

# RENTAL AGREEMENT - TERMS AND CONDITIONS

THESE ARE IMPORTANT CONDITIONS LIMITING YOUR RIGHTS AND SHOULD BE READ CAREFULLY

## 1. INTERPRETATION

In this agreement, except in a context indicating that some other meaning is intended:

- 1.1 “Lessor” means Caprivi Car Hire or Odyssey Car Hire.
- 1.2 “Renter” means the person cited as the Renter in the rental agreement.
- 1.3 “Rental Period” means the period from the time the vehicle is delivered at the renting location to the time the vehicle is returned to the “Lessor” by the “Renter”.
- 1.4 “Renting location” means the agreed delivery or return location specified on this agreement, or if no such location is specified, the current physical address of the “Lessor”.
- 1.5 “Territory” means the territory of Namibia.
- 1.6 “Vehicle” means the vehicle described on the rental agreement (including all tires, tools, equipment, accessories and documents in and on the vehicle at the rental location) and includes any replacements for the vehicle which have been officially authorized by the Lessor.

1.7 “Additional Driver” means such person who, in addition to the driver, is reflected on the rental agreement as being duly authorized by the company to drive the vehicle.

1.8 “Damages” (in relation to the vehicle) means the actual costs of towing, transporting and storing the vehicle, repairing the damages (including the tires and rim damage) to the vehicle, replacing parts or accessories (without allowing for depreciation), remunerating an expert to inspect collision damage and report thereon and reimbursing such expert (an invoice, job card or quotation produced by the Lessor shall be prima facie proof of such expenditure) or any other charges incurred relating to an accident or incident of whatsoever nature, and includes a total loss when applicable.

1.9 “Auto Dealers Guide” means Mead & Mc Grouthers publication containing, inter alia, recommended selling prices of motor vehicles.

1.10 “Total Loss” (in relation to a vehicle) means

- 1.10.1 damages (see clause 1.8) where the estimated costs of repairs are such that the vehicle is, in the sole and absolute discretion of the Lessor, uneconomical to repair in relation to the value of the vehicle and condition of the vehicle for the time being; or
- 1.10.2 when the vehicle is stolen and / or lost: the amount of the total loss will be the retail value as reflected in the Auto Dealers Guide (see clause 1.10) or if not reflected therein, the new list price of the vehicle, as supplied by the manufacturer, as at the date of loss less any salvage.

1.11 Reference to the rental agreement shall be the rental agreement form consisting of the first and this page of this form and any further page signed by both the Lessor and the Renter thereby forming part of the agreement.

1.12 The singular shall include the plural and the vice versa, the masculine gender shall include the feminine and vice versa and the natural persons shall include legal and juristic persons and vice versa.

1.13 The headings appear for reference only and shall not influence the proper interpretation of this agreement.

## 2. THE RENTER'S AGREEMENT DUTIES!

**YOU CONFIRM THAT,**

2.1 **On the day of rental you will supply the lessor with a mobile contact number by which the lessor will be able to contact you for emergency purposes as well as for other important information.**

2.2 Only YOU and / or the ADDITIONAL DRIVER noted on the agreement may drive the vehicle and both persons have had their driving license for more than 5 years.

2.3 The vehicle shall NOT be driven by any person under the age of 23, or any person older than 70 years.

2.4 The operation of the vehicle and the accessories fitted to it has been explained to YOU.

2.5 YOU collect the Vehicle at the premises of the Lessor or agreed address.

2.6 YOU inspected the Vehicle, its spares and accessories for any damage, prior to accepting the keys.

2.7 YOU are responsible for the vehicle for the entire time of the rental, whether YOU are driving or not.

2.8 YOU are responsible for all the costs of damage to the vehicle including but not limited to the labor portion for any repairs, its spares and accessories in or on the vehicle, until the vehicle is returned to the Lessor.

2.9 If YOU return the vehicle later than the agreed date YOU are responsible for the additional cost of rental.

2.10 **YOU shall adhere to the following speed limits:**  
**80km/h on gravel roads or salt roads;**  
**120km/h on Tarmac / Paved Roads;**  
**60km/h in cities, towns or any urban areas.**

2.11 In the event of the vehicle being damaged due to YOUR and / or the DRIVER of the vehicle exceeding the above speed limits, YOU, as the Renter shall be liable for all costs relating to such damage.

