

**STANDARD TERMS AND CONDITIONS OF RENTAL**  
(As Mentioned In the Rental Contract)  
**THESE ARE IMPORTANT CONDITIONS LIMITING YOUR RIGHTS AND SHOULD BE READ CAREFULLY**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this agreement unless the context indicates otherwise:

- 1.1.1 "Additional driver" means the person who, in addition to the driver, is reflected on the Rental Agreement as being duly authorised by the company to drive the vehicle;
- 1.1.2 "Claims Administration Fee" means an administration fee charged in all instances where a claim needs to be processed in respect of any damages whatsoever, loss of or theft of the vehicle, as reflected in the note to the Rental Agreement;
- 1.1.3 "Company" means; Namibia2Go a Division of Gondwana Collection Namibia (Pty) Ltd, Registration Number 2017/0459, duly authorised in terms of the laws of the Republic of Namibia and includes its licensees, sublicensees and agents;
- 1.1.4 "Damage(s)" (in relation to the vehicle and/or Third Party Damage) means the actual costs in towing, transporting and storing the vehicle, repairing any damage (including tyre and rim damage), replacing parts or accessories (without allowing for depreciation), paying an expert to inspect collision damage and report thereon, and reimbursing such expert (an invoice, job card or quotation produced by the company will be seen as proof of any such expenditure) or any other charges incurred related to an incident of whatsoever nature, and includes a total loss when applicable;
- 1.1.5 "Day" means a period of 24 hours (or any part thereof), calculated from the time out as reflected on the Rental Agreement;
- 1.1.6 "Driver" means such person who is reflected on the Rental Agreement as being authorised by the Company to drive the vehicle;
- 1.1.7 "Extended Period" means any extension of the rental period beyond the agreed return date or time reflected on the Rental Agreement and authorised by the Company;
- 1.1.8 "Fuel Costs" means the costs incurred to refuel the vehicle to a full tank;
- 1.1.9 "Liability" means and includes both the amounts reflected in the Rental Agreement relating to the amounts due and payable (non-waiverable amount) in the event of damage, loss and/or theft and any third-party loss or damage where Waivers are declined;
- 1.1.10 "Rental Agreement" means the entire Rental Agreement issued by the Company to the Renter including the damage report form and these standard terms and conditions. Once the Renter has signed the Rental Agreement it will have the effect of a legal binding agreement between the parties;
- 1.1.11 "Rental Overdue Administration Fee" means the applicable amount charged to the Renter in the event that the vehicle is not returned by the Renter to the Company at the agreed date and time at the expiry of the rental period;
- 1.1.12 The "rental period" means the period between the date when the vehicle is taken by the Renter and the termination date and time as specified on the Rental Agreement or if such period is extended, the time and date entered on the Company's records;
- 1.1.13 The "Renter" means all of the persons whose names appear on the Rental Agreement as Renter, Driver or Additional Driver and who have produced a valid unendorsed driver's license to the Company's rental agent and if and where required, their identity/passport documents;
- 1.1.14 "Third Party Damage" means any claims made by a third party in respect of Damages or loss that the Renter has actually or is alleged to have caused to the property or vehicle of a third party;
- 1.1.15 The "vehicle" means the vehicle described in the Rental Agreement including all keys, tyres, tools, equipment, accessories and documents in and on the vehicle when the Renter takes delivery of the vehicle and includes any replacement for the vehicle which has been officially authorised by the Company, whether or not such replacement was authorised or approved by the Renter;
- 1.1.16 The "total loss" (in relation to a vehicle) means –
1. (a) Damages (see clause 1.1.6.) where the estimated costs of repairs is such that the vehicle is in the sole and absolute discretion of the Company uneconomical to repair; or
  2. (b) When the vehicle is stolen and/or lost; the amount of the total loss will be the retail value as reflected in the Mead & McGrouther's publication or if not reflected therein, the price of a new vehicle, as supplied by the manufacturer, as at the date of loss, less any salvage;
- 1.1.17 "Traffic Fine Administration Fee" means an amount levied by the company as determined by it to administer any traffic fine(s) incurred by the Renter whilst renting the vehicle as set out in the note to the Rental Agreement;
- 1.2 The singular shall include the plural and visa versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and visa versa.

