

RENTAL AGREEMENT - TERMS AND CONDITIONS

1. INTERPRETATION

Camping Car Hire referred to as 'the lessor', rents to the renter (referred to on the previous page, hereinafter referred to as 'the renter'), who hires the vehicle/s and accessories (hereinafter referred to as 'the vehicle') on the terms and conditions of this agreement.

2. TERMINATION, DELIVERY AND RETURN

Notwithstanding anything to the contrary anywhere else in this agreement, the lessor may terminate it at any time by giving notice to the renter, whereupon the renter shall return the vehicle to the lessor forthwith. The renter shall take delivery of the vehicle at the renting location. After delivery, the vehicle shall be deemed to have been received in good order. The renter shall return the vehicle of the lessor, together with all its accessories, spare parts, tools, equipment and documents, all in the same condition as received, fair wear and tear accepted, at the agreed return date/time specified, or if this agreement is terminated at any time or for any reason before then, then immediately after such termination.

3. USE OF VEHICLE

The vehicle may not be used or driven: faster than 80km/h on gravel roads, 120km/h on tarred roads outside urban areas or 60km/h inside urban areas; for the conveyance, whether of passengers or goods, for reward; to propel or tow in contravention of any law any other vehicle, including any caravan or trailer unless authorized by the lessor; to transport goods in violation of any law or in any other illegal manner; in any motor sport; by any person who has given the lessor false information; beyond the borders of Namibia unless authorized by the lessor in writing; on any roads or in any area specified by the lessor; or in any area where according to the Namibian police or security forces there is or may be war or incidents of civil unrest. The renter shall keep the vehicle properly locked and secured when not in use. Failure by the renter to return all keys of the rented vehicle/s to the lessor in case of theft shall make the renter liable for the full loss the lessor may suffer as a result of the theft. Special conditions: The renter is not allowed to drive the rented vehicle below high-tide watermark at all, or through any wet saltpan, water pools, dunes or sandstorms.

4. THE DRIVER

The vehicle may not be driven by anyone other than the renter himself or anyone specified as an additional driver at an additional charge. The renter and any additional driver shall produce a valid passport a valid passport and driver's licence, both to the satisfaction of the lessor. The renter warrants that in any event the vehicle will not be driven by a person whilst under the influence of any intoxicating liquor or of a drug or drugs and that every driver of the vehicle during the rental period will have a valid licence to drive the vehicle. The renter shall at all times be personally liable for all actions of the driver and will comply in all respects with the provisions of this agreement.

5. RENTAL CHARGES

The rental charges payable by the renter for the use of vehicle, accessories and optional equipment shall be: a rental calculated for the whole of the rental period at the rates and on the basis specified in the agreement with the renter; all other charges for the services or benefits opted for or utilised by the renter as agreed (such as but not limited to miscellaneous charges, collision damage waiver-excess, refuelling charge where vehicle is returned with less fuel than when rented), each of which shall be calculated at the rates and/or on the basis specified in this agreement; all taxes levied on any amounts payable by the renter. It is hereby recorded and agreed that the rental payable is calculated on a 24 hour basis and the renter shall be liable for the full daily rate on every 24 hour cycle or part thereof. The excess will be accepted in the form of signed credit card voucher (in the case where no excess is payable, a blank credit card voucher) which is returnable if there is no damage, loss or accident. In the latter event, the renter hereby authorises the lessor to utilise the signed credit card voucher to pay for any amounts which are payable by the renter to the lessor in terms of this agreement. All accounts are payable on presentation. In determining the rental charge, the rental is calculated from the date the vehicle is collected until the agreed return date, the date on which the vehicle was actually returned. It is agreed that the rental period shall be interrupted should the rented vehicle become unusable as a result of an accident or a case of theft during the rental period. Under the aforesaid circumstances, the lessor 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. Additional hired camping equipment is not insured.

6. EXEMPTIONS

The lessor 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 of or damage to any property transported or left in the vehicle; for any indirect damages, consequential loss, loss of profits or special damages of any kind or any breach of this agreement, or arising out of any cause whatsoever, including but not limited to loss resulting from the negligence of the lessor, its agents or employees. The lessor accepts no responsibility for delays in consequence of breakdown or any other circumstances.

7. INSURANCE/WAIVER

The vehicle is insured in terms of the provisions of the Motor Vehicle Accident's Act. Act 30 of 1990 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.

