



KALAHARI CAR HIRE

+264 83 349 2211 | +264 81 237 7449 | info@kalaharicarhire.com

Unit 50, Hyper Motor City, Southern Industrial
P.O. Box 81469 | Windhoek | Namibia
VAT # 14526847-015 | CC/2024/00687

RENTAL AGREEMENT

Details Renter:

Name: _____

Date of Birth: _____

Passport No.: _____

Tel./WhatsApp: _____

Home Address: _____

Email: _____

Additional Drivers:

Driver 1: _____

License No.: _____ Passport No.: _____

Driver 2: _____

License No.: _____ Passport No.: _____

Driver 3: _____

License No.: _____ Passport No.: _____

Credit Card Details:

Holder Name: _____

No.: _____

Expiry Date: _____ CVV: _____

Type: _____

I confirm that the above credit card is mine and I was present at the time of signing this contract. I understand and accept that by signing, I take full responsibility for the costs of all damages for which I am liable, as stipulated in the conditions and terms of this contract. I further agree that my signature below will constitute authority to debit my nominated credit card for the total amount due, including my full liability for the damages incurred.

Signature Renter: _____

Border Crossing Authorization:

Authorization to drive the vehicle in Republic of South Africa, Botswana, Zambia, Zimbabwe, Lesotho, Kingdom of Eswatini:

Signature Renter: _____ Signature Lessor: _____

Vehicle Description:

Vehicle Make and Model: _____

Registration: _____

Engine No.: _____ License Disc checked?: Yes / No

Tyres Front Left _____ Tyres Front Right _____

Tyres Rear Left _____ Tyres Rear Right _____

Tyres Spare Top _____ Tyres Spare Below _____

Recommended Tyre Pressure Front: 2.0 BAR (cold) Rear: 2.0 BAR (cold)
Note!: Don't pump or flatten tyres unless punctured!

RENTAL AGREEMENT TO BE READ IN CONJUNCTION WITH ANNEXURE 1: KCH
TERMS AND CONDITIONS AND ANNEXURE 2: VEHICLE CONDITION

STRICTLY DO NOT DRIVE: before 6:30 am and after 17:30pm; through water deeper than 30cm; through any saltwater; through sandstorms; on unregistered roads (roads with no road number starting with C,B,D); along or through river beds, dunes, beaches; over Van Zyl's Pass, to Sandwich Harbour. **DO NOT EVER:** exceed 40km/h whilst in 4x4; engage 4x4 whilst vehicle is moving; exceed 80km/h on gravel roads; leave car unguarded when parking or in case of break-down/ accident. **IMPORTANT:** Engage 4x4 in time to prevent clutch damage, check vehicle after getting stuck, check gauges/ vehicle user interface regularly. **FINE:** N\$ 1000 when smoking in car, not reporting an incident or defect irrespective of excess chosen!
All vehicles to be returned by 16:00 - N\$500 fine/ hour or part thereof.

Rental Description: (to be read in conjunction with KCH Rate sheet)

Rental Start: _____ Total Days: _____

Rental End: _____ Transfer Required: Yes /No

Vehicle Type: _____ Time & Flight: _____

Equipment includes: 2 spare tyres, standard tools, auto emergency kit, towing rope, jumper leads, shovel, water can, tracking system, fridge slide.

Camping Option: _____

Equipment includes: roof tents, gas cookers, Engel fridge, chairs, table, cooking Utensils, pots, kettle, crockery and cutlery contained in storage boxes.

Extras: _____ Extras: _____

Extras: _____ Extras: _____

Extras: _____ Extras: _____

Note! The Renter undertakes to return the vehicle and camping equipment (if any) in the same condition as received, fair wear and tear expected. Deep scratches, Burnt pots and pans, Deep cosmetic cuts are not accepted! Camping equipment is not covered by any insurance option and has to be replaced in case of loss, theft, accident, irrelevant of excess chosen.

