



# Terms and Conditions

## 2022/2023

**Notwithstanding terms and conditions contained in the Avis Rental Agreement**

**STANDARD RENTAL RATES INCLUDE:**

1. Unlimited kilometres
2. Standard waiver cover
3. Full gas bottles
4. Roadside assistance
5. Airport transfers to a maximum radius of 50km from the Windhoek branch, Namibia.
6. Johannesburg/Cape Town transfers between branch/depot within a 10km radius
7. Relevant information
8. All applicable taxes – excludes Tourism, bed levies etc.
9. Introduction to the vehicle and equipment

**OPTIONAL ADDITIONAL SERVICES possibly via 3<sup>rd</sup> party service provider:**

1. Shopping service prior to arrival
2. Route planning and booking assistance
3. Guided Tours
4. Additional Waiver options (see below or rate chart)

## 2.

### **MINIMUM RENTAL DURATION AND COSTINGS:**

1. Minimum rental period is 7 days at any of the collection points listed below. Combining vehicle numbers can reduce the minimum rental period to 3 in South Africa.
2. Where camp equipment is included the day of pick up and drop off are counted as full days irrespective of the time collected or returned.
3. No refunds are applicable for early returns unless arranged in advance and agreed by **Avis Safari Rental**.
4. Late or delayed arrivals – should **Avis Safari Rental** incur additional costs whilst collecting or delivering vehicles at out stations due to **Hirer** late arrival, they will be for the **Hirer** account.

### **BOOKING DEPOSITS AND PAYMENT TERMS FOR CASH PAYMENTS**

1. A 20% booking deposit is required to confirm a rental, the balance of the full rental is payable 2 weeks prior to or at vehicle collection/handover by arrangement

### **OFFICE HOURS:**

1. 08H00 TO 16H30 Monday to Friday.
2. Deliveries and collections are included from Monday to Friday during normal office hours, after hours, on Saturdays and Sundays or public holidays there will be a delivery fee of R550.00 per vehicle/airport transfer at Avis Safari discretion – the **Hirer** must provide a working cellular contact number and e-mail address to its agent or Safari Rental Reservations.
3. The agent or **Hirer** must arrange a collection point and time with Avis Safari Rental reservations at least one week before rental collection and provide a working cellular number for the renter.
4. No vehicle may be returned at any airport – it must be termed at a depot or by prior arrangement.

**NB: To ensure timeous vehicle return the Hirer must arrange the return with the respective branch 24hrs before return. Collection delivery points other than Cape Town and Windhoek are managed out of the Johannesburg depot.**

Mobile contact numbers are available 24 hours, 7 days a week.

## 3.

## LOCATION:

South Africa:

- Johannesburg: Avis Van Rental Depot, 23 Diesel Rd, Kempton Park
- Cape Town – Avis Safari Depot, Unit 14, Nearby Park, Woodstock, Cape Town

Namibia:

- Windhoek City – Avis Safari, 9 Ongoporo Street, Prosperita Industrial, Windhoek

Botswana – Maun Airport Avis Office

Kasane Airport – Avis Safari Depot

- Delivery and Drop off ex Johannesburg by arrangement.

4.

## RELOCATION FEES:

See **Annexure: 1 below**

5.

USAGE:

1. The **Hirer** acknowledges that he/she is aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures. The **Hirer** is responsible to look after and maintain the vehicle during use and to return the vehicle in good order, fair wear and tear accepted.

2. In the event of the vehicle or any of its belongings being lost or damaged during the rental period, the **Hirer** shall be liable to cover the cost of replacement or repair and to make good on any shortages or damages to the vehicle. Waiver cover is included and will cover loss or damage due to theft and collision damages but not lost items or damages due to carelessness or negligence.

3. Cross border travel – written authorization is required for any travel outside of South Africa.

- *Avis Safari Rentals are not responsible for adhoc fines, levies or other extraordinary expenditure that may occur in countries outside of South Africa*

The **Hirer** is responsible to acquire and ensure;

- All vehicle travel documentation to countries outside of South Africa is valid for a minimum of 14 days **after** rental termination date – failure to do so will result in the respective country penalty being charged to the Hirer's account.

