

## VEHICLE RENTAL AGREEMENT: TERMS AND CONDITIONS

This agreement comes into effect on the date specified in the Rental Agreement/Invoice between Drive Namibia Car Hire cc, Registration Number cc/2005/2655 (referred to as Drive Namibia) and the renter whose name appears on the rental agreement.

### VEHICLE DESCRIPTION

Drive Namibia will let to the renter the vehicle described in the Rental Agreement/Invoice on the terms and conditions set out in this agreement. The renter will be bound by these terms and conditions whether they are the driver or not. Drive Namibia reserves the right to substitute a comparable vehicle should the requested vehicle not be available due to unforeseen circumstances. This shall not constitute a breach of contract and does not entitle the renter to any refund. Vehicle illustrations and text in any brochure are only indicative of the vehicle. Variations in the vehicle(s) offered may occur due to modifications and/or upgrades to the vehicle design or brand.

### TERMS AND CONDITIONS OF THE AGREEMENT

Please note that all prices are quoted in Namibian Dollars (N\$) that is equal to South Africa Rand (ZAR). Rates as well as Terms and Conditions are subject to change without notice.

### RATES INCLUDE

15% VAT (Value Added Tax)	Standard CDW (Collision Damage Waiver) and Standard TLW (Theft Loss Waiver)
Third Party Insurance	Camping and vehicle equipment as per equipment hire list for specific vehicle
Unlimited kilometers; Oil and Maintenance	Road Maps; 24/7 Assistance
Pick-up and drop-off in Windhoek	Two drivers included

### RATES EXCLUDE

Excess Liability amount as per Terms and Conditions	Personal and luggage insurance
Additional daily amount to reduce Excess Liability	Additional Camping or vehicle equipment; Camping Equipment loss or damage
Insurance of Tyres, Windscreen and Glass	Additional driver fee from 3 <sup>rd</sup> driver of N\$150 per rental
Damage to vehicle undercarriage including axles and diffs; damage by sandblasting, water/mud; clutch, interior of vehicle, or any vehicle accessory or equipment lost or damaged	Replacement or repair costs to tyres and delivery thereof unless waiver taken. Single vehicle accident/incident damage
Deposit for replacement vehicle is needed if renter at fault for any accident/mechanical breakdown.	Sunday/Public Holiday pick-up surcharge
Taxi or any other form of transportation not included in rental contract	Fuel – full tank policy applies
Replacement of Locks and keys, copy of key and delivery of the key to the renter	GPS; Repair costs to radio/CD player

### 1. DEFINITIONS :

- In this agreement, except where indicated otherwise, the following words shall have the following meanings:
- "BROCHURE" means the pamphlets published by Drive Namibia containing the current tariffs from time to time.
  - "THE RENTER" means all of the persons, natural or juristic, jointly and severally, whose names appear on the rental agreement.
  - "DAMAGE/S" means ALL DAMAGES to the rented vehicle of whatsoever nature and whatsoever arising caused by the driver through the negligent driving of the VEHICLE or otherwise and includes but is not limited to DAMAGES which are economical or uneconomical to repair;
  - "EXTENDED PERIOD" means a further period of time outside of the agreed return date of rental period in which the vehicle is rented from Drive Namibia by the RENTER.
  - "RENTAL PERIOD" means the period from the date that the RENTER takes possession of the vehicle to the termination date as it appears in the rental agreement, or such period as extended, the time and date entered in our records.
  - "RETURN DATE" means the date stated on the rental agreement on which the vehicle must be returned by the RENTER to Drive Namibia (head office).
  - "RENTAL AGREEMENT" means the rental agreement issued by Drive Namibia to the renter and signed by the renter and which is a legal binding agreement between Drive Namibia and the renter and includes these terms and conditions together with the Equipment terms and conditions.
  - "VEHICLE" means the VEHICLE referred to in the rental agreement and the documents, accessories, keys, camping equipment, tools and tyres of the VEHICLE and all accessories supplied with the VEHICLE or any substitution VEHICLE;
  - "PERSON" includes any juristic and natural PERSON, the singular includes the plural and one gender includes the other where applicable;
  - "WAIVER" means a reduction of liability in the event of a collision or theft of the VEHICLE.
  - "EQUIPMENT": Refer Equipment Terms and Conditions