Excess/ Insurance:

- Excess Option: 00 - Full Excess payable
01 - Half Excess Payable (from 1 rental days)
02 - Zero Excess Payable* (from 11 rental days)
03 - Zero Excess Payable* (from 1 rental days)
04 - Tyre & Glass Cover (from 11 rental days)

Excess Payable: N\$ _____

***Important Note: Fully comprehensive Insurance Options are not offered by KCH. It is important to note that irrespective of any standard or reduced excess option selected, in the case of negligence and/or failure to comply with traffic regulations and KCH Terms and Conditions, the Renter will be responsible for the ENTIRE amount to repair and/ or replace the vehicle. A comprehensive list of all items not covered are contained in ANNEXURE 1: KCH TERMS AND CONDITIONS.**

By signing below, I agree that I have read and understood all Terms and Conditions relating to the reduced excess inclusions and exclusions. Should the vehicle be stolen or highjacked, an additional excess portion of N\$ 3 000 is payable by the renter.

Signature Renter: _____ Signature Lessor: _____

NB! Damages, accidents and defects must be reported to KCH within 24 hours and police report obtained in case of accident or theft. Failure to do so may result in fine of N\$ 1000, and/ or cancellation of insurance cover, including but not limited to tyre puncture, driving through potholes, getting stuck. *The Renter will not hold Kalahari Car Hire responsible for any deaths or bodily injury - to the renter, the passengers, and/or any third party - caused and/or sustained during the period of the rental agreement.*

Damages to the clutch and/or undercarriage, and damages resulting from negligent behavior, breach of traffic rules or breach of rental terms are not covered by any insurance options.

Transport and replacement of tyres and any camping equipment is not covered. There will be a surcharge for extremely dirty vehicles and camping equipment as well as any transport to, and of the vehicle out of remote areas.

I, the undersigned (herein described as the "Renter") agree to rent from Kalahari Car Hire Operations CC (the "Lessor or "KCH") the motor vehicle (herein called the "Vehicle") which shall include (but is not limited to) all tyres, accessories, and camping equipment (if any) the vehicle is equipped with for the contract period. I have read the terms and conditions contained herein, and the Annexure 1: Kalahari Car Hire Operations Terms and Conditions, and I agree that the said terms, conditions, and particulars shall constitute a binding agreement between myself and Kalahari Car Hire Operations CC. **In case of an accident or serious damages to the vehicle, this contract will expire and no refunds will be given.**

Signature Renter: _____ Signature Lessor: _____

ANNEXURE 1: KALAHARI CAR HIRE OPERATIONS ("KCH") TERMS AND CONDITIONS

1. INTRODUCTION

1.1 These are the terms and conditions referred to in the Rental Agreement (hereinafter referred to as "The Agreement") between the Renter who signs the rental agreement (hereinafter referred to as "THE RENTER") and KALAHARI CAR HIRE CC (hereinafter referred to as "KCH"). "The Renter" includes, jointly and severally, any person or juristic person on whose behalf the agreement is signed. "Parties" refers to both the Renter and KCH. The Renter hereby warrants that all the details provided on the rental agreement are true and correct.

1.2 This agreement contains all of the terms and conditions agreed between the parties. Any variation/s and/or additions, including but not limited to any extensions to the rental period, must be reduced to writing before becoming effective and binding. "Writing" includes but is not limited to sms and emails. (If this agreement is not validly extended, the Reduced Excess options in terms of clause 9 will immediately lapse upon expiry of this agreement).

1.3 The Renter chooses the physical address furnished on the rental agreement as one of the domicilium citandi et executandi possible for the service of all notices and/or legal processes. In addition thereto, if the Renter is not a resident of Namibia, KCH shall be entitled to serve any legal process at any one or more of the addresses obtained during correspondence.

1.4 The Renter consents to the jurisdiction of the Magistrate's Court, Windhoek, or any other competent court that has jurisdiction within Namibia and agrees for KCH to recover any legal fees in Namibia on an attorney and client scale. In the event that KCH is required to institute legal proceedings in a country other than Namibia, the Renter agrees that the highest costs scale recoverable in the jurisdiction of that country shall apply to those legal proceedings.

2. THE MOTOR VEHICLE

2.1 The motor vehicle(s) hired by the Renter (hereinafter referred to as "the vehicle") is described in The Agreement (which description includes any substitute vehicle/s which may replace the original vehicle) and includes all tools, spares, accessories and equipment in and on the vehicle.

