this Agreement shall continue in full force and effect until the vehicle has been returned to the Lessor in terms of this Agreement and the Client has complied with all his obligations. Any costs incurred in recovering the vehicle will be for the account of the Client.
- 9.2 The Lessor may cancel a booking at any time due to force majeure or circumstances beyond the control of the Lessor, in which event the Lessor shall use its best endeavours to offer an alternative safari of a similar standard or cost. Should the Client not accept the alternative or a suitable alternative not be available, the Lessor will refund all monies paid by the Client relating to the vehicle only. Provided that the Lessor has used its best endeavours to comply with the above clause, it will not be liable for any breach of contract or claim that may arise as a result of any inconvenience suffered by the Client.
- 9.3 Notice of cancellation by the Client must in all instances be made in writing by the person whose name is used as the Client on the booking confirmation form. Cancellation is effective from the date of receipt by the Lessor of such written notification and the Client will not be able to claim a reduction, remission or refund for early termination of the Agreement or an early return of the vehicle, unless arranged in advance and agreed thereto in writing by the Lessor.
- 9.4 In the event of a rental having to be cancelled by a Client, the following refund rates and cancellation charges are applicable:
- 9.4.1 notice received 60 (sixty) days or more before the departure date – deposit refunded less 50% cancellation fees
  - 9.5.2 notice received 45 – 59 (forty five to fifty nine) days before the departure date – booking deposit is not refundable and if the total rental has been paid, the balance less the deposit will be refunded.
  - 9.5.3 less than 45 (forty five) days – a 100% (one hundred percent) cancellation fee will be payable and the full rental will be due.

## **10. RENTAL RATES AND CHARGES**

- 10.1 The Client agrees to pay the Lessor all rates and charges, as set out in the Rental Agreement.
- 10.2 The Client shall also be liable for all fines (traffic fines), penalties and like expenses including but not limited to parking, traffic and other offences, arising out of or concerning the use of the vehicle during the rental period and the Client accordingly indemnifies the Lessor against all such liability.

## **11. DAMAGES**

- 11.1 The Client remains liable for payment of all amounts due until the Lessor is paid in full by the issuer of the credit card.
- 11.2 If the Lessor has agreed to accept payment from the Client by credit card or charge card specified in the Safari Booking Form which is the integral part of this Rental Agreement, the Client's signature on this Agreement will constitute authority for the Lessor to obtain authorisation and or payment. The signature will also constitute authority for the issuer of the card to debit him with the total amount due to the Lessor (including but not limited to any damages or loss suffered by the Lessor).

11.3 In the event of any damages or loss or in the event of an accident and/or if the vehicle is stolen and or lost, the amount of the damages or the total loss as suffered by the Lessor is payable by the Client on demand.

11.4 A certificate of any Director, Manager or Accountant of the Lessor, whose capacity need not be proved, as to any amount owed by the Client to the Lessor shall constitute *prima facie* proof of the amount.

## 12. CLIENT'S RISKS, LIABILITIES AND INSURANCE

12.1 The vehicle is fully serviced and maintained by the Lessor as per manufacturer's requirements.

12.2 The vehicle is at the sole risk of the Client (fair wear and tear excepted) from the moment the key and/or the vehicle is delivered to the Client until such time as the vehicle is returned to the Lessor.

12.3 The Client will be liable for all damages, loss, consequential damage and or any mechanical failure due to the negligent, misuse and or wilful acts or the use of non-approved parts, lubricants, fuels and or oils by the Client during the rental period. The Lessor will only be liable for damage, loss and/or mechanical failure due to fair wear and tear. The manufacturer's standard warranty conditions and expertise apply regarding negligence, fair wear and tear and or mechanical failure and cause thereof.

12.4 All and or any necessary mechanical damages and or repair work during the rental period must be done at the Client's own cost. In such event the Lessor will notify the Client of an Authorised Dealer and or Service Centre at which the necessary reparations must be done. The Client should retain the invoice for such repair work and also any displaced parts in order for the Lessor to reimburse the Client, should the Client be entitled to any reimbursement in terms of this Rental Agreement.

