

SAFARI CAR RENTAL CLOSE CORPORATION, CC/2014/08149 — TERMS AND CONDITIONS

1. THE NATURE OF THIS AGREEMENT

- 1.1 These are the terms and conditions referred to in the Rental Agreement (herein referred to as “The Agreement”) between the renter who undersigns the rental agreement (herein referred to as “The Renter”) and Safari Car Rental Close Corporation, CC/2014/08149 (herein referred to as “SCR”). “The Renter” includes, jointly and severally, any person (being any natural person, company, close corporation, trust, partnership, joint venture (be it a contractual or incorporated joint venture), association, unincorporated association, Governmental Body, or other entity whether or not having separate legal personality), who undersigns the Agreement. “Parties” refers to both The Renter and SCR or either one of them as the context may require. The Renter hereby warrants that all the details provided on the Rental Agreement are true and correct.
- 1.2 The rights and obligations contained in the Agreement govern The Renter’s use of the rented motor vehicle (herein referred to as “the vehicle”) and are not transferable by The Renter to another person by way of cession, assignment, pledge or otherwise. The Renter acknowledges that the vehicle is owned by SCR, alternatively SCR is the bona fide possessor of the vehicle and that any attempted transfer or sub-rent of the vehicle by anyone other than SCR is void and not allowed. SCR permits The Renter to use the vehicle on the terms and conditions of this Rental Agreement only.

2. WHO MAY OPERATE THE VEHICLE

- 2.1 The vehicle must only be driven by The Renter or any other person who has been authorized by SCR at the commencement of the rental and whose details are noted on the Agreement as an authorized driver. The Renter agrees not to allow anyone to drive the vehicle, including the Renter him/herself or the Renter’s duly authorized agent, contractor, sub-contractor, employee, official, office bearer or trustee:
- 2.1.1 who does not fulfill the minimum SCR requirements regarding age and possession of a valid driving license as stated in 3.1.1 and 3.1.2, as well as any other minimum requirements which may be in effect at the time and place of rental that may be notified to The Renter at or prior to commencement of the Agreement; and/or
- 2.1.2 who is over-tired or under the influence of alcohol, drugs, medication and/or any other legal or illegal substance impairing their consciousness and/or ability to react and/or contrary to any applicable laws of the Republic of Namibia and/or to operate the vehicle in accordance with the generally acceptable manner in which a vehicle has to be operated by the person in control of the vehicle.

3. USE OF THE VEHICLE

- 3.1 The Renter warrants and accepts sole responsibility for ensuring that the driver/s (including additional driver/s) specified in the Agreement:
- 3.1.1 is a minimum of 25 years of age (exceptions require a written consent of SCR);
- 3.1.2 holds a valid driver’s license recognized under the applicable laws of the Republic of Namibia for the vehicle that is being rented;
- 3.1.3 shall not use the vehicle commercially and/or for any illegal activity;
- 3.1.4 shall not use the vehicle for towing other vehicles and/or compete in a competition with the vehicle;
- 3.1.5 shall stop driving and notify SCR immediately on the phone number provided in the Agreement should any warning light illuminate or when the Renter believes the vehicle requires mechanical or electrical attention or experiences any problems in regards to the vehicle;
- 3.1.6 shall not transport hitchhikers or any persons unknown to the Renter
- 3.1.7 shall not drive the vehicle below high-tide watermarks or through water pools or rivers;
- 3.1.8 shall operate and maintain the vehicle in a responsible and proper manner and within the capabilities of the vehicle;
- 3.1.9 shall operate the vehicle on suitable roads only; and/or
- 3.1.10 shall return the vehicle in the same condition as it was received;
- 3.1.11 The Renter shall use the correct fuel and oils, check the oil, water and other fluids regularly in respect to the vehicle and contact SCR immediately if any damage is detected on any part of the vehicle;
- 3.2 SCR will deliver the vehicle to the Renter with a full tank of fuel and the Renter shall return the vehicle with a full tank of fuel at the end of the rental period. SCR reserves the right to charge the Renter for any fuel necessary to fill up the tank should the vehicle not be returned to SCR with a full tank of fuel.
- 3.3 The Renter shall not take the vehicle outside the Republic of Namibia without prior written permission from SCR in the form of a Cross Border Permit, issued by SCR.
- 3.4 The vehicle must be returned to the agreed SCR location on the agreed date and time. If SCR has agreed that the Renter may return the vehicle to a location other than a SCR rental location, or if SCR has agreed to collect the vehicle, the Renter shall remain responsible for any loss, theft or damage to the vehicle until it is collected by SCR or its appointed agent.
- 3.5 If the vehicle is not returned on the agreed date and time the Renter shall automatically become liable for payment of the applicable rental rate as specified in the Agreement, inclusive of any charges for any options or extras taken associated with the rental of the Agreement, for every day or part of a day the vehicle is overdue plus a 20% late return surcharge on those amounts payable under this clause 3.5 resultant from the late return of the vehicle.
- 3.6 The Renter shall be liable for all penalties, fines and offences relating to the vehicle incurred and/or imposed and/or levied during time period for which the vehicle is and/or was under the control of the Renter.
- 3.7 SCR reserves the right, upon return of the vehicle, to decide in its sole discretion and absolute discretion if any repairs or special services (e.g. valet cleaning, polishing and/or mechanical repairs etc.) are necessary to the vehicle. The Renter shall be liable for the costs resulting from such repairs and/or special services and shall be payable upon demand to SCR.
- 3.8 The Renter shall be liable for all direct, indirect and consequential damages and costs if the vehicle monitoring system is manipulated or tampered with. In such case all the Renter’s rights to insurances and/or waivers shall be void.
- 3.9 The Renter shall not sublet or hire the vehicle to any other person (being any natural person, company, close corporation, trust, partnership, joint venture (be it a contractual or incorporated joint venture), association, unincorporated association, Governmental Body, or other entity whether or not having separate legal personality).
- 3.10 The Renter shall, when receiving the vehicle and before taking it on a public road, inspect the vehicle and satisfy him/herself that it is in good working condition, and that the wheel lug nuts are torqued to the appropriate specifications.
- 3.11 The Renter shall ensure that all reasonable care is taken when driving and parking the vehicle, and that the vehicle is locked and secure at all times and that any security systems installed in the vehicle is activated when it is not in use and the vehicle keys kept under the Renter’s personal control.
- 3.12 The rental period shall not be interrupted in case the rented vehicle becomes unusable as result of an accident, damage/s, or theft during the rental period and the Renter shall remain liable for payment of the full amount in respect of the terms and conditions of this Agreement.
- 3.13 If the Renter returns the rental vehicle in an excessively dirty condition, the Renter explicitly agrees to grant SCR 72 hours time to clean the vehicle and inspect the vehicle on possible damages that were hidden by excessive dirt. SCR shall mark this condition on the Return Checklist and supply the Renter with a copy thereof.