2.2 Any costs incurred due to but not restricted to repairing of damage, replacement of parts or accessories (without allowing for depreciation), replacing the vehicle (when it is damaged beyond repair), remunerating an assessor to inspect and report on collision damage, towing of the vehicle to get repair quotations in case it is damaged such that it cannot be legally driven as well as any legal costs incurred shall hereinafter be referred to as "damage/s". Any costs incurred due to but not restricted to towing, transport and storing the vehicle shall hereinafter be referred to as "recovery cost".

2.3 The Renter warrants and accepts sole responsibility for ensuring that the driver/s specified in the rental agreement (hereinafter referred to as "the driver/s"):-

2.3.1 Shall, before accepting the vehicle, inspect the vehicle and shall satisfy him/herself that it is in a good working condition and that the wheel lug torque is set to the recommended specifications;

2.3.2 After receipt of the vehicle shall, at the expense of him/herself, properly provide all necessary water, oil and petrol for the running of the vehicle, failing which the Renter shall be liable for any loss or damage as a result;

2.3.3 Shall inspect the fitting of the baby seat and satisfy him/herself that it has been properly fitted, if KCH has been requested to provide a baby seat with the vehicle. KCH will not be held responsible for any injury or death resulting from an incorrectly fitted baby seat;

2.3.4 Shall not lease, lend or otherwise dispose of the vehicle;

2.3.5 Shall not transport or load any articles/items which may cause damage to the vehicle or its upholstery;

2.3.6 Shall park the vehicle safely and securely in a secure parking area when not being driven;

2.3.7 Shall not allow any person other than the driver/s specified in the rental agreement to operate the vehicle.

2.3.8 Shall make sure that the vehicle and camping equipment (if applicable) are returned in the same condition as received, barring minimal wear and tear.

2.3.9 Obeys the terms and conditions specified under clauses 4.1 to 4.10 hereof (in the event that the driver is not the same person or entity as the Renter).

3. THE DRIVER

3.1 The Renter warrants and accepts sole responsibility for ensuring that all driver/s specified in the rental agreement:

3.1.1 Shall be the only person(s) who drive(s) the vehicle and that (s)he shall keep the vehicle keys in a safe place at all time.

3.1.2 Is in possession of an unendorsed valid driving license in English (which (s)he can produce if KCH requires to see it) and has never been denied car hire facilities or refused motor insurance. If the Driver's license is not available in English, an International Driver's License has to be submitted.

3.1.3 Does not suffer from any physical infirmity, defective vision or hearing and is neither addicted to nor under the influence of alcohol or any habit-forming or illegal drug.

3.1.4 Shall not use the vehicle for racing or any motorsport, towing another vehicle or caravan, or a competition of any kind.

3.1.5 Shall not use the vehicle for conveyance of passengers for reward.

3.1.6 Shall not drive the vehicle in a negligent manner as set out in rental agreement under point 4 and point 9 in annexure.

4. USE AND RETURN OF THE VEHICLE

4.1 The vehicle must be used and maintained in a proper and reasonable manner, within the capabilities of the vehicle and shall only be used on suitable roads and may only be used for the purpose for which it is intended, and must be returned in the same condition that it was received in, fair wear and tear excepted.

4.2 KCH will deliver the vehicle fully fueled. The vehicle has to be returned fully fueled with Diesel or Petrol. A handling fee will be charged if KCH has to refuel the vehicle. The renter shall ensure sufficient oil and water in engine at all times.

4.3 The vehicle shall not be taken outside of the Republic of Namibia without the prior written consent of KCH. The Renter must acquaint him/herself with the additional insurance, excesses and extra border crossing charges and requirements.

4.4 Unless agreed in writing, if the vehicle is not returned to any KCH depot by the agreed time and date, the Renter herewith agrees to pay the applicable daily rate as specified in The Agreement plus a N\$ 1000 late return surcharge thereon for every late day. Furthermore, if the vehicle is not returned timeously, KCH may demand the immediate return of the vehicle and claim any damages that it may suffer as a result of the late return.