12.5 Damages during off-road driving, driving not recognised 4x4 tracks, bundu bashing or any other acts or driving of the vehicle which may cause any type of damage to the vehicle or which may be above the vehicle's ability or that of the driver and/or additional driver, will be deducted from the security deposit paid by the Client.

12.6 The Client undertakes to return the vehicle to the Lessor, in the same good condition and working order as it was delivered to the Client by the Lessor. Any damage, breakage or loss will be deducted from the security deposit, unless it is due to a manufacturer's default and or fair normal wear and tear. The manufacturer's standard warranty conditions and expertise apply regarding negligence, fair wear and tear, mechanical failure and or manufacturer's default and cause thereof.

12.7 Damage and/or loss to tyres, mag's, rims, glass (including lights and windows), the interior and the exterior, caused during the rental period, will be deducted from the security deposit, irrespective of the cause of the loss or damage. Damaged or lost tyres if can't be repaired will be replaced with a brand-new tyres of the same size and model at the Client's cost.

12.8 The following damages and or losses are excluded from the Lessor's standard insurance cover and the following repair, loss and or damage will consequently be deducted from the security deposit paid by the Client:

12.8.1 damages or loss caused by the Client's, driver and or additional driver's negligence and or wilful actions;

12.8.2 Clutch, Gearbox and Diff Lock repair and or replacement due to negligence, misuse and or wilful acts by the Client. The manufacturer's standard warranty conditions and expertise apply regarding negligence, fair wear and tear and or a mechanical failure and cause thereof;

12.8.3 Damages caused by salt, water and sandstorms;

12.8.4 Repatriation in case of an accident and/or breakdown (local and cross-border);

12.8.5 Damages and/or loss to camping equipment;

12.8.6 Damage to springs and or shock absorbers;

12.8.7 Detention, confiscation or requisition by customs or other officials or authorities;

12.9 The Client will furthermore be held fully liable for the following loss and or damage to the vehicle or third party if, during the rental period, caused by the Client, driver and/or additional driver or as a result of, *inter alia* the following:

12.9.1 Damage to the vehicle or equipment caused by abuse, careless, negligent or reckless driving and/or actions;

12.9.2 Dents and bumps on any part of the vehicle;

- 12.9.3 Accidental damages and/or any loss or damages which are not covered and paid for by the Lessor's insurance policy or company;
  - 12.9.4 Non-Compliance with road (traffic) regulations and over speeding above 120 km/h at tar, 80 km/h at gravel
  - 12.9.5 Not purchasing the required and/or compulsory cross border third party insurance;
  - 12.9.6 Driving under the influence of alcohol or any other substance as set out above ;
  - 12.9.7 Fraudulent actions;
  - 12.9.8 Use of incorrect fuel and/or fuel in the water tank;
  - 12.9.9 Sandstorms, water submersion or salt-water damage;
  - 12.9.10 If the vehicle is abandoned and no contact is made by the Lessee to the Lessor;
  - 12.9.11 Illegal use of the vehicle;
  - 12.9.12 Suspension damage;
  - 12.9.13 Sub-hiring of the vehicle;
  - 12.9.14 Driving on restricted roads, closed roads or areas;
  - 12.9.15 Driving on dunes or off road where no tracks are obvious.
  - 12.9.16 All glass, all tyres (including abusive use and extreme wear and tear of tyres) and rims;
  - 12.9.17 Repatriation, accidental and/or mechanical (local or cross-border);
  - 12.9.18 Breakdown recovery and or tow-in of any nature;
  - 12.9.19 Not attending to the necessary replacement or repair of wear and tear items i.e. lights batteries oil, hydraulic pumps, injectors, starter, switches, alarm-immobiliser (which items may cause consequential damages to the vehicle if not so replaced or repaired);
  - 12.9.20 Medical assistance and/or emergency response;
  - 12.9.21 Damage to the undercarriage of any nature including engine, transmission, gearbox, diff locks, prop shaft, side shafts, CV joints, Diff (front and rear) parts i.e. brakes and brake system / ABS due to negligence, misuse and/or wilful acts by the Client. The manufacturer's standard warranty conditions and expertise apply regarding negligence, fair wear and tear and or mechanical failure and cause thereof;
  - 12.9.22 Overheating of any nature, radiator, power-steering;
  - 12.9.23 Interior, including liquid and/or food stains, cigarette and/or fire burns, tares and paintwork including branch and or bush scratches;
  - 12.9.24 GPS, SAT Phone, 2-Way radio's, Mobile, Radio-CD, ECU, Dual Battery-System, photography equipment;
  - 12.9.25 All camping equipment i.e. Rooftop and ground tents, fridge and/or freezer, cutlery-crockery, pots, pans, table and chairs, blankets, pillows, mattresses, protection covers etc.;
  - 12.9.26 Failing to maintain the vehicle and/or equipment regularly during the rental period.
- 12.10 Any mechanical repair or replacement related to fair wear and tear is covered by the Lessor. The manufacturer's standard warranty conditions and expertise apply regarding fair wear and tear and repairs of up to NAD 2,000.00 (two thousand Namibian Dollars alone) can be effected without prior authorization. On higher amounts prior authorization is required from the Lessor. Due to the vastness of where vehicle are mobile, the Client is responsible to get the vehicle to the nearest workshop. Where not mobile, the vehicle should be towed to the nearest workshop for diagnosis. Where serious mechanical failures occur due to standard wear and tear and which cannot be repaired timeously, a replacement vehicle will be supplied within 24 (twenty four) to 48 (forty eight) hours respectively, depending on how