4. Checking the vehicle and signing the contract – it is recommended that the **Hirer** should check the vehicle thoroughly on handover to ensure the vehicle meets with their requirements and it is always beneficial to recheck items like wheel changing tools and tyre condition. On signing the contract the **Hirer** signs acceptance of the vehicle and equipment.

#### REPAIRS, MECHANICAL FAILURES AND RUNNING CHARGES:

1. Any mechanical repair or replacement related to fair wear and tear is covered by **Avis Safari Rental**. Repairs of up to R3000.00 can be effected without prior authorization. On higher amounts prior authorization is required from **Avis Safari Rental**. Due to the vastness of the area where vehicles are mobile the **Hirer** is responsible to get the vehicle to the nearest workshop. Where not mobile the vehicle should be towed to the nearest workshop for diagnosis.

2. In most cases vehicles are still covered under the new vehicle manufacturers warranty and their warranty conditions will apply where mechanical failures occur. It is important to remember that **Avis Safari Rental** is *not the manufacturer of the vehicle or equipment but will do its utmost to select and offer the best and most recommended vehicles and equipment as well as ensure the vehicles are fully maintained and checked prior to departure.*

3. 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 hours of diagnosis. This relates to the countries of South Africa, Botswana, Namibia, Zimbabwe, Southern Mozambique and Southern Zambia. In countries further North replacement time is within 72 hours.

4. Inconvenience and time lost is not covered for mechanical failures which cannot be anticipated.

5. Towing is covered for the countries of South Africa, Botswana, Namibia, Zimbabwe, Southern Mozambique and Southern Zambia. Further North towing is covered by the **Hirer**.

6. A R30 000 refundable security deposit will be charged to the **Hirer's** credit card on vehicle collection – no exceptions. **Avis Safari Rental** will not be held responsible for currency fluctuations. NB The Hirer has the option to leave foreign currency in cash for return of same currency.

7. The **Hirer** must fully refuel the vehicle no more than 10km radius from drop off point – **Avis Safari Rental** reserves the right to confirm the fuel level by way of refill.

NB: Avis Safari Vehicles are fitted with Long Range tanks therefore the fuel gauge showing full does not constitute a full tank – Avis Safari will top up each vehicle on return.

8. A R800 cleaning charged is for the **Hirers** account. This is a standard fee charged to all customers for cleaning the exterior and interior of the vehicle as well as the linen, crockery and cutlery. In the event that the vehicle is returned 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 **Hirer**

#### VEHICLE MAINTENANCE REQUIREMENTS:

1. The vehicles are all fully serviced and maintained as per manufacturers requirements and **Avis Safari Rental** has introduced additional maintenance which is completed on vehicles.

2. The **Hirer** is responsible to maintain the vehicle during the rental period. This includes the standard check of tyre pressure, wheel nuts, wheel alignment if necessary, oil and coolant levels and to be aware of any symptoms which may arise during the rental period. In addition, should the vehicle reach 15000 kilometres (10000km for Land Cruiser) intervals (see Annexure:2) during the rental period, the **Hirer** 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 with our authorization. The schedule service charges are for the **Hirer** and any other repairs related to standard wear and tear on the vehicle will be covered by **Avis Safari Rental**.

3. **Avis Safari Rental** vehicles are under maintenance plan therefore the **Hirer** will be reimbursed at rental reconciliation.

#### 6.

#### COLLISION DAMAGES AND ACCIDENTS:

1. All accidents must be reported to the local police within 24 hours.

2. Where collision damages render a vehicle unusable, a replacement vehicle can be supplied by **Avis Safari Rental** if available. All costs will be for the Hirers account.

3. The **Hirer** is responsible for the return of the damaged vehicle to the original office if outside of the borders of South Africa.

4. No refund will be given for lost days due to collision damages.

5. Should the **Hirer** continue with a new replacement vehicle, a new rental contract and waiver conditions will apply.

6. The exact waiver conditions and area of liability will also depend on the level of waiver selected.

## 7.

### WAIVER:

1. Standard Waiver cover, which covers 95% of the vehicle's value, is included on all vehicles and in all rates quoted. This is NOT full cover and a R30 000 excess is applicable, the monetary value of which depends on the vehicle category. The excess is payable for any damage, irrespective of the cause of such.
2. Waiver cover is valid in the following countries; South Africa, Botswana, Namibia, Zambia, Zimbabwe, Mozambique, Swaziland, Lesotho. Special permission is required for any other countries in Sub Saharan Africa.
3. Third party cover: the standard waiver cover includes third party cover for RSA, Namibia, Botswana, Swaziland and Lesotho only. Third party cover for any other country must be purchased at the port of entry.
4. Additional waiver cover is available at an additional cost which offers reduced excess for both collision and theft damages.