2.12 In the event of damage or loss of the vehicle caused by YOUR or the ADDITIONAL DRIVER's negligence, necessitating the exchange of the vehicle with an alternative vehicle, such alternative vehicle shall be supplied subject to the following:

- 2.12.1 The Lessor having agreed to supply an alternative vehicle.
- 2.12.2 YOU shall be responsible for the costs to recover the damaged vehicle.
- 2.12.3 The rental costs for the damaged vehicle shall be forfeited.
- 2.12.4 A new rental agreement to be concluded and the rental charges for the replacement vehicles shall be charged.
- 2.12.5 A new non-reducible excess for the alternative vehicle shall be held against your credit card.

2.13 YOU are responsible for the safety of the vehicle in particular and shall keep the vehicle properly locked and secured when not in use.

2.14 Due to the rough terrain, the routes and areas indicated on the accompanying map, are driven on / in at the Renters own risk.

2.15 The Renter is liable for any mechanical and / or other damages caused to the vehicle on these routes or in these areas which shall include all costs of recovery. Costs of recovery shall include costs of accommodation and transport of any additional drivers.

2.16 You are only allowed to drive on marked roads.

2.17 The Lessor reserves the right to deduct a Handling Fee of 20% from the Renters credit card for any claims, traffic fines and parking fines after notification of proof is received.

2.18 Should the vehicle be damaged, stolen or lost in a situation where there was a breach of any of the terms and conditions contained in this RENTAL AGREEMENT – TERMS AND CONDITIONS, or the Renter or Driver was negligent, the Renter shall be liable for the total loss and / or damage suffered by the Lessor.

2.19 **Always check cold tire pressures in the mornings before starting your trip and keep the Tire Pressure as indicated below**

Vehicle Type	Tire Pressure - Front Wheels	Tire Pressure - Rear Wheels
Toyota Hilux Double Cab	1.8 Bar	1.8 Bar

**YOU UNDERSTAND THAT YOU MAY NOT,**

2.20 use the Vehicle for the conveyance, whether of passengers or goods, for a reward without the Lessor's written consent;

2.21 propel or tow any other vehicle including any caravan or trailer without the Lessor's written consent; participate in any motor sport or races of any kind;

2.22 drive beyond the borders of Namibia unless authorized by the Lessor in writing;

2.23 drive on any of the prohibited roads / areas specified by the Lessor on the accompanying map;

2.24 drive in any area where, according to the Namibian Police or Security Forces, there is or may be war, incidents of civil unrest, political disturbances or riots or any activity associated with any of the foregoing;

2.25 drive in twilight, after sunset or before sunrise unless authorized by the Lessor in writing;

2.26 drive through water levels higher than 30cm / 1 foot;

2.27 drive through rivers, even run-off rivers or dry rivers, or along riverbeds;

2.28 drive during sandstorms;

2.29 do bush bashing with the vehicle;

2.30 **do trips up or down Van Zyl's Pass!**

2.31 **drive in low range(4L) 4WD (four-wheel drive) for prolonged / extensive periods and at SPEEDS exceeding 30km/h. (you are advised to switch back to 4H high range (or alternatively H2) as soon as road conditions allows you to exercise this action to reduce excessive powertrain wear and possible damage);**

2.32 **drive in low range(4L) 4WD (four-wheel drive) on Tarmac / Paved Road;**

2.33 drive the vehicle on any beach meaning below the high-tide watermark or through any wet salt-pans or water pools when driving at the coast;

2.34 use hand-held mobile phones whilst driving;

2.35 drive whilst being under the influence of intoxicating liquor or any drug.

**YOU UNDERSTAND THAT,**

2.36 In soft terrain (e.g. Sossusvlei) tire pressure is not to be reduced to lower than 1.2 bar and immediately be re-inflated to 1.8 bar once soft terrain has been successfully exited to prevent tire damage.

2.37 YOU shall be liable for any mechanical damage (e.g. burnt clutch) caused to the vehicle while driving off-road including all costs of recovery.

2.38 In the event of the vehicle getting stuck in mud, muddy water or deep loose sand, there is a potential risk of brake, transmission, differential and electronic damages which will be charged to the Renter.

