

# RENTAL AGREEMENT - TERMS AND CONDITIONS

## 1. INTERPRETATION

- 1.1 In this agreement, except in a context indicating some other meaning is intended:
  - 1.1.1 The official Rates brochure means: the official brochure or rental rates and other general information issued by Autovermietung Savanna from time to time and which is current at the commencement of the rental period.
  - 1.1.2 "Savanna" means: Autovermietung Savanna
  - 1.1.3 The "rental period" means the period from the time the vehicle is delivered at the renter location until its return to Savanna by the renter
  - 1.1.4 The "Renter" means: the person named as the renter in the rental form
  - 1.1.5 The "renting location" means: the period from the time the vehicle is delivered at the renter location until its return to Savanna by the renter.
  - 1.1.6 The "territory" means: Namibia
  - 1.1.7 The "vehicle" means: the vehicle described on the rental form (including all tyres, tools, equipment, accessories and documents in and on the vehicle at the renting location) and includes any replacements for the vehicle which has been officially authorised by Savanna.
  - 1.1.8 Reference to the rental form shall be the rental form forming the first page of this agreement and shall form part here of.
  - 1.1.9 The singular shall include the plural and vice versa, the masculine gender shall include the feminine and vice versa and natural persons shall include legal and juristic persons and vice versa.
- 1.2 The headings appear for reference only and shall not influence the proper interpretation of this agreement.

## 2. Renting

Savanna rents to the renter who hires from Savanna the vehicle on the terms and conditions of this agreement.

## 3. Termination

Notwithstanding anything to the contrary elsewhere in this agreement Savanna may terminate the agreement at anytime by notice to the renter whereupon the renter shall forthwith return the vehicle to Savanna. The obligations of the renter and the rights of Savanna under this agreement shall continue in effect until the vehicle has been returned to Savanna and the renter has complied with all those obligations.

## 4. Delivery and Return

- 4.1 The renter shall take delivery of the vehicle at the renting location. The reasonable cost of repairing any extra damage which was not noted on our vehicle check form at the start of the agreement, whether you were at fault or not will be charged to the renter. The final check will only be done after Savanna has cleaned the vehicle and thereafter inspected the vehicle.
- 4.2 The renter shall at his own cost return the vehicle to Savanna at the agreed return date/time specified on the rental form or if this agreement is terminated at any time (for any reasons) before then, then immediately after such termination.
- 4.3 The vehicle shall be returned to Savanna in the same condition as received, fair wear and tear excepted, and at the agreed return location specified, or if no such location is specified, at the renting location.
- 4.4 Without derogating from any other term contained herein, Savanna shall be entitled at the expiry and/or termination of this agreement, for whatever reason, to retake possession of the vehicle wherever it may be located and from whomsoever is in possession thereof.

## 5. Rental Charges

- 5.1 The rental charge payable by the renter for the use of the vehicle shall be rental calculated for the whole of the rental period at the rates and on the basis specified and agreed with the renter as well as all other charges for the services or benefits opted for or utilised by the renter, including but not limited to the charges for one way fee, delivery fee, collection fee and refuelling where the vehicle is returned with less fuel than when rented, each of which shall be subject to 5.3 and all taxes levied on amounts payable by the renter.
- 5.2 In determining the rental charges the distance travelled by the vehicle (where required) shall be determined from the vehicle's odometer or if this is not possible for any reason by Savanna on any other fair and reasonable basis and the renter shall be obliged to furnish all such information and assistance as Savanna may reasonably require for that purpose.
- 5.3 If the renter receives any service or benefit contemplated in this agreement but for which no basis for charging is specified, then the renter shall pay a charge determined on the basis (if any) specified in the official rates brochure or if no such basis is specified on Savanna's usual basis then applied to it.
- 5.4 The renter shall also be liable for all fines, penalties and the like (including all legal costs incurred by Savanna to its attorneys in accordance with their usual charges at the time for parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the rental period and the renter accordingly indemnifies Savanna against all such liability.
- 5.5 All charges payable by the renter shall be payable in cash or credit card.
- 5.6 If Savanna has agreed to accept payment from the renter by credit card the renter's signature of this agreement shall constitute authority for the issuer of the card to debit him with the amount due.
- 5.7 All rates include maintenance and oil, but do not include fuel.