remote the Client is. Inconvenience and time loss is not covered for mechanical failures which cannot be anticipated and were not apparent at the start of the rental.

12.11 In the event of any occurrence giving rise to a claim whilst the vehicle is in the specified territory(ies), the Client will at his own expense be responsible for the repatriation and the costs thereof of the vehicle to the base he took delivery from. The Lessor will not incur any liability until the vehicle has been repatriated to the renting location.

12.12 Should there be an accident and/or mechanical, electronic problem and/or breakdown, then and in such event the Client must first contact the Lessor before attempting to contact for *assistance*.

### 13. INSURANCE

13.1 The Client undertakes to insure against cancellations and for medical and personal injuries, medical evacuation and all other usual travel risks. Such insurance shall be independent of the conditions of this rental agreement and shall be governed by the conditions therein.

13.2 Standard Insurance Cover, which covers 95% (ninety five percent) of the vehicle's value, is included on all vehicle and in all rates quoted and is non-refundable. This is not a full cover and an excess of 5%, minimum 3000 NAD (three thousands Namibian Dollars) is applicable. Payment by the Client of a insurance excess deposit the monetary value of which depends on the specific vehicle and accessories provided under the rental agreement is therefor compulsory. The insurance excess deposit will be appropriated by the Lessor to the payment of the excess amount levied by the Lessor's Insurance Company and or any other amounts, loss or damages not paid and or covered by the Lessor's Insurance Company in such event. The excess is payable for any damage irrespective of the cause of damage.

13.3 No matter the reason or circumstance, the Client will be liable for any damage or destruction including to tires, windscreens, windows, damage to lights, dents or scratches and to the fitted accessories and additional equipment supplied. The monetary value of any damage will be determined by a quotation from a local agent / distributor or the company that originally supplied the equipment / accessory or a reputable alternative.

13.4 Personal property is not covered by insurance and there is also no insurance cover for any of the camping equipment.

13.5 A standard excess applies in the event of any damage to either the Lessor's vehicle or any third party property and the Client is required to pay the insurance excess when any claim arises.

13.6 The Vehicle is insured and insurance cover is valid in South Africa, Namibia, Botswana, Zambia, Zimbabwe, Swaziland, Lesotho, Malawi, Mozambique and special permission is required for any other countries in Sub Saharan Africa.

13.7 There is no Third Party Insurance Cover outside the borders of South Africa, Namibia and Botswana and the Client is obliged, on its own cost, to obtain Third Party Insurance Cover at the border posts when entering neighbouring countries.

13.8 Insurance cover is applicable only in the event of a collision including one or multiple vehicles and or animals or thefts. Insurance cover is applicable on presentation of a police report and the incident reported to the lessor within 24 (twenty four) hours.

13.9 The Client shall under no circumstances carry fuel containers inside the vehicle. Failure to comply herewith shall result in immediate cancellation of any insurance cover. The Client will be liable for the total loss and or damages suffered by the Lessor as a result of his failure to comply with this clause.