2.39 **Trips in sand dunes are not allowed under any circumstances, this includes trips to Sandwich Harbour!**

2.40 The standard operating procedure of the 4x4 (4WD) function of the vehicle has been explained to you and that you fully understand how to use it and that:

2.40.1 H2 (HIGH 2) Transfer Gear Operation is for NORMAL driving on dry normal Tarmac / Paved Roads.

2.40.2 H4 (HIGH 4) Transfer Gear Operation is for driving ONLY on tracks that permit the tires to slide i.e. Off Tarmac / Gravel roads.

2.40.3 L4 (LOW 4) Transfer Gear Operation is for climbing or descending steep hills, off-road driving i.e. deep or loose sand and mud.

2.40.4 H4 (HIGH 4) may not be used on Tarmac / Paved Roads.

2.40.5 H4 (HIGH 4) Suitable for most Gravel / Off-tarmac roads at Maximum Speed of 80km/h.

2.40.6 **L4 – Deep or loose sand and mud, steep inclines or steep descents at Maximum Speed of 30km/h.**

2.40.7 L4 may not be used on Tarmac / Paved Roads.

2.40.8 Once the deep sand or incline/descent has been transversed, immediately switch back to H4 after coming to a complete stop.

2.40.9 Should any damage be caused to the vehicle as a result of exceeding specified speed limits, or as a result of engaging the **4x4** 4WD (Four-Wheel Drive) where not necessary, YOU shall be liable for all costs incurred in the repair of the vehicle.

2.41 The driver and all passengers shall wear safety belts as provided at all times.

2.42 As per Namibian law you are required to drive with your vehicle's headlights switched on at all times on all Namibian roads.

2.43 YOU are advised to refuel the vehicle whenever possible.

2.44 According to company policy the vehicle's level of fuel is indicated on the attached checklist on rental commencement.

2.45 YOU shall return the vehicle with the same amount of fuel as when YOU received it upon rental commencement.

2.46 The Lessor shall not be liable for any excess fuel when the vehicle is returned to it.

2.47 It is recorded that all vehicles are fitted with vehicle satellite tracking devices, and should the specified speed limits be exceeded a buzzer will sound.

2.48 ALL INSURANCE shall be voided should any damage occur whilst over speeding.

## 3. THE LESSOR'S RENTAL AGREEMENT DUTIES!

**WE CONFIRM THAT,**

3.1 The vehicle is fully licensed and registered as per Namibian law.

3.2 The operation of the vehicle and the accessories fitted to it has been explained to YOU.

3.3 The items listed on the checklist is in good working order.

3.4 Transfers will be available at the following times:

Monday to Friday	09h00 / 15h30
Public Holidays & Weekends (By appointment only)	09h00 / 15h30
Additional Transfers – More than 2 per rental, outside of scheduled times, delays or alterations.	Will be charged extra.

3.5 We shall exchange the vehicle with an alternative vehicle, in the event that the vehicle cannot be repaired at the place of breakdown or closest repair facility / agent in the event of a mechanical breakdown.

3.6 WE may elect to supply an alternative vehicle should YOU, the Renter, choose to continue YOUR trip after YOU caused any damage or loss as a result of YOUR negligence, but WE are not obliged to do so.

3.7 WE shall determine the costs of any damages or repairs to the vehicle and its accessories upon the return of the vehicle, any quotation produced by US, the Lessor, shall be *prima facie evidence* of such expenditure.

3.8 In the event of a Total Loss of a vehicle, WE shall determine the replacement value including its accessories and this determination shall be at the sole and absolute discretion of US, the Lessor.

3.9 WE grant the use of this vehicle to YOU in terms of this agreement.

3.10 WE may terminate this agreement at any time by notice to YOU, whereupon YOU shall return the vehicle to US.

3.11 In addition to the aforementioned, WE shall be entitled to repossess the vehicle at the expiry and / or termination of this agreement (for whatever reason), wherever it may be located and from whomever may be in possession thereof.

3.12 Any costs to affect the repossession or recovering of the vehicle shall be for YOUR account.

3.13 WE shall determine the distance travelled (where applicable) from the vehicle's odometer or onboard vehicle satellite tracking device or, if this is not possible for any reason YOU shall be obliged to furnish such information as requested by US to determine the distance travelled.