4. RATES AND CHARGES

4.1 The Renter shall pay on demand the rental rates as agreed and any applicable additional charges such as, inter alia, one-way delivery fees, fuel, reduced excess fees, accident claim and traffic fine handling fees, additional driver fees, contract fee, repairs, valet cleaning, which shall not be regarded as an exhaustive list.

5. REPAIRS AND ACCIDENTS

5.1 If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of the cause or howsoever arising, the Renter shall immediately notify SCR of the full circumstances by telephone. The Renter shall not arrange or undertake any repairs or salvage without SCR's prior consent. This includes, but is not limited to, purchasing a replacement of a tyre(s).

5.2 In case of a collision or accident the Renter shall be responsible for obtaining and providing the details of the parties involved and any witnesses to the collision or accident and shall immediately notify SCR and obtain a case reference number from the Namibian Police Services and provide the latter information to SCR within 24 hours of the accident.

6. COLLISION DAMAGE WAIVER – THEFT LOSS WAIVER

6.1 The Renter shall be responsible for payment of the applicable excess as set out in the Agreement in case of a collision/accident/damage or theft of the vehicle. The Renter can reduce the applicable excess amounts by making use of the Reduced Excess Options as offered by SCR.

6.2 In case of theft of the vehicle the Renter shall hand over the original vehicle keys (if same is still in the possession of the Renter) to SCR within 24 hours of the vehicle being stolen and produce a police report obtained from a Namibian Police Station who has jurisdiction over the area where the vehicle was stolen. In the event of a hijacking the Renter shall also produce a medical proof of hijacking trauma. Failing to do so shall result in the Renter being liable for all related costs and charges as determined by SCR in respect of replacing the vehicle.

6.3 Regardless of whether any form of Excess Option has been taken, the Renter shall regardless of fault, whether same is in the form of intention, negligence or omission be liable for any damage/s to or loss of the vehicle and recovery cost in the following circumstances:

6.3.1 at any time when the driver of the vehicle is under the influence of alcohol or any drug;

6.3.2 at any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the vehicle. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage;

6.3.3 at any time when the driver commits a traffic offence while driving the vehicle, or if such damage/s or loss is as a result of negligence in complying with the SCR speed regulations as stipulated in the Agreement;

6.3.4 at any time when the vehicle is driven by anyone not named or described in the Agreement as a person permitted to drive the vehicle;

6.3.5 at any time damage/s to or loss of the vehicle occurs through the driver's own action/s, i.e. when no other party or entity is actively involved (including but not limited to a "single car accident"). Certain exclusions exist under Reduced Excess II.

6.3.6 at any time when the vehicle is driven on unsuitable roads or is operated beyond the terms of the Agreement.

6.3.7 at any time when the vehicle is driven onto Van Zyl's Pass (in Kaokoland) or used for driving on dunes.

6.4 In case any of the circumstances as described in clause 6.3 and clause 3.12 is applicable the Renter irrevocably consents to SCR debiting from the Renter's credit card or debit card the amount of money equal to the amount of damages suffered by SCR as assessed by the official dealer of the particular make of vehicle involved or the assessment of any independent assessing services or loss adjuster. SCR will provide the Renter with proof of the assessed damage.