13.10 Should the vehicle be damaged, stolen or lost in a situation where there was a breach of any of the terms and conditions as contained herein, the Client will be liable for the total loss and/or damage suffered by the Lessor (notwithstanding the fact that waivers were opted for).

13.11 The Client is liable for all fines and/or penalties incurred during the rental period and hereby authorises the Lessor to disclose any information required by a relevant authority to process it.

13.12 Notwithstanding anything in this agreement, the Lessor shall not be obliged to make, institute or proceed with any claim which the Lessor may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the vehicle. The Lessor shall accordingly be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms.

13.13 Insurance does not cover negligent damage and dents and scratches caused by the client's negligence will therefore be for the Client's account. The Lessor is hereby authorized to deduct such amounts from the Client's credit card, to cover any expenses incurred through the Client's negligent damage to any of the Lessor's vehicles.

- 13.14 The Lessor is under no obligation to provide a replacement vehicle nor will any refund be made if damages are sustained for any one of the reasons shown in 12.9 above.
- 13.15 A replacement vehicle will only be dispatched once payment of all damages and or recovery costs to the first vehicle is made. The Lessor reserves the right to withhold a replacement vehicle and this does not entitle the Client to any claims against the Lessor.

#### **14. WILD ANIMALS**

The Client acknowledges that he is aware that this safari may take him into close contact with wild animals and that the Lessor cannot be held responsible in the event of an attack from a wild animal. It is the responsibility of the Client to ensure his own safety and that of his passengers. Neither the Lessor nor their employees can be held responsible for any attack, injury or accident that may occur.

#### **15. INFORMATION PROVIDED**

All information regarding routes, facilities, local prices and amenities either shown in pictures or supplied in writing by the Lessor is provided in good faith. Should prices vary or facilities that have been recommended not be available, the Lessor cannot be held responsible.

#### **16. COLLISION DAMAGES AND ACCIDENTS**

- 16.1 If at any time the vehicle is damaged, stolen or lost, the Client will take every reasonable precaution to safeguard the interest of the Lessor including but not limited to, the following where appropriate:
- 16.1.1 he will notify the Lessor immediately or within 3 (three) hours of becoming aware of the occurrence and will notify the police within 24 (twenty-four) hours of the occurrence in question and furnish the Lessor with an accident case number. Failing to report accidents voids all insurance cover and the client becomes fully liable for all costs.
- 16.1.2 if during the rental period the vehicle is involved in any accident or collision or is lost or the vehicle or any part of it is stolen, the Client shall take every reasonable precaution to safeguard the interest of the Lessor, including where appropriate, but not limited to, obtaining the name and address of everyone involved and of possible witnesses, co-operating with the Lessor in the investigation, the making and or defence of any claim or action relating to the incident (including the making of an affidavit if the Client is requested to do so).
- 16.1.3 he will not make any statements admitting any responsibility or liability for the accident nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability.
- 16.1.4 he will make adequate provision for the safety and security of the vehicle and will not abandon the vehicle under any circumstances. He will co-operate with the Lessor and its Insurance Company in the investigation, the making or instituting of any claim or action and the defence of any prosecution, claim or action relating to the incident (including the making of an affidavit if he is requested to do so).
- 16.1.5 If the Client is not the driver, then, without in any way derogating from the Client's obligations, the Client shall procure that the driver and or additional driver complies with the provisions of 16.1 and the Client warrants that the driver and or additional driver will do so. The Client warrants that the information completed in the Lessor's claim form will be complete, true and correct in every respect.
- 16.2 Where collision damages render a vehicle unusable, a replacement vehicle can be supplied by the Lessor's at his own discretion and if available, but all costs are for the expense of the Client. If a replacement vehicle is supplied by the Lessor then a new rental agreement and terms and conditions will apply. The Client is responsible for the return of the damaged vehicle to the renting location of outside the borders of South Africa. All costs are for the expense of the Client.
- 16.3 If the Client is unable to take a replacement vehicle, no refunds for early termination of the contract will be considered and an administration fee of NAD550.00 (five hundred and fifty Namibian Dollars alone) will be levied for the processing of any accident claims. So to, no refund or rental days lost will be considered during the period in which a replacement vehicle is being replaced.
- 16.4 Should the Client continue with a replacement vehicle, then a new rental contract and insurance conditions will apply.
- 16.5 Should a replacement vehicle be needed due to a fault of the Lessor, the Lessor will replace the vehicle within 24 (twenty four) to 48 (forty eight) hours if available and depending on how remote the Client is, alternatively the Client will be refunded for the balance of the days remaining.