3.14 We shall recover any additional costs related to YOUR use of the vehicle during the rental period, such as, but not limited to, traffic fines, tourism levies, cross border charges, delivery and collection fees, insurance rates, fuel, taxes, traffic fines. YOU shall be liable for these costs until such time as WE are paid in full by the issuer of YOUR credit card.

3.15 If WE agreed to and accepts payment from YOU by credit card or charge card, YOU, the Renter's signature on this agreement shall constitute authority for US, the Lessor to obtain authorization and / or payment.

3.16 YOU, the Renter's signature shall also constitute authority for the issuer of the card to debit YOU with the total amount due to US, the Lessor (including but not limited to any damages or loss suffered by the Lessor).

3.17 WE shall refund YOU for repairs, replacement tires, parts or camping equipment if WE authorised or granted permission, subject to YOU supplying US with a TAX Invoice made out to:

**Caprivi Car Hire CC**

**PO Box 20938**

**Windhoek**

**OR**

**Odyssey Car Hire CC**

**P O Box 20938**

**Windhoek,** depending which contract the Renter signed.

3.18 WE offer the following Insurance Options, please select your preference:

(A) **Standard insurance** –

An excess amount, depending on the type of vehicle, shall be reserved on the client's credit card. This Insurance option **excludes** rim damage, underbody damage, sandstorm damage, lights damage, water damage, burnt clutches, tire damage, windscreen or side window damage, any damage inflicted by animals, 3rd party damage, loss of life and personal property.

**NB!! Please note that no Camping equipment is Insured.**

(B) **Reduced Excess Waiver (REW)** –

**(Only available for rentals longer than 10 (ten) days)**

The client has the option to purchase (at an additional fee per day), a reduction of the excess amount waiver. This Insurance option **excludes** rim damage, underbody damage, sandstorm damage, lights damage, water damage, burnt clutches, tire damage, windscreen or side window damage, any damage inflicted by animals, 3rd party damage, loss of life and personal property.

**NB!! Please note that no Camping equipment is Insured.**

(C) **Super Excess Cover (SEC1)**  **OR** **Super Excess Cover (SEC2)**

**(Only available for rentals longer than 10 (ten) days.)**

An excess amount depending on the vehicle type shall be reserved on the client's credit card. The client has the option to purchase (at an additional fee per day), a reduction of the excess cover which is charged to the client's credit card. This Insurance option **excludes** rim damage, underbody damage, sandstorm damage, lights damage, water damage, side window damage, burnt clutches, loss of life and personal property.

This Insurance **includes** 3rd party damage, \*damage inflicted by animals, one windscreen only and (one) 1 completely damaged tire. For the 2nd, 3rd or more completely damaged tires, the replacement cost shall be calculated and charged to the client pro rata to the percentage of tread as measured and recorded of each tire on the day of commencement of rental.

**NB!! Please note that no Camping equipment is Insured.**

(D) **Premium** –

**(Only available for rentals longer than 15 (fifteen) days.)**

An excess amount depending on the vehicle type shall be reserved on the client's credit card. The client has the option to purchase (at an additional fee per day), a reduction of the excess cover which is charged to the client's credit card. This Insurance option **excludes** rim damage, underbody damage, sandstorm damage, lights damage, water damage, side window damage, burnt clutches, loss of life and personal property.

This Insurance **includes** 3rd party damage, \*damage inflicted by animals, one windscreen only and (one) 1 completely damaged tire. For the 2nd, 3rd or more completely damaged tires, the replacement cost shall be calculated and charged to the client pro rata to the percentage of tread as measured and recorded of each tire on the day of commencement of rental.

**\*Damage inflicted by animals; due course has to be taken when approaching or viewing animals. Prevent conflict with animals by ensuring firstly that you park at a safe distance from animals to allow an escape route in the event of charging animals. Secondly always keep any foodstuff (especially during the night) in well closed containers to prevent animals from picking up the scent.**

**NB!! Please note that no Camping equipment is Insured.**

3.19 WE ask YOU to note that in terms of the insurance contract YOU shall be required to:

3.19.1 Furnish US with an International Driver's License or a Certified Official Translation in English of your driver's license if your original license is not in English.