### 2. PAYMENT:

- A confirmation of booking payment is required within seven days of booking to confirm the booking unless otherwise agreed in writing.
- Full upfront payment is requested for rentals that are booked within 30 days of rental start date.
- Payments referred to in 2.1 and 2.2 will serve as confirmation of the renters booking. The remaining balance is required to be paid two weeks in advance of vehicle collection unless otherwise arranged in writing. Visa and Mastercard are accepted.
- All credit card transactions are conducted in Namibian Dollar which is equal to South African currency (ZAR).
- All transactions are to be net of any charges or fees to Drive Namibia. Any difference in rental/ payment amount received by Drive Namibia as a result of currency fluctuations will be accounted into the final invoice.

### 2.6 Renter agrees to pay:

- 2.6.1 the full amount for the rental period as stipulated in the rental offer/agreement and/or in accordance with an agreed and current rates sheet or as per the most recent BROCHURE irrespective of whether the Renter uses the vehicle for the whole period or only a part thereof and irrespective of the reason for cause (including an accident/liability issue) as to why the Renter is not using the car for the whole period; as well as the Excess Liability amount as per this Terms and conditions.
  - 2.6.2 additional charges as described in the rental agreement and/or as stated in the rates sheet/BROCHURE and any amounts with regards to loss or damages to the vehicle that are not included in the insurance cover and/or that the insurance refuse to pay;
  - 2.6.3 all fines, taxes, charges, duties and levies payable by Drive Namibia to any authority arising out of the rental of the VEHICLE to renter;
  - 2.6.4 any and all costs, (including but not limited to) towing charges, transfer of passengers, losses or DAMAGES incurred by Drive Namibia in procuring the return of the VEHICLE to the rental location or other location as determined by Drive Namibia; any DAMAGES or losses suffered by Drive Namibia due to the renter's failure to return the VEHICLE on the expiry of the RENTAL PERIOD, including but without limiting all amounts which would have been payable by the renter in terms of this agreement if the RENTAL PERIOD had been validly extended to the actual date of return of the VEHICLE to Drive Namibia;
  - 2.6.5 all fines and court costs payable by Drive Namibia for any legal violation against the VEHICLE by the RENTER.
  - 2.6.6 all DAMAGES and any other losses sustained by Drive Namibia, as provided for in this agreement, including damage which might become apparent after the return of the vehicle. The renter authorizes the owner to debit his credit card for the same.
  - 2.6.7 for full valet service which may be charged at Drive Namibia's sole discretion should vehicle prove to be not re-rentable after ordinary cleaning service.
  - 2.6.8 for all fuel consumed and associated costs to deliver and collect a VEHICLE to or from a place of delivery or collection not included in the agreement
  - 2.6.9 traffic fine administration fee which shall be levied to administer any traffic fine issued in respect of the VEHICLE during the RENTAL PERIOD. Renter will be liable for all traffic fines in respect of the VEHICLE during the RENTAL PERIOD;
  - 2.6.10 a claim administration fee in accordance with Drive Namibia additional rates sheet contained in this Terms and Conditions will be charged in the event of the VEHICLE being DAMAGED/lost and/or stolen.
  - 2.6.11 for the cost to retrieve or recover a vehicle - which has become bogged down - regardless of the insurance options taken. Likewise, all costs associated with the towing and recovery of the vehicle under any circumstance that is not mechanical.
  - 2.6.12 the full replacement cost of the vehicle should the vehicle be water damaged or submerged within water in such a way that it is beyond repair.
  - 2.6.13 the full replacement cost of the vehicle should speeding or drunken driving result in an accident.
  - 2.6.14 Damage and losses referred to in clause 5 of this agreement (Renter's Obligations and Liabilities).
- 2.7 All payments are due by renter on demand by Drive Namibia before, or on expiry of the RENTAL PERIOD. Renter shall not withhold payment of any amounts due to Drive Namibia in terms of this agreement for whatever cause.
  - 2.9 The renter shall pay Drive Namibia in full two weeks prior to dispatch (as payment for the hire of the vehicle for the agreed period) the sum specified in the invoice, unless otherwise arranged.
  - 2.10 The renter must have a credit card. Credit card details are taken for in the event of negligence.
  - 2.11 The renter will be responsible for the total outstanding amount payable to Drive Namibia Car Hire, should the voucher they present not be paid by their agent or any other third party. The total payment

will be charged to the client's credit card should payment from the agent or any other third party not be received.