6.5 The Renter indemnifies SCR against any claims for loss, damages (direct or consequential) and costs (including attorney and own client costs) that may be incurred as a result of or arising out of a breach of the Agreement and/or an act or omission and/or negligence by the Renter or any person that the Renter allows to access and/or operate the vehicle.

6.6 SCR shall not be liable for: any damage arising out of any defect in or mechanical failure of the vehicle, including but not limited to any loss or damage to any person or property transported or left in the vehicle; for any damages, consequential loss, loss of profits or special damages of any kind of any breach of this Agreement, or arising out of any cause whatsoever, including but not limited to loss resulting from the negligence of SCR, its agents, members or employees. SCR accepts no liability for delays in consequence of break down of the vehicle or any other circumstances.

6.7 The vehicle is insured in terms of the provisions of the Motor Vehicle Accident's Fund, Act 10 of 2007 as amended, for any loss or damage that a person suffered as a result of any bodily injury and/or death and subject to compliance with the provisions of the Act.

6.8 Regardless of whether any form of Excess Option has been taken, the Renter shall be liable for recovery costs of the vehicle and also be liable for the full payment of the rental period as agreed in the Rental Agreement.

6.9 In case of damages to the vehicle the Renter accepts the assessment of any official dealer of that make of the vehicle and/or the assessment of any independent assessing services/loss adjuster.

6.10 SCR shall not be obliged to make any claim which SCR may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the vehicle.

7. TRAFFIC OFFENCES

7.1 All penalties related to traffic and/or parking offences are the responsibility of the Renter and SCR may charge the Renter's credit card for any traffic and/or parking offence infringement fees incurred by the Renter and use such funds to settle any fines or offences resultant from the Renter's contravention of the applicable laws, inclusive of by-laws. SCR undertakes, in the event that SCR receives notice of any traffic or parking offenses incurred by the Renter, to send a copy of any such notice to the Renter as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the Renter.

8. CANCELLATION OF RENTAL AGREEMENT

8.1 SCR has the right to terminate the Rental Agreement and take immediate possession of the vehicle, without any prior notice given to the Renter if the Renter fails to comply with any of the terms of the Agreement, or if the Renter has furnished any incorrect information in the Agreement, or if the vehicle is damaged by the Renter.

9. CONDITIONS OF HIRE

9.1 SCR reserves the right to, at its sole and absolute discretion, replace the vehicle/s with a similar vehicle in the event the original vehicle becomes immobilized. The Renter shall be liable for fuel usage and stamp duty and for all extras requested by international or local authorities.

9.2 SCR Speed Regulations:
- **Within City Limits: maximum 60km/hour**
- **On ALL Gravel Roads: maximum 80km/hour**
- **On Highways: maximum 120km/hour**

The Renter hereby confirms he/she has received a copy of these Terms & Conditions and that he/she has read same and regards same as binding on him/her.

I, the undersigned, being the Renter, including for and on behalf of any passenger and or occupant and or any other entity from whatsoever source and nature of definition, being the Renter of the vehicle, so more fully described in the Agreement, do hereby exonerate and declare blameless and hereby irrevocably indemnify

and release SCR, together with all the members of SCR, the agents, representatives or any other entity connected directly or indirectly or in any other manner whatsoever connected, to SCR, so mentioned herein and together all persons and/or entities connected to SCR directly or indirectly, from any damages by whatsoever definition and or injury and or physical disability sustained by virtue of driving the aforementioned vehicle and or such damages sustained and or death and or physical disability from being a passenger and or otherwise and or driver of the stated vehicle. I further declare and hereby indemnify and release SCR and its members, agents and or its representatives from any traffic violations during the currency of this Agreement. I hereby further release and forever discharge for myself, my heirs and my executors, administrators and assigns SCR and all of SCR's members and or agents and or representatives from any claim, demands, damages and or actions and or suits at law of whatsoever kind and nature, for or because of any matter or thing done and or not done, committed or suffered to be done and or not done and arising from the use of the said vehicle and its attached and accompanying camping equipment by whomsoever. I understand that no stickers/decals may be removed off the hired vehicle. Upon termination of the Agreement, SCR and the Renter will conduct an additional inspection of the vehicle, which can take up to 2 hours. SCR, at the expense of the Renter, will repair any damage to the vehicle that was not recorded during the initial inspection of the vehicle. It is specifically agreed that the Renter shall not make any repairs to the vehicle, whatsoever, without obtaining the prior permission of SCR. I further declare I have not been induced to sign this discharge by any representative whatsoever made to me by SCR and that I have further read and understood the entire contents hereof notwithstanding in which language this indemnity and release is reduced to in writing and I further shall not be entitled to cancel this indemnity and release during the currency of the Agreement for any reason whatsoever. I understand that failure to comply with the above mentioned will constitute a breach of Agreement resulting in my deposit being forfeited. No exceptions will be made.

Date: _____ PRINT Name: _____ Signature: _____

Safari Car Rental Phone Numbers

Office and After Hours +264 (0) 81 126 46 08

+ 264 (0) 81 126 46 10