## 6. Use of the vehicle

- 6.1 The vehicle may not be used for the conveyance whether of passengers or goods for a reward, to proper or tow any other vehicle including any caravan or trailer, to transport goods in violation of the customs laws or in any other illegal manner, in any motor sport below the high tide watermark at the coast or in any pools or wet salt pans, through rivers or along riverbeds, in sandstorms, beyond the borders of Namibia (unless authorised in writing by Savanna) or in any area in Namibia where there is or may be a risk of civil unrest, political disturbance or riot, or any activity associated with any of the foregoing, in twilight, after sunset or sunrise, except with the express written consent of Savanna.
- 6.2 The renter shall make adequate provision for the safety of the vehicle in particular he shall keep the vehicle properly locked and secured and immobilised and the burglar alarm (if any) and gear lock activated/engaged when the vehicle is not in use.

## 7. The Driver

- 7.1 The vehicle may not be driven by anyone other than the renter himself or any other person indicated as a driver on the rental form.
- 7.2 The renter warrants that in any event the vehicle will not be driven by any other person whose blood alcohol concentration exceeds the limited permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or of an narcotic drug and that every driver of the vehicle during the rental period will have a valid licence to drive the vehicle, will comply with all applicable laws and will comply in all respects with the provisions of this agreement.
- 7.3 If the vehicle is driven by anyone other than the renter, then without derogation from any rights or remedies which Savanna may have, the renter shall remain liable for all his obligations in terms of this agreement and particular he shall be liable to Savanna as if he has been the driver and where the vehicle is not driven by a person referred to in 7.1 the renter shall not be entitled to exercise any of the rights to which may otherwise have been to exercise in terms of this agreement.

## 8. Accident Insurance

- 8.1 The vehicle shall be at the sole risk of the renter throughout the rental period.
- 8.2 The renter shall be liable for any loss of, or damage to, the vehicle and any other expenses incurred in recovering the vehicle during the rental period howsoever the loss or damage is caused and whether or not it is attributed to his fault or negligence, provided that none of the situations or circumstances set out in 8.3 is applicable, the renters liability in respect of each incident giving rise to such loss or damage as the case may be - shall be limited to the excess mentioned in the rental form.
- 8.3 The renter's liability shall not be limited if:
  - 8.3.1 the loss or damage or the event giving rise thereto was caused by the fault or negligence of the renter or the driver (whether authorised or not) of the vehicle, or
  - 8.3.2 the loss or damage or the event giving rise thereto occurred in a situation where no other vehicle or animal was involved. (Single accident);
  - 8.3.3 or at the time of the occurrence of the loss or damage or the event giving rise thereto
- 8.3.3.1 The vehicle was being driven on a road which was not suitable or generally whose condition was otherwise not suitable for the vehicle; or

- 8.3.3.2 The vehicle was being used for a purpose prohibited in terms of 6.1 or was being driven contrary to any other provision of 6.1 or
- 8.3.3.3 The vehicle was being driven by a person not authorised to do so in terms of 7.1 or 7.2; or
- 8.3.3.4 In the case of theft or loss from damage to the vehicle, the renter was in breach of 6.2; or
- 8.3.3.5 Without derogating from any of the foregoing, the renter was in a material breach, or was committing a material breach, of this agreement; or
- 8.3.3.6 After the occurrence of the loss or damage or the event giving rise thereto the renter breaches any of the provision of 9.

- 8.4 According where 8.3 is applicable the renter shall pay to Autovermietung Savanna cc the excess fee of N\$ 140 000-00 and the recovery cost. The renter shall pay Autovermietung Savanna cc for the repairs to the vehicle or if the vehicle or any part of it has been stolen or damaged beyond economic repair the fair market value thereof before the damage occurred.
- 8.5 Single Vehicle Accidents: Not covered by any insurance. Bumping a tree/pole while reversing the car, accidents without a collision involving a moving object (animal, person or vehicle) are single vehicle accidents and the client will be held liable for N\$ 140 000, plus all recovery costs. Losing control over the vehicle and rolling the vehicle is not covered by any insurance except Option 4 unless negligence (speeding etc) was involved.
- 8.5.1 Option 4 : This insurance cover (details as mentioned below) will only apply if no negligence was involved. Included in the Option 4 is collision with a moving object (animal, person or vehicle), rolling the vehicle, undercarriage damage, sandblast/storm damage, one windscreen, side windows and two completely damaged tyres.
- 8.5.2 The Tyre and Windscreen Insurance includes two completely damaged tyres and one Windscreen only.
- 8.6 Clutch and under body damages are not covered by any insurance and will be the Renters account (including recovery cost and any cost occurring).