## **17. EQUIPMENT AND ACCESSORIES**

- 17.1 The Lessor do not manufacture the equipment and accessories and although they cannot warrant of guarantee their performance or reliability, they will make every effort to ensure equipment or accessories fitted or provided are of good quality. It is Client's responsibility to make sure all equipment and accessories are in a good working condition prior to leaving Lessor's depot.
- 17.2 In the case of equipment issues or failures, the Client can repair or replace equipment at the cost of the Lessor. Where the amount exceeds NAD 2,000.00 (two thousand Namibian Dollars alone) prior authorization from the Lessor should be obtained. In the case of larger and more specialized items like the fridges and roof tents where these are not usable and are not able to be replaced, the relevant item will be refunded from when it is reported faulty. This as long as it is due to fair wear and tear of the item itself and not usage related (dual battery system failure, fuses blown or loose wire connection, incorrect use etc.) or due to impact.
- 17.3 No tent is completely mosquito proof so other precautions should be taken in malaria areas. Zips which fail during the rental will not deem a tent unusable or validate the swap out of a tent unless otherwise agreed by the Lessor.

## **18. INDEMNITY OF THE LESSOR BY CLIENT**

- 18.1 Neither the Lessor nor any of its directors or employees shall be liable for any loss or damage (including any loss or damage to property left or transported in the vehicle, any loss of life or any loss or damage arising from the installation or condition of a child seat or any other accessory in and or on the vehicle), whether direct, indirect, consequential or otherwise arising from the rental by the Client of the vehicle, including, without limitation, any defect in and or mechanical failure of the vehicle (howsoever arising and of whatever nature) or the failure of the Lessor to detect defects in or mechanical problems with the vehicle and whether such loss or damage results from breach of contract or delict (including negligence or gross negligence) or otherwise, which may be suffered by the Client, driver, additional driver and/or any third party and or passenger.
- 18.2 The Lessor, its directors or employees are accordingly indemnified by the Client or his estate against any claim of any nature whatsoever and howsoever arising for any damages, personal injuries, death or loss by the Client, driver, additional driver, passenger and or any other third party, which might be instituted against it arising from or connected with or pursuant to the renting of the vehicle contemplated in these terms and conditions.

## **19. JOINT AND SEVERAL LIABILITIES OF SIGNATORIES, LESSEE AND/OR DRIVER**

The Client and every person whose signature appears on these terms and conditions and Quotation will be liable jointly and severally, as sureties and co-principal debtors, for payment of all amounts due to the Lessor in terms of or pursuant to the rental agreement.

## **20. LIABILITY**

- 20.1 The Lessor will not accept responsibility over things, persons or any matter over which it has no direct control, nor will it be held liable for the death, injury or illness of any client or any persons accompanying them.
- 20.2 The Lessor shall not be liable for any damage to or any damage arising out of any defect in or mechanical failure of the vehicle, nor for any loss or damage to any property transported or left in the vehicle, nor for any direct or indirect damages, consequential loss of profits or special damages of any kind for any breach of this agreement, or arising out of any cause whatsoever, irrespective of whether or not the loss resulted from the negligence of the lessor, its agents or employees. The Lessor accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstance.
- 20.3 The Client, by making use of the Lessor's services, acknowledge the risk involved in the rental of a 4x4 vehicle for the using of driving purposes, on either tar, sand, gravel or any other pathways, and declare themselves to be fully acquainted with all the risks involved in using the vehicle for the specific purpose they intend for. By making us of the Lessor's service, the Client indemnify the Lessor against any and all claims of whatsoever nature which may arise due to not adhering to any safety, usage instructions and any other information as provided for in the Lessors website, which includes claims for harm and damages caused to the Client or any other person in the vehicle whilst the driving thereof, due to reasons beyond the reasonable control or unintentional act of any person and will include nay economical loss pertaining to the harm and damage caused.