**2. RENTAL OF THE VEHICLE**

The Company rents the vehicle to the Renter, who hires the vehicle subject to the terms and conditions as set out herein. The Renter will be bound by these terms and conditions, whether he was driving the vehicle or not.

**3. DELIVERY OF THE VEHICLE**

- 3.1 Delivery of the vehicle takes place at the time the Renter takes possession of the keys
- 3.2 The vehicle shall be deemed to have been delivered in good order and without any damage to amongst other things the paintwork, upholstery and accessories (unless such damage is recorded in writing and signed by both parties under 'vehicle condition report' on the Rental Agreement). Any damage not so recorded will be for the account of the Renter.

**4. USE OF VEHICLE**

- 4.1 The vehicle may only be utilised for the rental period or any extended period.
- 4.2 The Renter agrees that any extension so noted on the Company's records would correctly reflect such extended period.
- 4.3 The vehicle may only be driven by the Renter, Driver or Additional Driver.
- 4.4 During the rental period, the vehicle may not be used: (1) for the conveyance of passengers and/or goods for payment; (2) to propel or tow any other vehicle (including any caravan or trailer unless authorised by the Company in writing); (3) to transport goods in violation of any customs laws or in any other illegal manner; (4) in any motor sport or similar high risk activity; (5) beyond the borders of Namibia unless authorised by the Company in writing; or (6) in any area where there is or may be a risk or incidents of civil unrest, political disturbance or riot or any activity associated with any of the mentioned;
- 4.5 The Renter, Driver and/or Additional Driver shall make adequate provision for the safety and security of the vehicle including but not limited to that, the vehicle shall (1) be kept properly locked; (2) secured and immobilized
- 4.6 The Renter will make sure that the keys of the vehicle are under his control at all times.
- 4.7 The Company will at all times remain the owner of the vehicle.

**5. RETURN OF THE VEHICLE**

- 5.1 The Renter shall return the vehicle, at the Renter's expense to an authorised representative of the Company on the agreed return date, time and at the agreed renting location reflected on the rental agreement.
- 5.2 The Renter acknowledges that failure to return the vehicle in terms of the agreement shall constitute unlawful possession by him, and the Company may repossess the vehicle wherever it may be found and from whomsoever is in possession thereof. Any costs incurred in recovering the vehicle as well as the cost of any additional rental days, will be for the account of the Renter.
- 5.3 Should the vehicle not be returned as indicated in 5.1 above, any insurance cover becomes null and void for the entire contract period.
- 5.4 Should the vehicle not be returned as indicated in 5.1 above, the vehicle may be reported as stolen to the relevant authorities.
- 5.5 The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.
- 5.6 If the Renter returns the vehicle to any renting location of the Company, the renter shall:
- 5.6.1. Ensure that the vehicle is properly locked and secure; and
  - 5.6.2. Hand the keys to an authorised representative of the Company or leave the keys in a drop safe provided at the offices of the Company, in the event that the offices are not open for business.
- 5.7 The vehicle and all risk relating to the vehicle will remain the responsibility of the Renter until the Company has recorded the return of the vehicle.

**6. THE RENTER/DRIVER**

- 6.1 Irrespective of what else this Rental Agreement states, the vehicle may not be driven for the duration of the Rental by any person under the age of 23 and/or who has not been in possession of a valid driver's license for 1 year.
- 6.2 The Renter warrants that (1) the vehicle will never be driven by any person whose blood alcohol concentration exceeds the limit permitted by any law or regulation, (2) or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance, (3) every driver of the vehicle will have a valid unendorsed driver's license to drive the vehicle, (4) will comply with all applicable laws and (5) will comply with all of the provisions of this Rental Agreement.
- 6.3 If the vehicle is driven by anyone other than the Driver and/or Additional Driver (irrespective of which other rights or remedies the Company may have), the Renter shall remain liable for all of his obligations in terms of this Rental Agreement as if he has been driving the vehicle
- 6.4 The Renter warrants that (1) he is entitled and authorised to enter into this Rental Agreement, (2) that all particulars given to the Company and/or recorded on the Rental Agreement are true and correct.