### MINIMUM RENTAL PERIOD/CYCLES/LONGER TERM RATES

The minimum rental period is seven days unless otherwise arranged with Drive Namibia Car Hire in writing. When calculating the number of days; 24-hour cycles are used. Long-term rates are applicable for longer rentals.

### 3. DELIVERY OF VEHICLE

- 3.1 Renter shall take delivery of the VEHICLE at the place specified in the rental agreement.
- 3.2 On delivery, a pre-rental vehicle inspection will be required to be made by the renter together with Drive Namibia. The VEHICLE shall be deemed to be clean, in good order, condition and repair; free of all damages unless listed on agreement, properly filled with oil and water, with the seal of the odometer unbroken and signed to that effect by both Drive Namibia and renter.
- 3.3 Drive Namibia may refuse delivery if an advance payment or deposit as agreed or copies of passports and driver's license accompanied by an International Driver's license or sworn translation thereof (if National license is not in English) were not received.
- 3.4 Drive Namibia reserves the right to refuse delivery of the vehicle if the renter proves to be either under the influence of alcohol, or not capable to drive the vehicle in a satisfactory manner.
- 3.5 The VEHICLE shall be at the renter's sole risk from the date of delivery up and until the VEHICLE is returned to Drive Namibia.
- 3.6 The term of hire shall commence and cease at the time and dates specified in the rental agreement.
- 3.7 Office hours are Monday – Friday from 08h00 – 17h00. All collection/drop-offs are arranged along with confirmation of booking and drop-offs confirmed with clients on vehicle collection. Outside of office hours collections are by arrangement only. This is valid for Saturdays, Sundays and Namibian Public Holidays - when our offices are closed - as well.

### 4. RETURN OF THE VEHICLE

- 4.1 On the RETURN DATE the renter shall return the VEHICLE at renter's risk and expense to Drive Namibia at the place specified in the rental agreement, the VEHICLE LOCKED and the keys must be handed to a Drive Namibia authorized representative. The VEHICLE shall be returned undamaged, clean, in good order and in roadworthy condition, fair wear and tear accepted with all tyres, equipment, accessories and documents included; The rental vehicle is deemed to be returned and rental concluded, only when the vehicle is physically returned to the nominated depot, paid in full and in a condition that is acceptable to the company.
- 4.2 Should the vehicle be dirty, renter accepts the fee for cleaning the vehicle and also agrees and accepts that any damages that might become apparent after the washing of the vehicle will also be for renters account according to the terms and conditions of this agreement.
- 4.3 The renter agrees that this arrangement will mean that the vehicle will be accepted as returned, but not checked.
- 4.4 The VEHICLE is by the renter's signature on the rental agreement deemed to be delivered by Drive Namibia free of any DAMAGE of whatsoever nature and in good order and repair (unless such DAMAGE is recorded in writing and signed by both parties on the rental agreement or on the vehicle quality check card.)
- 4.5 Failure to return the VEHICLE in terms of this agreement shall constitute illegal possession by renter. Drive Namibia may repossess the VEHICLE wherever same may be found and from whoever is in possession thereof.
- 4.6 Drive Namibia may take possession of the vehicle without demand and at the renter's expense, if it is illegally parked, used in violation of the law or of this agreement, or if it is apparently abandoned. If the seal of the odometer is broken the persons responsible will be reported to the appropriate authority and the renter will be responsible for extra charges based on 500 kilometer per day at N\$8.00 per kilometer. If Drive Namibia deems the vehicle has travelled outside the area of use as stated in the terms and conditions of the rental agreement, an amount equal to the commensurate rack rate for the total hire, but not limited to, will be payable to Drive Namibia on return. Unlimited kilometer allowance/payment will be cancelled in the event of any unauthorized or prohibited use. An allowance calculated at 300 kilometer per day will apply; excess kilometers will be charged at N\$8 per kilometer.
- 4.7 Drive Namibia reserves the right to inspect the vehicle at any place at any time during the rental period.
- 4.8 Drive Namibia gives a 1-hour grace period for the drop-off of vehicles without any additional costs to the renter. An additional daily rate will be charged for all late returns.
- 4.9 The vehicle hire agreement may have a maximum duration of 30 days. After 30 days, the vehicle needs to be inspected by Drive Namibia and a new agreement for a new rental period signed or as arranged.