### **Waiver exclusions;**

#### Standard cover

- a. Towing costs outside of South Africa and Namibia
- b. Waiver excess
- c. Windscreen damage - WD waiver may be purchased at R50/day
- d. A double excess applies for single vehicle accident
- e. Theft waiver included, standard excess applicable
- f. Collision with animals
- g. Camping equipment
- h. Should the vehicle be damaged beyond use or stolen a replacement vehicle is not included in any of the waiver cover options. A replacement can be supplied but a new contract applies and all costs are for the **Hirers** account.
- i. Water damages and secondary damage therefrom are not covered by any waiver cover
- j. Suspension damage and secondary damage therefrom are not covered
- k. Damages due to negligence or equipment losses are not covered by waiver.

l. A case number or police report is required for any incidents related to collision or theft loss or damage.

#### Limited Cover

a. Zero excess applies and excludes tyres - WD waiver may be purchased at R50/day

b. Towing outside the countries of Namibia and South Africa

c. Standard excess applies for single vehicle rollover

d. Should the vehicle be damaged beyond use or stolen a replacement vehicle is not included in any of the waiver cover options. A replacement can be supplied but a new contract applies and all costs are for the **Hirers** account.

e. Water damages and secondary damage therefrom are not covered by any waiver cover

f. Suspension damage and secondary damage therefrom are not covered

g. Damages due to negligence or equipment losses are not covered by waiver.

h. Collision with animals is not covered by waiver.

i. A case number or police report is required for any incidents related to collision or theft loss or damage.

j. Camping equipment

#### Super Cover

a. Zero excess applies and includes 2 tyres

b. Towing outside the countries of Namibia and South Africa

c. Standard excess applies for single vehicle rollover

d. Should the vehicle be damaged beyond use or stolen a replacement vehicle is not included in any of the waiver cover options. A replacement can be supplied but a new contract applies and all costs are for the **Hirers** account.

e. Damage to gearbox or Diff not covered by any waivers.

f. Damages due to negligence or equipment losses are not covered by waiver.

g. A case number or police report is required for any incidents related to collision or theft loss or damage.

h. Camping equipment

#### ROAD RESTRICTIONS:

1. The **Avis Safari Rental** 4wd vehicles are allowed on all bitumen/tar and gravel roads as well as all recognized public 4x4 tracks in South Africa, Botswana, Namibia, Lesotho, Zimbabwe, Zambia, Mozambique, Swaziland. Special permission is required for any other countries in Sub Saharan Africa.

#### 8.

#### CROSS BORDER SURCHARGES:

1. A once off cross-border surcharge is applicable when leaving South African borders. This is a once off charge irrespective of how many borders are crossed. See the applicable fees below.
2. R1000.00 fee is applicable for the countries of Botswana, Namibia, Zimbabwe, Zambia, and Southern Mozambique (south of the Zambezi River). If the vehicles are collected in a neighbouring country and no borders are crossed then the cross border fee is not applicable but only the delivery surcharges as listed previously. As an example if the vehicle is collected and dropped off in Namibia and no borders are crossed then no cross border fee is applicable.
3. Our vehicles may not travel further than Zimbabwe- Harare, Zambia-Lusaka, Botswana-Kasane, Mozambique-Beira.
4. No surcharge applicable for Swaziland and Lesotho
5. A CO2 emissions charge of R450 for any vehicle picked up or entering Namibia is applicable.

#### EQUIPMENT RENTALS:

1. Additional equipment is available through **Avis Safari Rental** as non- standard vehicle equipment and in addition to the vehicle rental. This includes electronic equipment like GPS and satellite phones. **Avis Safari Rental** may use outside suppliers for this equipment and cannot warrant the accuracy or reliability of this equipment. This equipment should be checked by the **Hirer** on handover to ensure it is fully functional. Should the equipment fail during the hire period it should be reported to **Avis Safari Rental** immediately although we cannot guarantee replacement or repair and this will not constitute a breach of contract or affect the vehicle rental agreement. **Avis Safari Rental** will endeavour to refund the rental of such equipment from the date reported or authorize replacement at the nearest town centre if feasible. Equipment will be tested by the supplier / manufacturer to establish reason for failure and grounds for refund.