## **21. BREACH**

Notwithstanding any of the clauses hereinabove, should the Client wilfully breach any of the terms and conditions of the Rental Agreement, the Lessor shall be entitled to terminate the agreement forthwith. In such instance the client shall still be liable for all of his obligations in terms of the rental agreement as fi the agreement had not be terminated.

**22. TRAFFIC OFFENSES**

- 22.1 The Client is advised that the Lessor will debit the Client's credit card for any infringement fee for an offence where the offence was committed during the period of hire and was a speeding offence, a toll offence or an offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment or an offence for parking in any portion of a road in breach of any by-law or a road controlling authority.
- 22.2 The Lessor will charge an administration fee of R2,000.00 (two thousand rand) in addition to the infringement fee.

**23. GENERAL**

- 23.1 The Rental Agreement is the entire Agreement between the parties and neither party will be bound by any undertakings, representations, warranties, promises or the like (unless where this rental agreement stipulates otherwise) should it not be in writing and signed by both parties.
- 23.2 If any provision of the Rental Agreement is found by a court of law to be invalid or void, such provision will be severed from the remaining provisions, without affecting the remainder of the provisions hereof.
- 23.3 No extension, latitude or other indulgence that may be given or are allowed by any party in respect of performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this Rental Agreement, and no single or partial exercise of any right by any party under this Rental Agreement will in any circumstances be construed as implied consent or election by such party or operate as a waiver or a novation or otherwise affect any party's rights in terms of or arising from this rental agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 23.4 The Client authorises the Lessor to insert any particulars in the agreement that are not known or are unavailable at the time of signature.
- 23.5 The obligations of the Client and the rights of the Lessor under this Agreement shall continue in effect until the vehicle has been returned to the Lessor and the Client has complied with all the terms and conditions of the Rental Agreement.
- 23.6 It is hereby agreed that this Agreement is governed by the laws of the Republic of South Africa and all matters or disputes arising there from or incidental thereto, shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 23.7 The Client agrees that the Lessor is entitled, but not limited, in its discretion, to institute any action or proceedings for enforcing any of its rights under this agreement in the Magistrate's Court, notwithstanding the amount in dispute, and the Client consents to the jurisdiction of the Magistrate's Court.
- 23.8 The Client shall not be entitled to cede any of his rights or assign any of his obligations under this agreement or to rent or part with possession of the vehicle, its tools or equipment or any part of it.
- 23.9 If the Lessor institutes any legal proceedings against the Lessee to enforce any of its rights under this Agreement it shall be entitled to recover from the Client all the legal costs it incurs to its own attorneys in accordance with their usual charges and assessed as between attorney and own client including but not limited to collection commission and tracing agent charges.
- 23.10 If the Client enters into this Agreement on behalf any principal, including any undisclosed principal, the Client shall be personally liable jointly and severally with his principal.
- 23.11 Rates and conditions may be subject to change without notice. All information may be subject to change and all measurements and volumes provided by the Lessor are approximate.
- 23.12 The Client chooses the following address as his *domicilium citandi et executandi* (i.e. address for service of all legal process) and any notice posted to the Client to this address shall be deemed to be received seven days after the date on which it is posted unless the client proves the contrary.

Physical Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

23.13 The Client warrants that he is entitled and duly authorised to enter into this Agreement, that all particulars given to the Lessor and or recorded on the Rental Agreement are true and correct.

23.14 In the event of the death of the Client between the period that the vehicle is collected by the Client and returned to the Lessor by the Client, the obligations of the Client shall pass to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Client.

**SPECIAL CONDITIONS:**

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THUS done and signed by the **LESSOR** at \_\_\_\_\_ on this \_\_\_\_day of \_\_\_\_\_

**Witness** \_\_\_\_\_

**LESSOR** \_\_\_\_\_

**Witness** \_\_\_\_\_

THUS done and signed by the **CLIENT** at \_\_\_\_\_ on this \_\_\_\_day of \_\_\_\_\_

**Witness** \_\_\_\_\_

**CLIENT** \_\_\_\_\_

**Witness** \_\_\_\_\_

ERT