### 5. RENTER'S OBLIGATIONS AND LIABILITIES:

- 5.1 The VEHICLE shall be the renter's sole risk for the RENTAL PERIOD.
- 5.1.1 The Renter shall be liable for any damages or loss with regards the vehicle and its equipment, irrespective of whether the damages or loss was caused by the Renter or by a third party and irrespective of whether the Renter or the third party acted negligent or was at fault. (This liability may however be reduced by the collision and theft waivers, but certain incidents can negate all insurance cover).

#### Causes for damage and loss referred to in 5.1.1 include (but are not limited to) the following:

- renter was driving the VEHICLE in a reckless or gross negligent manner – Negates Insurance (N/I)
  - or under the influence of intoxicating liquor or of a narcotic drug or similar substance – (N/I),
  - or driving on restricted roads or in restricted areas or driving after dark outside of town borders - (N/I)
  - or damaging vehicle by sitting or standing on the roof-tent (in closed position) bonnet, roof or canopy of the vehicle – repairs for renter's account
  - or damaging the gearbox due to incorrect use of the clutch/handbrake or burning out of the clutch – repairs for renter's account
  - or seizing an engine due to incorrect use of vehicle or supplements (N/I)
  - or failure to stop driving when a dashboard warning light indicates a problem (N/I)
  - or incorrect use of diff-locks and/or transfer cases, i.e. driving on tar roads with electronic diff-locks engaged or in 4x4 gear – all damages will be for renter's account.
  - or falling asleep while driving or driver's fatigue or driving on the wrong side of the road(N/I)
  - or unauthorized driver driving (N/I)
  - or overturning or damaging a vehicle where no other vehicle is involved or reversing into another vehicle on any road (N/I)
  - or Drive Namibia tyres were swapped with other tyres or any other vehicle parts were swapped without the consent of Drive Namibia resulting in an accident (N/I)
  - or incorrect use of fuel (fuel being diesel or petrol). (N/I)
  - or if the vehicle is operated in any race, speed test, rally or contest or driven above the speed limit as per this Terms and Conditions. (N/I)
  - The vehicle is operated outside of the hire term or any agreed extension of that term. (N/I)
- 5.2 Renter shall not:
    - 5.2.1 hire or lend the VEHICLE to anyone or permit the VEHICLE or the keys to be in the possession or control of anyone other than himself or the additional registered driver/s;
    - 5.2.2 exceed the maximum speed of 60km/h in towns or 80 km/h on gravel roads and 120 km/h on tarred roads or as indicated by traffic signs. Excessive speeding can lead to the repossession of the vehicle by Drive Namibia.
    - 5.2.3 cause or permit the VEHICLE to be driven unlawfully or illegally or to be used for any unlawful purpose or for a purpose for which it was not designed or in such a way as to increase the risk of it being DAMAGED or lost, or to be over-loaded;
    - 5.2.4 cause or permit the VEHICLE to carry any passenger/s or goods for reward or for racing; or to be used for any other purpose than renter's transportation and those within renter's party; In other words, it is not allowed to pick up hitchhikers or transfer anyone that is not in your party.
    - 5.2.5 cause or permit the VEHICLE to be exposed to the risk of DAMAGE in or by any civil or public disturbance or unrest;
    - 5.2.6 carry any inflammable, explosive or corrosive materials
    - 5.2.7 propel/tow any vehicle, trailer, boat or other object unless Drive Namibia has authorised use in writing
    - 5.2.8 cause or permit the VEHICLE to any towing, repairs or servicing to be done to the VEHICLE unless authorized by Drive Namibia in writing;
    - 5.2.9 cause or permit the odometer to be tampered with;
    - 5.2.10 cause or permit the VEHICLE to be driven on a road/s not suitable or allowed for the VEHICLE.
    - 5.2.11 cause or permit the vehicle to be damaged by loading or unloading, other than normal wear; or fail to secure properly any load or equipment which leads to loss caused by any part of said load or equipment.
    - 5.2.12 operate the vehicle on any of the following roads or routes: Divorce Pass, Brandberg West Route from Save the Rhino camp to Burnt Mountain, Van Zyl's Pass, any wet riverbed, 4x4 trails, Dune driving, Coastal 4x4 driving or trials, north of Terracebay, south of Luderitz, on the BeachKaudom Park or outside the borders of Namibia unless arranged in writing with Drive Namibia Car Hire.
  - 5.3 Renter shall take all precautions to protect the VEHICLE from theft and DAMAGE and shall lock and immobilize the VEHICLE and activate the alarm when the VEHICLE is not in use;
  - 5.4 In case of a collision, accident, theft or loss of or involving the VEHICLE, renter shall:
    - 5.4.1 PROMPTLY report any accident or loss involving the vehicle while rented under this agreement to Drive Namibia and will deliver to the company immediately, every summons, complaint or paper in relation to such loss. Compliance with this sub-paragraph does not excuse the renter from reporting an accident to police (within 24 hours). Drive Namibia reserves the right to exchange vehicles or terminate the rental if the vehicle has been involved in an accident or damaged, regardless of fault or circumstance.
    - 5.4.2 by no later than 24 hours from the incident complete (and ensure that the driver completes) all documents required by Drive Namibia; and
    - 5.4.3 give all assistance required by Drive Namibia to deal with any matters arising from the incident, whether directly or indirectly.