2. All Avis Safari Rental vehicles are supplied with one spare wheel. Additional spare wheels are available on request with the exception of Group N, L and A. The fitment of spare wheel carriers adds considerable weight to a vehicle, therefore, all vehicles are fitted with the only true reinforced sidewall All Terrain tyres.



## 9.

### CHANGE OF VEHICLE:

1. If for reasons beyond our control, the reserved vehicle is not available, **Avis Safari Rental** 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 hirer to a refund.

### CANCELLATIONS:

In the event of a rental having to be cancelled, the following cancellation fees will apply, bearing in mind that a 20% booking deposit is required to secure a vehicle rental:

60 days or more notice: 20% handling fee of the total invoice,

30 – 60 days: booking deposit is not refundable. If total rental has been paid the balance less the deposit will be refunded.

Less than 30 days' notice: Full rental due. 100% cancellation fee

### GENERAL:

1. The **Hirer** is fully responsible for any damage or related costs to the vehicle or third party if;

- The terms of the rental contract are breached.
- Damage to the vehicle or equipment caused by careless or reckless driving.
- Driving under the influence of drugs or alcohol.
- Water submersion or salt-water damage.
- Suspension damage.
- If the vehicle is abandoned and no contact is made by the **Hirer** to **Avis Safari Rental**.
- Driving on restricted or closed roads.
- Driving on dunes or off-road where no track is obvious.
- Damage to the vehicle due to collision with animals

## 10.

### PLEASE NOTE:

Rates and conditions are subject to change without prior notice. All information is subject to change and all measurements and volumes shown are approximate.

All disputes are governed by the law and courts of South Africa and Namibia.

NB: See Annexure: 1 below next page

**Annexure: 1**

Relocation cost - all other destinations on request and should a vehicle have to be moved from one depot to another to satisfy a rental regardless of same pick up and return point.

	JHB	CPT	DBN	UPINGTON	WDH	MAUN	KASANE	LIVINGSTONE	VIC FALLS	LUSAKA	HARARE
JHB	R 0	R 4,850	R 4,850	R 6,500	R 6,500	R 6,600	R 7,600	R 10,500	R 10,500	R 17,500	R 17,500
CPT	R 4,850	R 4,850	R 4,850	R 6,500	R 5,500	R 6,600	R 7,600	R 10,500	R 10,500	R 17,500	R 17,500
DBN	R 4,850	R 4,850	R 4,850	R 6,500	R 6,500	R 6,600	R 7,600	R 10,500	R 10,500	R 17,500	R 17,500
UPINGTON	R 6,500	R 6,500	R 6,500	R 6,500	R 6,500	R 6,600	R 7,600	R 10,500	R 10,500	R 17,500	R 17,500
WDH	R 6,500	R 5,500	R 6,500	R 6,500	R 0	R 6,600	R 7,600	R 10,500	R 10,500	R 17,500	R 17,500
MAUN	R 6,600	R 6,600	R 6,600	R 6,600	R 5,500	R 6,600	R 7,600	R 10,500	R 10,500	R 17,500	R 17,500
KASANE	R 7,600	R 7,600	R 7,600	R 7,600	R 7,600	R 7,600	R 7,600	R 10,500	R 10,500	R 17,500	R 17,500
LIVINGSTONE	R 10,500	R 10,500	R 10,500	R 10,500	R 10,500	R 10,500	R 10,500	R 10,500	R 10,500	R 17,500	R 17,500
VIC FALLS	R 10,500	R 10,500	R 10,500	R 10,500	R 10,500	R 10,500	R 10,500	R 10,500	R 10,500	R 17,500	R 17,500
LUSAKA	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500
HARARE	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500	R 17,500

**Annexure:2**

Service intervals;

**Ford Ranger** 15000km – 30000km – 45000km – 60000km – 75000km - 100000km

**Land Cruiser** 10000km – 20000km – 30000km – 40000km – 50000km – 60000km  
70000km – 80000km – 90000km – 100000km – 110000km – 120000km  
130000km – 140000km – 150000km – 160000km – 170000km