## 9. Responsibility after loss of damage to the vehicle

- 9.1 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 renter shall take every reasonable precaution to safeguard the interest of Savanna, including by without being limited to the following, where appropriate:
  - 9.1.1 he shall obtain the name and address of everyone involved and of possible witnesses;
  - 9.1.2 he shall not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential liability nor settle any claim or potential claim against or by any third party;
  - 9.1.3 he shall notify the police and Savanna as soon as possible in any event within twenty four hours of the occurrence in question;
  - 9.1.4 within forty eight hours of the occurrence in question he shall complete and furnish to Savanna a standard claim form which he shall be responsible of obtaining from Savanna
  - 9.1.5 within forty-eight hours of any accident to or theft or loss of or from the vehicle he shall submit a copy of his driver's licence to Savanna;
  - 9.1.6 he shall make adequate provisions for the safety and security of the vehicle;
  - 9.1.7 he shall co-operate with Savanna in the investigation, the making and/or defence of any claim action relating to the incident (including the making of an affidavit if he is requested to do so).
- 9.2 If the renter is not the driver then without in any way derogating from the renters obligations in terms of this clause 9, the renter shall procure that the driver complies with the provision of 9.1 and the renter warrants that the driver will do so.
- 9.3 The renter shall furnish to Savanna (and if the renter is not the driver the renter shall procure that the driver furnishes to Savanna) and notice of any claim, demand, summons or the like which the renter or the driver will may receive in connection with the vehicle.
- 9.4 The renter warrants that the information compiled in Savanna's claim form as referred in 9.1.5 will be complete, true and correct in every respect.

## 10. Exemption

Savanna 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 indirect damages, consequential loss of profits or special damages of any kind for any breach of this agreement, or arising out any cause whatsoever, irrespective whether or not the loss resulted from the negligence of Savanna its agents or employees. Savanna accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstance.

## 11. General

- 11.1 This agreement shall be governed in all aspects by the laws of Namibia.
- 11.2 No agreement in variance with the provisions of this agreement shall be binding unless recorded in writing and signed by on behalf of the renter and by or on behalf of Savanna.
- 11.3 The renter agrees that Savanna is entitled, but not obliged, in it's discretion, to institute any action or proceedings for enforcing any of its right under this agreement in the Magistrate's Court, notwithstanding the amount in dispute, and the renter consents to the jurisdiction of the Magistrates Court.
- 11.4 The renter shall be entitled to cede any of his rights under this agreement to sublet or part with possession of the vehicle, its tools or equipment or any part of it.
- 11.5 If Savanna institutes any legal proceedings against the renter to enforce any of its rights under this agreement he shall be entitled to recover from the renter all the legal costs it incurs to its own attorneys in accordance with their then usual charges and assessed as between attorneys and own client
- 11.6 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.
- 11.7 The renter chooses the address specified in the rental form as his domicilium citandi et executandi and any notice posted to him there be deemed to be received three days later it is posted unless he proves the contrary.
- 11.8 Savanna reserves the right to substitute vehicles reserved with a similar vehicle should the vehicle reserved not be available at the time of hire.
- 11.9 The renter is not allowed to do any alteration whatsoever on the rental vehicle without the permission of Autovermietung Savanna, should the renter however fail to comply with this, any damages whatsoever will be on the renters account.
- 11.10 Any other documents signed by the client/renter are legally part and binding to this rental contract (Info sheet/ check sheet etc).

## 12. Exchange of Vehicle

- 12.1 Savanna will only exchange a vehicle due to mechanical damages that cannot be repaired locally within 24 hours.
- 12.2 In case of damages caused to the vehicle by the renter or drivers due to negligence/over speeding/single accident etc, the renter will be liable for the following:
  - 12.2.1 Excess fee of N\$ 140 000-00
  - 12.2.2 Recovery costs of the rented vehicle and transportation costs of the Exchange Vehicle.
  - 12.2.2 New Excess (not reducable)
  - 12.2.3 New Rent / new contract (the rental amount of the former agreement will not be refunded)

## 13. Speed limits

The Speed restrictions are as follows:

- 13.1 60 km/hr on gravel roads for all vehicles that are NOT 4x4
- 13.2 80 km/hr on gravel roads for all 4x4 vehicles
- 13.3 120 km/hr on general tar roads
- 13.4 60 km/hr in Town or Cities

## 14. Vehicle return

- 14.1 The renter agrees to return the Vehicle on the day and the exact time as on the front page of the Rental contract.
- 14.2 Should the renter not comply to the agreed time as on the front page of the rental Contract, Savanna will charge late return fees, further will the renter not be able to make use of the scheduled Airport transfer, and therefore has to pay for his own Airport shuttle.