- 5.4.4 NOT leave the vehicle alone at any time after the accident as the renter will be liable for all losses incurred of equipment and accessories or fittings lost/stolen after the accident.
- 5.5 If the VEHICLE is driven by anyone other than renter or authorized additional driver, renter shall remain liable for all renter's obligations in terms hereof.
- 5.6 Drive Namibia has the right to end the rental at any stage and can repossess the VEHICLE at any time if renter is in breach of this agreement.
- 5.7 Keys which are lost or locked in the VEHICLE must be reported to Drive Namibia and will be retrieved/replaced at renter's cost.
- 5.8 Neither smoking or animals are permitted in the vehicle at any time.
- 5.10 Tyres and rims or vehicle tools are not allowed inside the passenger cabin; but should be carried in their designated places.
- 5.11 Namibian Law stipulates that children up to the age of five must be properly restrained in an approved child seat. It is the renter's responsibility to ensure the child restraint is installed correctly.

**6. DAMAGE AND LOSS WAIVERS AND HOLD ON RENTER'S CREDIT CARD:**

**6.1 DAMAGE AND LOSS WAIVERS**

6.1.1 Renter accepts the STANDARD COLLISION DAMAGE WAIVER and the STANDARD THEFT WAIVER and renter accepts to pay the Excess Liability, and provided that renter have complied with all the terms and conditions of this agreement, renter will be liable for any DAMAGE to or loss of the VEHICLE or the amount as reflected in our as per our Terms & Conditions plus towing, storage and administration charges.

6.1.2 If the renter accepts to lower the Excess Liability payable, renter accepts to pay the reduced liability and provided that renter have complied with the terms and conditions of this agreement, renter will be liable for any DAMAGE to or loss of the VEHICLE or the amount as per the Terms and Conditions plus towing and storage and administration charges.

**6.2 EXCESS LIABILITY PAYMENTS**

6.2.1 Excess liability (for collision and theft) is payable by credit card only. In the event of an insurance claim, the excess amount will be debited from the renter's credit card as referred to in clause 6.3.1.1 of this agreement.

6.2.2 Excess Liability (for collision and theft) cannot be reduced for rentals that cross the borders into Botswana or South Africa.