3.19.2 PAY the excess according to the insurance option chosen.

3.19.3 PAY the full amount of the damage to the vehicle or its accessories in the event where the damage is caused by YOUR or the ADDITIONAL DRIVER's negligence.

3.19.4 PAY two excesses if any accident occurs in the territories of Zimbabwe, Zambia, Malawi, Mozambique and Tanzania.

3.19.5 Report any accident to the closest Police Station and supply such accident report and accident number to US, the Lessor, within 24 hours of the accident.

## 4. ON THE DAY OF RETURN OF THE VEHICLE:

4.1 **The Rental Agent will only do a visual check on the interior and exterior of the vehicle.**

4.2 No underbody checks or mechanical checks will then be performed.

4.3 We shall release all excess amounts on hold after 3 working days only after the vehicle was declared being in order after a full cleaning inside and outside, a full mechanical inspection (which includes a test drive) an underbody inspection, vehicle body and paint inspection as well as a complete inspection of the camping equipment is done.

4.4 You will be charged a NS1000 polishing fee if the vehicle is returned badly scratched i.e., bush scratches.

4.5 You will be charged an additional NS200 in case a vehicle is returned with a heavily soiled interior and load box with camping equipment.

**Please take note that insurance conditions and excesses may be changed without prior notice.**

## 5. JOINT AND SEVERAL LIABILITY OF SIGNATORIES, THE RENTER AND / OR DRIVER

The renter and every person whose signature appears on the car rental contract shall be liable jointly and severally, the one paying the other to be absolved for payment of all amounts due to the company in terms or pursuant to this rental agreement.

## 6. INDEMNITY OF THE LESSOR BY THE RENTER

6.1 Under no circumstances shall the renter or the driver of the vehicle be deemed the agent or servant of the Lessor.

6.2 The Lessor accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstance.

6.3 Neither the Lessor nor any of its owners, directors, officers, employees, servants or agents 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 injury 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 renter of the vehicle, including but without limitations, 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 renter and / or third party and / or passenger.

6.4 The Lessor, its owners, directors, officers, employees, servants or agents ("it") are accordingly indemnified by the Renter or his estate against any claim of any nature whatsoever and howsoever arising for any damages or loss 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.

## 7. GENERAL

7.1 This agreement shall be construed and governed in all respects by the laws of the Republic of Namibia.

7.2 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.

7.3 The Renter authorizes the Lessor to insert after signature thereof by the Renter any particulars in the agreement that are not known or are unavailable at the time of signature.

7.4 The Renter shall solely be liable for all fines or penalties for parking, traffic, or other criminal offences arising out of or concerning the use of the vehicle during the rental period and the Renter accordingly indemnifies the Lessor against all such liability.

7.5 No agreement to vary any of the provisions of this agreement shall be binding unless it is recorded in writing and signed by or on behalf of the Renter and the Lessor.

7.6 The Renter agrees that the Lessor is entitled, but not obliged, 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 Renter consents to the jurisdiction of the Magistrate's Court.

7.7 The Renter shall not be entitled to cede any of his rights or assign any of his obligations under this agreement or to sublet or part with possession of the vehicle, its tools or equipment or any part of it.

7.8 If the Lessor institutes any legal proceedings against the Renter to enforce any of its rights under this agreement it shall be entitled to recover from the Renter all the legal costs it incurs to its own attorneys in accordance with the then usual charges and assessed as between attorney and own client.

7.9 If the Renter enters into this agreement on behalf of any principal, including any undisclosed principal, he shall be personally liable jointly and severally with his principal.

7.10 The Renter chooses *domicilium citandi et executandi* the local address indicated on the front page of this agreement.

7.11 The Lessor reserves the right to substitute vehicles reserved with similar vehicle should the vehicle reserved not be available at the time of hire.

7.12 The Renter acknowledges that the vehicle may be fitted with a vehicle management system, which is used to inter alia, record speed and positions as well as other data providing significant information on the use of the vehicle rented. The Lessor shall be entitled to use such information (including in court proceedings) as it deems fit.

Signed by ..... (Passport No: ..... ) the Renter

at ..... (Place) on ..... (Date)

who confirms having read and understood the terms and conditions hereof.

..... Renter's Signature ..... Renter's email address

..... CAPRIVI CAR HIRE CC / ODYSSEY CAR HIRE CC