4.5 KCH reserves the right on return of the vehicle to decide in its sole discretion if it is needed to carry out any repairs or replacements to the vehicle, including valet cleaning, and may carry out such repairs and hold the Renter liable for such costs, which must be paid on demand.

4.6 The Renter shall be liable for all fines, penalties and offences in terms of the Road Traffic and Transport Act 22 of 1999 and Regulations, as amended from time to time, and any other relevant Ordinances or Acts. This includes but is not limited to parking fines, traffic violations and other offences arising out of or concerning the use of the vehicle during the rental period and the Renter indemnifies KCH against all such liability. The Renter hereby authorizes KCH to disclose to any relevant authority any information, which may be required by such authority. A N\$ 500 handling fee will be charged for processing any claims or fines.

4.7 A day is a period of 24 hours or part thereof, calculated from the time recorded under "Rental Start" in The Agreement and any extensions to the rental period must be in days.

4.8 The vehicle monitoring system shall not be tampered with and if tampered with, the Renter shall be liable for all direct, indirect and consequential damages and the Renter shall forfeit all rights to insurances or waivers.

4.9 The Renter is under no circumstances allowed to convey hitchhikers and/or any persons unknown to the Renter, in the vehicle.

4.10 The Renter is not allowed to drive the vehicle negligently as set out in Rental Agreement and in item 9.5.5 in this document.

5. RATES AND CHARGES

5.1 KCH's rates include maintenance, VAT, standard insurance of the vehicle (excluding the excess payment), unlimited kilometers but excludes delivery and drop-off fees, fuel, oil, windscreen and tyre and water- and under carriage damage. Should the Renter opt for additional tyre and windscreen insurance, tyres and windscreen-damage will be covered up to 2 tyres and 1 windscreen per rental agreement. It is The Renter's duty to acquaint him/herself with and pay on demand the rental rates as agreed, as well as any applicable additional charges including, amongst other things, delivery, collection, one-way drop-off, child booster seat/s, fuel, valet cleaning, repairs, replacements, incident claim handling fee, traffic fine handling fee, reduced excess/ deposit fees.

5.2 Payment must be made by one of the following credit cards: Visa or Master Cards.

5.3 Despite the method of payment chosen, the Renter consents to KCH making any enquiries it deems necessary with any credit bureau and obtaining from and disclosing to any credit bureau, or any other person with whom the Renter has had financial dealings, any information concerning the Renter's credit profile and payment history.

5.4 KCH will charge interest on overdue amounts at a rate of 2.5% per month.

5.5 The Renter shall be personally liable for any rental in the event the tour operator or agent fails to pay any payment in terms of this rental agreement within 60 days.

5.6 It is agreed that the rental period shall not be interrupted should the rented vehicle become unusable as a result of an accident, damage/s, or a case of theft during the rental period. Under the aforesaid circumstances, KCH is also under no obligation to replace the unusable vehicle with another and/or to return the Renter to the renting location. Recovery costs of a vehicle shall also be for the account of the Renter.

6. CANCELLATION AND REPOSSESSION OF THE VEHICLE

6.1 If the Renter has furnished any incorrect information in this agreement and/or commits a breach of any of these terms or conditions and/or permits any person to drive the vehicle who is not listed as a listed driver on the rental agreement, and/or commits an act of insolvency and/or fails to satisfy any judgement within 7 days of being granted, then KCH may forthwith cancel this agreement and immediately retake possession of the vehicle without prejudice to its rights to claim the full rental charges and/or damages for breach of contract.

6.2 The Renter agrees to pay KCH any and all costs and expenses arising from any breach by the Renter of this agreement, including any legal costs on a scale as between attorney and own client

6.3 KCH reserves the right to take possession of the vehicle at any time for any reason, whatsoever.

7. ACCIDENTS AND REPAIRS

7.1 The Renter must immediately notify KCH of any accident or break down and advise if it is necessary to affect any repairs to the vehicle. KCH will attend to the towing and repair of the vehicle and the Renter shall not effect any repairs or allow any repairs to be effected to the vehicle without the prior written consent of KCH, failing which the Renter shall be liable for the cost of such repairs and any damages and recovery cost incurred or arising as a result thereof, including a N\$ 2000 fine.