6.2.3 The Excess Liability amount will be utilized regardless of who is at fault. Notwithstanding anything in this agreement, Drive Namibia shall not be obliged to institute or proceed with any claim which we may have against a third party or the client for the recovery of any DAMAGES or financial loss in connection with the VEHICLE and we shall be entitled to abandon such claim or to settle such claim, at our sole discretion regardless of the type of accident/incident.

6.2.4 Damages inflicted to any part of the vehicle in a "Single Vehicle Incident (incidents without involvement of a third party) will be for the renter's cost, despite poor visibility, the condition of the road or a tyre problem leading to the incident. The client will be held liable for the recovery cost of the vehicle as well as passenger transfers in a "Single Vehicle Incident" should the vehicle be rendered immobile.

6.2.5 Replacement cost of all vehicle accessories, equipment, fittings and camping equipment lost or damaged is excluded from the excess payable. Renter will be liable for the full replacement cost plus an administration fee for these.

6.2.6 Should the renter agree in writing to an excess liability option in which the hold on his credit card is less than the liability excess amount as in 6.2.3, the renter must pay the difference to Drive Namibia Car Hire at the time when the accident report is completed, not at the completion of the rental period.

**6.3 HOLD ON RENTERS CREDIT CARD:**

6.3.1 The Excess Liability amount is a block/hold on the client's card only; the funds do not come to Drive Namibia, but the client also does not have access to the amount. The amount will be used as:

6.3.2 Excess Liability payment in the event of an insurance claim as referred to in clause 6.2.1 of this agreement.

6.3.3 Any damage or loss for which the renter is liable in terms of this agreement.

6.3.4 Any other payments to which the renter agreed to in terms of this agreement.

6.3.5 Should the reserved amount referred to in clause 6.3.1 be insufficient, the renter authorizes Drive Namibia Car Hire to debit his/her credit card with any further amounts payable in terms of this agreement. Any amounts Drive Namibia Car Hire CC is unable to recover from the renter's credit card, for whatsoever reason, must be paid to Drive Namibia Car Hire CC in cash by the renter before the completion of the rental period.

**7. THIRD PARTY CLAIMS**

For purposes of this clause, third party claims refer to any claims by a third party in respect of DAMAGE or loss that renter may cause to any other VEHICLE or property.

**8. UNDERCARRIAGE / GLASS / HEADLIGHTS / SANDBLASTING/ WATER DAMAGE:**

Notwithstanding the above clauses; DAMAGE to undercarriage and/or glass as well as DAMAGE to headlights or sandblasting or water damage of/to the VEHICLE is excluded from insurance and is for renter's account. Additional insurance can be taken on the windshield.

**9. TYRES AND RIMS:**

Any tyre/rim DAMAGE whatsoever is for renter's account. Additional insurance can be taken on tyres. Tyre sidewall and rim damage is not included.

**10. PERSONAL ACCIDENT AND PERSONAL BAGGAGE INSURANCES:**

The renter acknowledge that Drive Namibia shall not be liable in any way in connection with insurance claims regarding Personal Accident and Personal Baggage and renter releases Drive Namibia in full in respect of any claims of whatsoever nature and howsoever arising in respect of such insurances. Personal Injury is not covered by vehicle insurance, personal travel insurance is therefore strongly recommended. The renter is responsible for insurance of personal property. To avoid possible theft, valuables should not be left in plain sight in the vehicle.

**11. EXEMPTION:**

Drive Namibia, their agents or employees, shall not be liable for any DAMAGE or loss, whether direct or indirect, arising out of any defect in or mechanical failure or the safety of the VEHICLE or the driving or use thereof, nor for any direct or indirect loss, resulting DAMAGES, loss of profits or special DAMAGES arising out of any of the above and/or for any breach by Drive Namibia of this agreement, or in delict. Drive Namibia does not accept any liability for any loss of or damage to any property transported in or left in the VEHICLE or any other damages or loss as a result of the conveyance of the driver and/or any other passengers. No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the VEHICLE are given by Drive Namibia. Drive Namibia can also not be held liable for any loss or costs caused by delays in trip due to non-availability of fuel or vehicle breakdown.

