

except in the following circumstances:

1. Overturning of the car.
2. Over speeding.
3. Reversing and connecting with stationary obstacles.
4. Water,sand and mud damage.
5. Accidents where there is no animal or other car involved.
6. Damage sustained because of towing or transport of vehicle.

In the above circumstances,the renter shall be liable for the full amount of the damage sustained.

DON'T engage 4x4 while driving,don't exceed 45km/h in 4x4.

ALL vehicles are equipped with a satellite tracking device.

WASH: Please ensure that vehicle is returned washed, so as to be able to identify any scratches or dents possibly made during the rental.

Cancellation Fees:

60 - 31 days before rental date 25%

30 - 21 days before rental date 40%

20 - 11 days before rental date 60%

10 - 0 days before rental date 100%

ALL 10% DEPOSITS TO CONFIRM BOOKINGS ARE NON-REFUNDABLE!!

NO DRIVING : After sunset,or before sunrise.To Sandwich Harbour, Van Zyl's Pass,through deep water (300mm),saltwater,beaches,along river beds,dunes,not registered roads or sandstorms.**DON'T** exceed 70km/h on gravel roads.

NO SMOKING IN VEHICLES - N\$ 2 000 PENALTY

I,renter,agree that rooftop tents,if mounted,are my own sole risk.This also applies if an additional driver is driving.

Chipped tyres,sidewall inflates,cosmetic cuts on paint and deep scratches are not accepted.

Report every incident: tyre puncture,stuck in water or mud,driven through potholes and sandstorm damages,etc **NOT REPORTED DAMAGES:**

ALL costs arising plus N\$1 500 penalty.

NOTE: Recoveries in and from neighboring countries and remote areas are not covered.Keep all fuel slips with registration number of vehicle and signature.Transport and replacement of tyres and damaged camping equipment is not covered.

The LESSOR takes no responsibility for any incident,damages or loss occuring in remote areas where there is no communication facilities.

Extra charge for : Extremely dirty vehicles and camping equipment.Transport of vehicle out of remote areas.

Although the **RENTER** has got insurance cover form **ZAMBEZI CAR RENTAL** with a certain amount of excess as pointed out above in the contract in paragraph 8 of standard terms and conditions,**RENTER** is still liable for full damage to the **ZAMBEZI CAR RENTAL** vehicle if caused by negligence,over speeding,not adapted to road conditions or driving in riverbeds and through water or driving on any terrain or roads which have no road numbers.In case of an accident ,no refund and this contract expires.

BORDER CROSSING AUTHORIZATION FOR:
BOTSWANA , SOUTH - AFRICA , ZAMBIA , ZIMBABWE

Signature

I confirm that the above Credit Card is mine and it was present at the time of signing this contract.I understand and accept by signing full responsibility for the costs of all damages incurred for which I am liable as stipulated in the Standard Terms and Conditions of this contract.I further agree that if payment is to be made by Credit Card,my signature below shall constitute authority to debit my Credit Card nominated for the total amount,due including my full liability for the damages incurred (plus an additional 10% of the estimate damages) should the actual billed damages exceed the estimated damages.

Undersigned (herein described as ('the RENTER') AGREE TO RENT FROM Zambezi Car Rental ('the LESSOR') the motor vehicle described (hereinafter called ('the VEHICLE')) which expression shall include tyres,accessories and all other items with which it is equipped for the period out hereon.**I have read the Terms and Conditions above and below of this contract and on the brochure. I agree that the said terms,conditions and particulars set out on this contract shall constitute a binding agreement between myself and the owner.**

Date:

Signature (**THE RENTER**):

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 Zambezi car rental from time to time and which is current at the commencement of the rental period.
- 1.1.2 "Zambezi car rental" means: ...trading as Zambezi car rental.
- 1.1.3 The "rental period" means the period from the time the vehicle is delivered at the renter location until its return to Zambezi car rental 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 location from which the renter rents the vehicle.
- 1.1.6 The "territory" means: Namibia
- 1.1.7 The "vehicle" means: the vehicle described on the rental form A (including all tyre, 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 Zambezi car rental
- 1.1.8 Reference to the rental form shall be the rental form forming the first pages of this agreement and shall form part hereof.
- 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

Zambezi car rental rented to the renter who hires from Zambezi car rental the vehicle on the terms and conditions of this agreement.

(3) TERMINATION

Notwithstanding anything to the contrary elsewhere in this agreement Zambezi car rental may terminate the agreement at any time by notice to the renter whereupon the renter shall forthwith return the vehicle to Zambezi car rental. The obligations of the renter and the rights of Zambezi car rental under this agreement shall continue in effect until the vehicle has been returned to Zambezi car rental 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 parties shall inspect the vehicle together and unless the renter has made any indication in writing on the rental form of any patent shortcoming, the vehicle shall be deemed to have been delivered in good order and repair and without any damage to the paintwork, upholstery and fittings unless the renter proves otherwise.
- 4.2 The renter shall at his own cost return the vehicle to Zambezi car rental 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 Zambezi car rental in the same condition as received, fair wear and tear accepted, and at the agreed return location specified, or if not such location is specified, at either the renting location or another Zambezi car rental location in the same city or town as the renting location.
- 4.4 Without derogating from any other term contained herein, Zambezi car rental 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 whomever is in possession thereof.