Subject to the renter or driver: not being negligent, not breaching any provisions of this agreement nor having driven the vehicle or used it in contravention of any provisions of this agreement; having immediately reported to the lessor any damage, accident, breakdown or theft involving the vehicle or accessories; having immediately delivered to the lessor every demand, notification, summons or process received relating to any claim, action or prosecution in connection with any collision or occurrence involving the vehicle; having refrained from admitting liability for any claim or assisting any claimant in regard thereof; having co-operated with the lessor and its insurer in the investigation and

defence of any prosecution, claim or action; not having used the vehicle negligently; having made reasonable provision for the vehicle's safety and security, the renter shall be responsible for a first amount (excess) in respect of the vehicle as well as damage to windscreens and tyres, such amount applicable to the vehicle hired by the renter will be displayed on the then current tariff card published by the owner from time to time. The renter may however accept additional cover to limit his liability for damage as provided for hereinafter. In respect of this additional cover, it is a condition of this agreement that the renter warrants that: neither he nor any other person who to his knowledge will drive the vehicle: has defective vision; ever had an epileptic fit; been convicted of any offence connected with the driving of any motor vehicle; or had any driver's license endorsed or cancelled.

The following additional cover may be accepted:

7.1 EXCESS WAIVER

If this cover is accepted, the lessor waives his right with regard to the renter's responsibility to pay an excess in respect of the vehicle, this being subject to the exclusions contained in this agreement.

7.2 WINDSCREEN AND TYRE WAIVER

If this cover is accepted, the lessor waives his rights with regard to the renter's responsibility to pay for damage to windscreens and/or tyres of the vehicle, this being subject to the exclusions contained in this agreement.

7.3 COMPREHENSIVE COLLISION DAMAGE WAIVER

Acceptance of this cover includes cover for damage occurred on tarred, sand, gravel and untarred roads and damage where no other vehicle, person, animal or object is involved. If this cover is accepted, the responsibility of the renter will be waived in full, subject to the exclusions contained in this agreement.

The lessor has in addition to the aforesaid covered the vehicle under the insurance policy for loss of and/or damage to property of third parties but excluding goods conveyed in the vehicle.

subject to compliance with the warranties in the above and subject to the provisions of clause 3 and 7.1, the renter shall be responsible for a first amount (excess) in respect of the vehicle, and such amount applicable to the vehicle hired by the renter will be displayed on the then current tariff card published by the lessor.

The said additional cover does not cover or apply to: claims arising from injuries received by passengers of the vehicle; damage or destruction of property owned by, rented to or goods the renter or driver is in charge of or transported by the renter or driver; tyres; damage to the vehicle's undercarriage. If the renter or driver has been negligent, the renter shall pay the real value of the vehicle. In the case of theft or an accident where the vehicle stated in the contract is involved, and subject to clause 7.2, the renter shall be liable for recovery costs of the vehicle and also liable for the full payment of the rental period as initially agreed on in this contract.

8. GENERAL

The renter shall be liable for all fines, penalties and the like (including all legal costs incurred by the lessor to its attorneys in accordance with their usual charges at the time) for parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the rental period, and the renter accordingly indemnifies the lessor against all such liabilities. In the case the lessor has to handle such fines or charges, an additional NS150.00 handling fee shall be charged. This agreement shall be governed in all respects by the Laws of the Republic of Namibia. No agreement varying from any of the provisions of this agreement shall be binding unless it is recorded in writing and signed by or on behalf of the renter and a director of the lessor. The renter shall not be entitled to cede any of his rights under this agreement or to sub-let or part with possession of the vehicle, its tools or equipment or any part of it. If the lessor institutes any legal proceedings against the renter to enforce any of its rights under this agreement it shall be entitled to recover from the renter all the legal costs it occurs to its own attorneys in accordance with their then usual charges and assessed as between attorney and client. If the renter enters into this agreement on behalf of any principal, including any disclosed principal, he shall be personally liable jointly and severally with his principal. The parties agree that any legal proceedings arising out of or in connection with this agreement may be instituted in the Magistrate's Court irrespective of the amount involved and for the purpose of such proceedings the renter chooses domicilium citandi et executandi at the local address given on the previous page. The renter shall be liable for any machine/body damage deliberately caused to the vehicle by the renter or the drivers.

CONDITIONS OF HIRE

1. Minimum age for renters and authorised drivers is 23 years. Exceptions can be arranged at double driver charge and no option for reduced excess. Please enquire.
2. Valid driver's license and passport or ID must be produced by the renter or any additional driver.
3. All rates include maintenance and motor oil, but not include fuel, tyres, windscreens and headlamps.
4. We reserve the right to substitute vehicles reserved with a similar vehicle should vehicle/s reserved not be available at the time of hire.
5. No vehicle may be taken outside Namibia without prior arrangement.
6. The renter is liable for fuel usage and stamp duty on vehicle and for all extras requested. The renter has to provide us with an excess as indicated in the tariff cards where applicable.
7. Rental beyond the originally agreed date of termination must be arranged two (2) days before completion of the agreement.
8. Vehicles are hired subject to standard Rental Agreement (RA).
9. In the event of an accident, a report must be made to the nearest Police Station and a police report number obtained. Also, contact CCH immediately and get written details from party involved.