**7. RENTAL RATES AND CHARGES**

- 7.1 The Renter shall be liable for all fines, penalties and similar expenses including but not limited to parking, traffic and other offences, as a result of the use of the vehicle during the rental period and the Renter accordingly indemnifies the Company against all such liability;
- 7.2 Equipment such as camping equipment, GPS, baby seat etc will be subject to the Company's standard terms and conditions of rental with a maximum liability of N\$ 5000.00 in the event of loss or damage.

**8. PAYMENT**

- 8.1 The Renter will not be allowed to deduct or withhold payment of any amounts due in terms of this agreement for any reason whatsoever;
- 8.2 The Renter remains liable for payment of any and all amounts due which are not paid or settled in full by the issuer of the card.
- 8.3 If the Company has agreed to accept payment from the Renter by credit card or charge card specified on the Rental Agreement, the Renter's signature on the Rental Agreement will constitute authority for the Company to obtain authorisation and/or payment. The signature will also constitute authority for the issuer of the card to debit him with the total amount due to the Company (including but not limited to any damages or loss suffered by the Company).
- 8.4 In the event that the Renter returns the vehicle to the Company before the date due on the Rental Agreement, the Renter shall pay either the usual rates and charges applicable to the period and/or kilometres actually used, or the rates and charges as if the full rental period and/or kilometres occurred, at the sole but reasonable discretion of the Company.
- 8.5 In the event of an accident and/or if the vehicle is stolen and/or lost, the amount of the damages, the total loss as suffered by the Company or the amount reflected on the Rental Agreement is payable on such terms as imposed by the Company at its sole but reasonable discretion.
- 8.6 If any amount is not paid on due date, the Company may without prejudice to any rights it may have and subject to the provisions of the applicable Namibian legislation charge interest on the overdue amount.

# NAMIBIA 2 GO

## Dear Namibia 2 Go Client

Thank you for choosing our company for your well-deserved vacation. We hope you enjoy your stay in our beautiful country and have a safe journey. For your safety we would like to give you some important hints and tips for the vehicle you are driving:

1. The Rental Vehicle is fully Insured.
2. An amount of N\$ 2 500.00 will be blocked on your Credit Card for fuel. If the Rental Vehicle is Returned full the amount will be released.
3. In case of an accident or any problems please contact us immediately and file a police report. DO NOT email us, rather call on +264 81 145 8202. (SMS and What's App)
4. Switch your headlights on when driving on any road at any time (tar and gravel).
5. Please do not leave anything visible in the vehicle.
6. If you wish to extend your existing rental agreement, phone Namibia 2 GO 48 hours before agreement expires.
7. **Speed limits:**  
60km/h in town  
80km/h on gravel roads (Do not exceed speed of 60 – 80 km/h on gravel roads)  
120km/h on tarred roads
8. **Fortuner Tyre pressure:** Front: 2.00 k.p.a  
Rear: 2.00 k.p.a  
Please deflate your tyres when driving on gravel road and in soft sand to a minimum of 1.80 k.p.a to all four tyres. Inflate tyres to the original 2.00 k.p.a when leaving gravel road or soft sand. Check tyre pressure regularly.
9. Should you purchase a Tyre or pay for a Tyre repair always bring us the receipt so we can refund you. No limitation of liability chosen covers Rim damage. The full cost of any such damage will be recovered from the renter.



10. No limitation of liability chosen covers water damage. I.e. driving through any water (flowing or stagnant) causing engine damage, electrical system, gearbox or any other mechanical damages. The full cost of any such damage will be recovered from the renter.
11. Vehicles may not be taken over the boarder without prior permission. A Letter of Authority must be issued by Namibia 2 Go.
12. Only the drivers that have signed on the rental agreement are allowed to drive the vehicle.
13. We suggest not travelling at dusk or dawn, due to animals crossing the road.
14. When parking/stopping next to the road, make sure you are clearly visible to other cars. Avoid stopping on blind rises, corners etc.
15. The Vehicle is fitted with a tracker, when you drive over the speed limit a warning sound will go alert you.