(5) RENTAL CHARGES

- 5.1 The rental charge payable by the renter for the use of the vehicle shall be the rental calculated for the whole of 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, additional medical insurance and refuelling where vehicle is returned with less fuel than when rented, each of which shall be subject to 5.3 and all taxed levied on any 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 Zambezi car rental on any other fair and reasonable basis and the renter shall be obliged to finish all such information and assistance as Zambezi car rental may reasonably require for that purpose. If the renter received any service or benefit contemplated in this agreement 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 brochures or if no such basis is specified on Zambezi car rental'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 Zambezi car rental 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 Zambezi car rental against all such liability.
- 5.5 All charges payable by the renter shall be payable in cash on presentation of an account.
- 5.6 If Zambezi car rental 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 all, but do not include fuel and tyres.

(6) USE OF THE VEHICLE

- 6.1 The vehicle may not be used for the conveyance whether of passengers or goods for 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 hightide 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 by Zambezi car rental in writing) or in any area in Namibia where there is or may be a risk of civil unrest, political disturbances or riot or any activity associated with any of the foregoing, in twilight, after sunset or before sunrise, except with the express written consent of Zambezi car rental
- 6.2 The renter shall make adequate provision for the safety of the vehicle and in particular he shall keep the vehicle properly locked and secured and immobilised and the burglar system (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 limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or of a narcotic drug and that every driver of the vehicle during the rental period will have a valid licence to drive the vehicle, and will comply with all applicable laws and will comply with the provisions of this agreement.
- 7.3 If the vehicle is driven by anyone other than the renter, the without derogations from any

rights or remedies which Zambezi car rental may have, the renter shall remain liable for all his obligations in terms of this agreement and particular he shall be liable to Zambezi car rental as if he had been the driver and where the vehicle is not driven by a person referred to 7.1 the renter shall not be entitled to exercise any of the rights to which the driver may otherwise have been entitled to exercise in terms of this contract.

(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 or object was involved and that such situations shall specifically include but not limited to circumstances as set out in relation to "excess" in this agreement, damage caused as a result of the driver of the vehicle not adapting his/her speed to road conditions and damage occurring as a result of the negligence of the driver: or
- 8.3.3 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 conditions were generally 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 of or 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 provisions of 9.
- 8.4 Accordingly where 8.3 is applicable the renter shall pay to Zambezi car rental the cost of 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.

(9) RESONSIBILITY AFTER LOSS OF OR DAMAGE TO 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 Zambezi car rental, including but 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 claim against or by any third party;
- 9.1.3 he shall notify the police and Zambezi car rental as soon as possible and in any event within twenty-four hours of the occurrences in question;
- 9.1.4 within forty-eight hours of the occurrence in question he shall complete and furnish Zambezi car rental the standard claim form which he shall be responsible of obtaining from Zambezi car rental;
- 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 Zambezi car rental;
- 9.1.6 he shall make adequate provision for the safety and security of the vehicle;
- 9.1.7 he shall co-operate with Zambezi car rental in the investigation, the making and/or /or defence or any claim action relation to the incident (including the making of any 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 renter's obligations in terms of this clause 9, the renter warrants that the driver will do so.
- 9.3 The renter shall furnish to Zambezi car rental (and if the renter is not the driver the renter shall procure that the driver furnishes to Zambezi car rental) any notice of any claim, demand, summons or the like which the renter or the driver may receive regarding the vehicle.
- 9.4 The renter warrants that the information compiled in Zambezi car rental's claim form as referred to in 9.1.5 will be complete, true and correct in every respect.

(10) EXEMPTION

Zambezi car rental 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 of, 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 of any cause whatsoever, irrespective whether or not the loss resulted from the negligence of Zambezi car rental, it's agents or employees. Zambezi car rental accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstances.

(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 or on behalf of the renter and by or on behalf of Zambezi car rental.
- 11.3 The renter agrees that Zambezi car rental 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 Magistrates Court, notwithstanding the amount in dispute, and the renter hereby consents to the jurisdiction of the Magistrates Court.
- 11.4 The renter shall not be entitled in cede any of his rights under this agreement to sublet or part with possessions of the vehicle, its tools or equipment or any part of it.
- 11.5 If Zambezi car rental 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 attorney and client.
- 11.6 If the renter enters into this agreement on behalf of any principle including any undisclosed principle, 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 after it is posted unless he prove the contrary.
- 11.8 Zambezi car rental reserves the right to substitute vehicles reserved with a similar vehicle should the reserved vehicle not be available at the time of hire.