**12. ADDITIONAL EQUIPMENT**

12.1 The renter may at the time of vehicle reservation, rent additional equipment and it will be charged according to the payment terms and conditions of the vehicle rental and/or additional equipment hire as is applicable.

12.2 The renter will be liable for the full replacement cost of all lost or damaged camping and vehicle equipment irrespective of whether it was included in the rate of the vehicle plus an additional equipment loss administration fee.

**13. EXTENSION OF AGREEMENT:**

13.1 Renter will be only entitled to orally extend this agreement by calling Drive Namibia on 081-128 8392 if the extension is followed by a written request. The extension is subject to availability and must be approved by Drive Namibia in writing. An extension should be arranged at least 72 hours before the expiry date of the rental period.

**14. GENERAL:**

14.1 All notices and legal processes in terms hereof shall:

14.1.1 be given to renter at the address set out in the rental agreement.

14.1.2 be given to Drive Namibia at our head office at 14 Schopenhauer Street, Academia, Windhoek.

14.2 The agreement shall be governed by the laws of the Republic of Namibia. The renter consents to the jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrate's Court Act 32 of 1944, having jurisdiction over the renter's person by virtue of section 28 of the Act. Drive Namibia Car Hire however in its sole discretion, is despite the afore going, entitled to proceed with legal Action in any other competent Court.

14.3 The English version of this agreement will prevail in the event of a dispute.

14.4 This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by both the renter and Drive Namibia.

14.5 Drive Namibia may claim and recover from renter on demand all costs and expenses incurred by Drive Namibia in consequence, directly or indirectly, of any breach by renter of this agreement, including attorney-and-own-client costs, collection commissions and any costs of tracing renter or VEHICLE.

14.6 A provision of this agreement which is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity of the rest of the agreement.

14.7 By renter's signature hereto, renter accepts all the charges charged by Drive Namibia in terms of this agreement, including any charges relating to loss and DAMAGE to the VEHICLE. Your signature below is considered made on the applicable credit card voucher.

14.8 By renter's signature hereto, renter hereby authorizes Drive Namibia to conduct ITC checks on renter, if necessary.

14.9 No relaxation which the company may permit on any one occasion in regard to any of the customer's obligations shall prejudice or be regarded as a waiver of the company's right to enforce those obligations on any subsequent occasion.

14.10 ALL RENTERS/DRIVERS NAMED ON THE AGREEMENT WILL BE REQUIRED TO SIGN THE AGREEMENT ACKNOWLEDGING THAT THEY HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS OF THE AGREEMENT PRIOR TO DRIVING THE VEHICLE.

**JOINT AND SEVERAL LIABILITY**

The renter and all other persons (including the credit card holder) who sign this contract will be jointly and severally liable for all amounts due in terms of this agreement.

**15. ADDITIONAL RATES**

2<sup>nd</sup> driver registration included free of charge. Additional driver registration fee N\$150.00 per driver per rental. Drive Namibia reserves the right to limit the number of additional drivers.

Full fuel tank – At Cost – refer point 16

Re-fueling fee – N\$100.00,

Traffic Fine Administration Fee – N\$500.00

Insurance Claim Administration Fee/Damages Administration Fee – N\$1 000.00

Drivers Manual damaged/lost – N\$200.00

Owner's Manual damaged/lost – N\$1 200.00

Lost and damaged equipment /accessories replacement administration fee – N\$500.00

Excessive scratching on vehicle rebuffering fee – N\$3 000.00

Rates are subject to change in accordance with changes to government taxes.

**16. FUEL**

Drive Namibia will deliver a fully-fuelled vehicle to the renter. The renter should return it with a full tank. In the event that the vehicle is returned with less fuel, the difference will be charged at a rate which may include a service component. Should your vehicle be exchanged for whatsoever reason, there will be no refund for fuel.

**17. PROCEDURES IN THE EVENT OF AN ACCIDENT**

Not all Namibian vehicles are insured and it is also NOT compulsory to be insured against third party property. It is therefore at times impossible to recover from these drivers, even through the legal system. Do not make any statements towards third parties.

