TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

INTERPRETATIONS

* The lessor - Bushlore cc CK 2001/052 340/23
* The lessee - all persons whose names and domicillium appear as such on the face hereof
* The rental period - the rental period shall commence and end at the days stipulated as such on the face hereof. The end date will be extended until the vehicles is not returned to the lessor for whatever reason and will include, in the case of Collision Damage, the date until which repairs are completed, in the case of theft, the date until which the lessor is paid all monies due in terms of this contract, and in case of total loss, the date until which the vehicle is declared as such.

1. RENTAL

1.1 the lesson rents to the lessee the vehicle with all the accessories, equipment, spares and tools as contained in or on the vehicle. The equipment checklist may specify only some of the accessories, equipments, spares and tools and will not necessarily be a complete list.
1.2 The rental period as started on the face hereof will include the extended periods as described herein without prejudice to the lessors rights to claim damages or any other right in respect to this agreement.
1.3 The lessor serves the right to terminate this lease agreement at any time during this rental agreement in its sole discretion and for whatever reason and to take possession of the vehicle without necessarily having to let the same or an alternative vehicle under this or a new agreement.
1.4 The lessee agrees to pay to the lessor the rental amount plus all other charges, which may arise from this agreement.
1.5 The rental amount will be calculated as follows:
The day charge is the daily rate and the excess waiver insurance applicable, calculated on a 24 hr basis. Vehicles including camp equipment are charged on a day to day basis irrespective of time.
Kilometre charges are calculated from Lessors depot to depot.
The kilometre charges will be the kilometre rate multiplied to the kilometre driven less and free kilometres. The odometer readings of the vehicle will suffice as kilometre drive. If the readings cannot be taken for any reason, the lessor may use any other fare and reasonable method to calculate kilometres driven. The lessee will be obligated to assist in this regards.
Other charges will include any other insurance excess and loss or damage to any equipment, accessories, spares and tools.
All fines and penalties incurred during the period are for the renters own account. A fine administration fee will be charged. Loss of keys will result in an applicable charge being levied. A valet charge may be levied on dirty vehicles.
Any other offences and legal costs (including the lessor attorney client costs) arising out of the lessees use of the vehicle during the lease period of the renters account.
1.6 The renal amount and all other charges, together with taxes, levies or any other charges by law, are due and payable on demand or termination of this agreement. The lessor reserves the right not to hand over deliver a vehicle unless payment and/or a security deposit are made.
1.7 The lessor or its agents are hereby authorised in rem saum by the lessee to complete any signed voucher and to claim all monies outstanding thereon. The lessor or its agents will also have the right to after the amount for a bona fide error.
1.8 The lessee will not be able to terminate this agreement prior to the end of this rental agreement without the written approval of the lessor and if such approval is granted the lessee will not be able to claim a reduction, remission, or refund for early termination.

2. AVAILABILITY

2.1 Certain groups and/or models may not be available at a particular branch, models are subject to availability.
2.2 The vehicle group models on our fleet may be altered without notice. The lessor reserves the right to substitute vehicles reserved with a similar vehicle or upgrade the vehicle reserved not be available at time of hire.