7.2 In the event of a collision or accident, the Renter shall be responsible for the driver obtaining and furnishing the details of the parties involved and any witnesses to the collision or accident, and warrants that the driver shall not admit liability or guilt; shall not abandon the vehicle without making sure that it is adequately safeguarded and secured; shall immediately notify KCH and the police and shall obtain a case reference number from the police and provide this to KCH within 24 hours of the accident (please see clause 9.5) regardless of any reduced excess options taken out.

8. THEFT OF THE VEHICLE

8.1 Despite clause 9, the Renter must ensure that the driver hands the original keys to the vehicle to KCH within 24 hours of the vehicle being stolen and produce a police report and in the event of a hijacking, a police report and/or medical proof of a hijacking trauma must be produced, failing which, the Renter shall be liable for all related charges as determined by KCH in its sole discretion.

8.2 An additional excess of N\$ 3 000,00 is payable by the renter in case of theft or highjacking in neighbouring countries.

9. INSURANCE & REDUCED EXCESS OPTIONS ("RE")

9.1 KCH retains ownership of the vehicle at all times, but all risks in the vehicle transfers to the Renter from the time the driver receives the keys until the time the vehicle and the keys are returned to KCH.

9.2 The Renter may elect to take out the reduced excess option against any damage to or loss of the vehicle and/or theft of the vehicle (excluding loss or damage to personal property and/or camping equipment in or on the vehicle).

9.3 The "RE" shall cover any damage or loss to/of the vehicle (but not any other vehicle), incurred in a collision with another vehicle or animal, or person on a national (road with prefix 'B') or secondary (road with prefix 'C' or 'D') road while the vehicle is under the driver's control.

9.4 The Renter acknowledges and accepts liability for an additional charge for "RE" as reflected in the rental agreement. The Renter shall be liable for the excesses as specified in the rental agreement and the rates schedule, which are subject to clause 9.5.

9.5 Regardless of whether any form of RE has been taken, the Renter shall regardless of fault, be liable for any damage/s to or loss of the vehicle and recovery cost in the following circumstances:

9.5.1 If there has been any breach of the terms and conditions of this agreement all of which are material;

9.5.2 If such damage/s or loss is as a result of negligence in complying with any KCH speed regulations (refer to clause 11.2) , road traffic regulations (such as driving on the wrong side of the road) or road traffic warnings;

9.5.3 If the vehicle was driven on unsuitable or unregistered roads, or if such damage/s or loss occurred while there was no collision with another vehicle, or animal, or person (such as overturning of a vehicle);

9.5.4 If the vehicle was NOT driven by the Renter or another authorized driver nominated on the rental agreement;

9.5.5 If any damage/s or loss is as a result of any other form of negligence as determined by KCH in its sole discretion. In the case of negligence, the Renter will be responsible for the ENTIRE amount to repair the vehicle. Negligence is regarded as follows:

9.5.5.1 Water damage of any kind to the vehicle – engine, interior, under carriage or camping equipment as a result of driving through water, along riverbeds, and below the high tide water mark on beaches/ next to the ocean.

9.5.5.2 An accident, damage or loss was not reported to the police and KCH within 24 hours.

9.5.5.3 Driving under the influence of alcohol or any other illegal substance.

9.5.5.4 Reckless driving or driving on roads unsuitable for the vehicle, including but not limited to unregistered roads (roads that do not have a clear code starting with "B" or "C" or "D"), dune driving, and/ or beach driving.

9.5.5.5 Driving the vehicle outside the borders of Namibia without prior consent of the KCH and without a Cross Border Authorization in writing from the KCH.

9.5.5.6 All damage to the undercarriage, clutch and other mechanical or electrical parts due to excessive use, (driving in deep water, getting the vehicle stuck in mud or thick sand, speeding in 4x4, attempting extremely rough roads, or burning the clutch) will be paid for by the Renter.