In case of a collision, accident, theft or loss of or involving the vehicle, renter shall report it PROMPTLY to the head office of Drive Namibia. Photograph all documents of damage on both vehicles and documents and address of driver of other vehicle. The accident should be reported to the police within 24 hours and an accident report (AR) MUST BE COMPLETED AT THE POLICE. Photograph all pages of the police stamped AR and forward to Drive Namibia.

The driver must ensure that all documents required by Drive Namibia are completed.

The renter shall NOT leave the vehicle alone at any time after the accident as the renter will be liable for all losses incurred of equipment and accessories or fittings lost/stolen after the accident.

If the renter requires a replacement vehicle to be delivered due to an accident, then the delivery charges will be for the renter's account. If the renter is unable or unwilling to take a replacement vehicle, no refunds for early termination will apply. Likewise, the recovery costs of the damaged vehicle is for the account of the renter. No refund of rental days lost will be considered during the period in which a replacement vehicle is being organized. Should there be no replacement vehicle available, no refund for lost rental days will be considered.

Should the renter continue with a replacement vehicle, a new rental agreement needs to be entered into where payment of another CDW, TLW and Excess Payment conditions might apply.

In the event of an accident occurring and a replacement vehicle is not available, Drive Namibia will not be liable for any resulting accommodation or living expenses that are incurred. Likewise, Drive Namibia is not liable for alternative transport expenses should no replacement vehicle be available.

**18. AUTHORISED DRIVERS AND AGE:**

By signing this agreement, the Renter confirms that he has an unendorsed and valid driver's license and has had such, for not less than three years and is above the age of 25.

Renter agrees that Drive Namibia has the right to verify that the renter's license has been validly issued and that Drive Namibia may refuse to rent a VEHICLE to renter, if renter license has been suspended, revoked or restricted in any way. An additional driver is authorized only if renter pays an additional driver fee and that person has a valid and unendorsed driver's license for not less than 3 years and is above the age of 25.

A valid non-endorsed national driver's license is required. It must be accompanied by a sworn translation if not in English. Namibian Law states that it should be in English and it is therefore a requirement by our Insurers to address claims.

No vehicle will be handed over to drivers who have used alcohol. No alcohol is to be used when driving.

**19. RESTRICTIONS**

Vehicles may not be taken into any neighbouring countries unless arranged in writing. All insurance cover will be void if vehicles enter neighbouring countries or other prohibited areas as per 5.2.12.

Drive Namibia reserves the right, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions, political situations or any other reason.

For any repairs: Authorization must first be obtained from the Drive Namibia head office. Faults with the radio, air-conditioning or refrigerator are not classified as breakdowns; no refunds will be made for repair time on these items.

**20. CANCELLATION OF RENTAL AGREEMENT**

**CANCELLATION FEES**

If cancelled 30-60 days prior to pick-up: 50% of total rental rate

If cancelled 14-29 days prior to pick-up: 75% of total rental rate

If cancelled 0 - 13 days prior to pick-up: 100% of total rental rate

NO SHOW – FULL RENTAL

If vehicle is returned early, for any reason, no refund will be considered for the rental or insurance.

**21. EXCHANGE RATE / CURRENCY FLUCTUATIONS**

All transactions are conducted in South African Rand (ZAR) which is equal to Namibian Dollars and legal tender in Namibia. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against your credit card and the amount refunded for any reason. Drive Namibia is not liable for such variations.

All information is correct at time of printing but is subject to change without notice.

I, the undersigned (herein described as the renter) agree to rent from Drive Namibia Car Hire cc, the Motor Vehicle described on the Rental agreement (herein called "the vehicle", which expression shall include tyres, accessories, tools and other items with which it is equipped) for the period set out in the rental agreement. I have read, understand and agree to the terms and conditions of Drive Namibia on all two sides of this agreement and confirm that if payment hereunder is to be made by credit or charge card, my signature below shall constitute authority to debit my nominated credit or charge card company with the total amount due. This constitutes a binding agreement between myself and the owner.

Signed at .....on this .....day of .....

RENTER/CREDIT CARD HOLDER

DRIVER

ADDITIONAL DRIVER

OWNER, for DRIVE NAMIBIA CAR HIRE