9.5.5.7 Not maintaining a safe following distance on tarmac as well as on gravel roads.

9.5.5.8 Stopping on any thorough fare, road surface, eg. to take a photograph.

9.5.5.9 Backing up into any obstacle or other vehicle.

9.5.5.10 Driving the vehicle on national, regional or district roads before sunrise or after sunset.

9.5.5.11 Damage to any part of the vehicle, due to theft of an item left unattended inside the vehicle cabin.

9.5.5.12 Damages sustained due to driving through sandstorms or sandblasting of vehicle body.

9.6 The Renter indemnifies KCH 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 by The Renter or any person that The Renter allows to access the vehicle.

9.7 KCH 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 KCH, its agents or employees. KCH accepts no liability for delays in consequence of break down or any other circumstances.

9.8 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.

9.9 The reduced excess options mentioned in clause 9 do not cover or apply to: claims arising from injuries received by driver and/or passengers of the vehicle; damage or destruction of property owned by, rented to (including camping goods rented by KCH) or goods the Renter or driver is in charge of or transported by The Renter or driver.

9.10 The damages stated in clause 9.9 will be charged to The Renter's credit card. If The Renter or driver has been negligent, The Renter shall pay the retail value of the vehicle. In the case of theft or an accident where only the vehicle stated in this contract is involved, The Renter shall be liable for recovery costs and damages of the vehicle and also be liable for the full payment of the rental period as initially agreed on in this contract.

9.11 The Renter agrees to sign the "Accident/ Claims Report" when returning the vehicle or, in case the vehicle is replaced by another vehicle, agrees to sign the "Accident/ Claims Report" of the vehicle to be replaced, before receiving another rental vehicle. Should the damages not be clear at time of receiving the replacement vehicle, the damage report has to be signed after assessment.

9.12 In case of damages to the vehicle The Renter accepts the assessment of any Official Dealer of

that make of rental vehicle and/or the assessment of any Independent Assessing Services/Loss Adjuster, even when the "Accident/ Claims Report" has not been signed by the Renter for whatsoever possible reason (dispute, unattended vehicle return, etc)

10. AGREEMENT TO FURNISH SECURITY

10.1 In the event of a collision or accident the Renter agrees that as soon as the damages to the vehicle have been assessed and confirmed by an Independent Loss Adjustor / Independent Assessing Service or Official Dealer in the manner provided for in this agreement the Renter shall, within 24 hours, furnish KCH with either one of the following:

10.1.1 Proof of an asset owned by the Renter and located in the jurisdiction of Namibia with a net worth of not less than the assessed damages of the vehicle; or
10.1.2 Transfer of an amount of money into a trust bank account designated by KCH equal to the assessed damages of the vehicle;

10.2 The Renter agrees that:

10.2.1 any asset/s identified by the Renter in terms of clause 10.1 of this agreement shall immediately be placed in the possession of KCH and shall remain in possession of KCH; and
10.2.2 any amount of money transferred to KCH by the Renter shall remain invested in the trust account designated for that purpose until such time a court of competent jurisdiction, including any appeal to a higher court, has decided on the liability of the Renter for the damages suffered by KCH as a result of the collision or accident. Should such a court find that the Renter is liable to pay the damages to KCH the asset/s or monies shall serve as security for the recovery and satiation of these damages.

10.3 And any failure by the Renter to perform either of the obligations set out in paragraphs 10.2.1 or 10.2.2 hereof shall be understood to mean that the Renter does not have sufficient realisable assets in Namibia to satisfy any claim for damages resulting from the accident or collision. In the event that the Renter does not have such assets, the Renter herewith agrees:
10.3.1 that the amount of damages so assessed shall constitute prima facie proof of the amount of damages suffered by KCH as a result of the accident/ collision; and
10.3.2 The Renter irrevocably consents to KCH debiting from the credit card (Visa or Master) an amount of money equal to the amount of damages suffered by KCH as so assessed upon KCH furnishing the applicable bank with proof of the assessed damages and this agreement.

11. CONDITIONS OF HIRE

11.1 KCH reserves the right to replace the vehicle/s with a similar vehicle in the event the original vehicle become immobilised. The Renter shall be liable for fuel usage and stamp duty and for all extras requested by international or local authorities

11.2 KCH speed regulations:

- 11.2.1 within all city/ urban limits and in National Parks: maximum 60 km/hr.
- 11.2.2 all gravel roads: maximum 80 km/hr (KCH speed regulations do overrule road signs indicating 100 km/hr).
- 11.2.3 all tarred roads: maximum 120 km/hr.

I, the undersigned (herein described as the "Renter") have read and understood ANNEXURE 1: KALAHARI CAR HIRE OPERATIONS TERMS AND CONDITIONS

Date: _____

Signature Renter: _____

Renter Name (in print): _____

TECHNICAL ASSISTANCE & RISK:

WITHIN NAMIBIA:

Areas with no or limited back-up, where technical back-up cannot be arranged within 24 hours:

Kaokoland, Khaudom, Bushmanland, Caprivi, and any other "outlying" or hard to reach areas.

Off-road driving (any unregistered road), Kaokoland, Khaudom NP:

On complete own responsibility. The Renter is liable for all costs resulting from damages (including damages from getting stuck), tow-ins, breakdowns, transfers, and repairs (repair cost in case of a mechanical breakdown will be covered).

Strictly not allowed:

Dune Driving (irrelevant where) and van Zyl's Pass. (No backup at all will be provided. The Renter is liable for all costs resulting from damages, tow-ins, breakdowns, transfers, and repairs.)

OUTSIDE NAMIBIA:

All areas outside of Namibia have no or limited back-up, meaning technical back-up cannot be arranged within 24 hours.

Enter on complete own responsibility:

Botswana National Parks and surrounding areas, e.g. Chobe NP, Moremi NP, Central Kalahari NP, Kgalagadi NP, Nxai Pan NP, Madgadikdagi NP, Khutse GR. Back up can be provided through third parties only.

The Renter is liable for all costs resulting from damages, tow-ins, breakdowns, transfers, and repairs.

Repair cost in case of a mechanical breakdown will be covered, but tow-in costs from place of break-down to closest town in Namibia will be for renter to pay.

I, the undersigned (herein described as the "Renter") have read and understood the above with regard to Technical Assistance & Risk.

Signature Renter: _____

ANNEXURE 2: VEHICLE CONDITION

General Information:

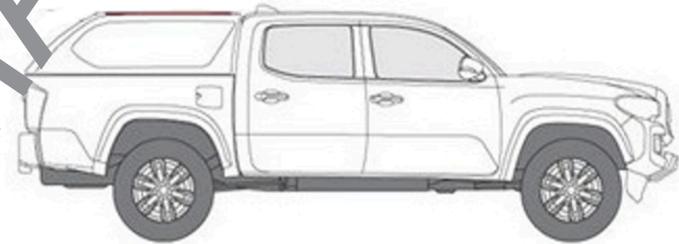
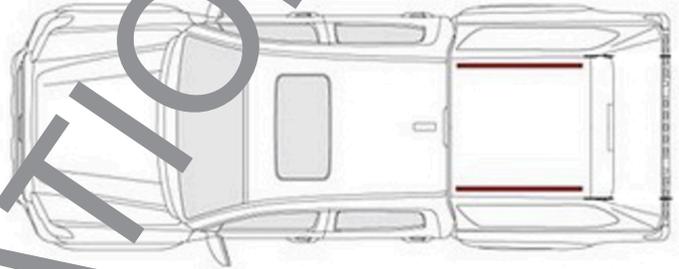
Registration: _____

Kilometers: _____

Vehicle Status - Rental Start:

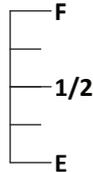
Mark damages with the following:

- D - Dents
- C - Chips
- X - Other
- S - Scratches
- R - Rust



Notes/ Remarks:

Fuel Level - Rental Start:



By signing below, I agree that I have checked and noted all existing dents, damages and scratches on the exterior of the vehicle as well as the windscreen and the interior of the vehicle. I agree to take full responsibility in returning the vehicle in the same status, fair wear and tear expected:

Checked: Yes /No Initial: _____

CAMPING:

By signing below, I agree that I have checked and noted all camping equipment and the operations of the tents and/or fridge/freezer were explained to me and I fully understand these. I agree to take full responsibility in returning the camping equipment in the same status, fair wear and tear expected:

Checked: Yes /No Initial: _____