3. USE OF THE VEHICLE

3.1 The lessee shall care for the vehicle prudently and shall ensure that there is sufficient engine coolant, oil, fuel, tyre pressure and that the wheels are properly aligned.
3.2 The lessee shall ensure that the vehicle is secured and protected, that the alarm or any security devices are activated at all times and be kept in a secure place when the vehicle is not in use.
3.3 The lessee shall drive the vehicle on public roads or 4 x 4 tracks. The vehicle is not allowed to be used for full off road use. The lessor reserves the right, at its sole discretion, to restrict the vehicle to be driven in certain areas due to adverse roads or weather conditions and political.
3.4 The lessee shall not use the vehicle in a manner or in a place that will directly or indirectly allow the vehicle to be placed in any risk whatsoever other than its intended use and design.
3.5 the lessee shall use the vehicle only in the country in which it was hired and will not take the vehicle outside without prior written consent of the lessor or agent
3.6 The lessee shall not sublet, lend or allow the vehicle to be driven by any other person than the specified divers on the face hereof.
3.7 the lessee shall return the vehicle to the lessors premises, or its agents premises on time, as stipulated on the face hereof, at the termination of this contract and for its service at intervals of ten thousand kilometres or two months, whichever occurs sooner.
3.8 The lessee will not permit any of the named drivers or any other person to drive the vehicle under the influence of alcohol above the legal limit or any other intoxicating substance of without a valid driver's license or by anyone under twenty three years of age.
3.9 The maximum wading height on the vehicle is 500mm water depth: any damage caused by water induction or deep-water crossing will be the hirer's responsibility and is not covered by the insurance or he vehicle manufacture's warranty.
3.10 The vehicle/s are fitted standard from the manufactures with a water temperature gauge.
3.11 The manufacturers standard warranty conditions and expertise apply regarding mechanical failure and cause thereof.
3.12 Drivers age
A valid unendorsed drivers license must be produced by the driver or any authorised additional drivers at the time of rental.
The drivers license must have been valid for a minimum of 5 years
The minimum age for drivers is 23 years. Special permission must be obtained from the lessor for younger drivers to be authorised by the insurers.
4.Risk
4.1 The lessor will not be held responsible for any damages and liability to the lessee for whatever reason, whether negligently or otherwise, for any defect of whatever nature in the vehicle at the time of hire or which may become defective during the lease period.
4.2The lessee absolves the lessor against any claims whatsoever, whether by omission or neglect on the part of the lessor, if the vehicle becomes unfit for use from whatever reason.
4.3 The lessor makes no warranties in any regard to the vehicle including the fitness for any purpose, defects, state of repair, performance or capabilities of the vehicle.
4.4 the lessee accepts full responsibility and risk of the with all accessories, equipment, spares and tools contained in our vehicles on receiving the keys. Such a risk will only expire when the vehicle and all the accessories, equipment, spares and tools as contained in the vehicle are turned on termination of this agreement to the lessor or, its agents in good stead (fair wear and tear expected)
4.5 the lessee accepts delivery of the vehicle at the time and place recorded on the face hereof and waves any claims against the lessor for the vehicle not being on time except to demand refund and to terminate the contract.
4.6 Should the vehicle not be returned on time, it will be assumed that the intention is to deprive the lessor of ownership, occupation and possession of the vehicle, unless the contrary is proven.
4.7 Should the vehicle be involved in an accident or is stolen, the lessee shall, as in accordance with the applicable laws of the country, duly report the matter to the necessary police and/or authorities and obtain a case no. for the lessor information and future record within a period of 24 hrs furthermore, the lessee will be obliged to assists in the future.
4.8 The lessee indemnifies the lessee or agents against any damages to anyone including any third party for damages, claims or losses resulting from bodily injury, death, destruction of property or whatever cause resulting from the use of the vehicle or from an accident.

5. LIABILITY FOR LOSS/DAMAGE

5.1 the lessee is liable for all loss and damage incurred by the lessor as a result of this agreement and will include specifically losses and/or damages from an accident, collision, or theft of the vehicle and all accessories, equipment, spares and tools as contained in the vehicle, subject to the following :
Excess determined be applicable and/or alternative choice of waiver.
Subscription fees paid in respect of waiver
Payment of excess waiver insurance as stated on the face hereof and
Compliance and fulfilment of the terms and conditions of this agreement by the lessee
5.2 The liability will extend to the value of repair or replacement of the vehicle and all accessories, equipment, spares and tools as contained in the vehicle.
5.3 In calculating the value of replacement of the vehicle the cost will be the full retail price of a new vehicle if the vehicle is less than one year old or the retail price quoted in the "Auto Dealers Guide" the accessories/equipment/spares and tools are contained in or on the vehicle will be the value of replacing the items as new.

6. INSURANCE

This insurance is underwritten by Paradigm insurance company.
6.1 Acceptance of standard cover in respect of collision damage waiver and theft loss waiver is compulsory upon the lessee in terms of company policy.
6.2 Excess in respect of collision damage waiver and theft loss waiver cover is determined according to applicable brochure rate for the period concerned.
6.3 Acceptance of cover in respect of Super Collision Damage waiver (CDW1 or CDW2), as an alternative to standard cover of collision damage waiver and theft loss waiver, will render the lessee liable for a lower insurance excess as specified on the front page of this rental agreement.
6.4.Insurance does not cover loss or damage due to carelessness or negligence. Cigarette burns to seats, standing on bonnets to open tents etc are not covered by insurance. equipment losses are not covered by insurance.
6.5 Standard Cover and CDW1
Does not cover, damage and or loss sustained:
As a result of lessee or driver negligence
In the situation where no vehicle/animal or object was involved provided that it is shown that such event was caused by the lessee and/or drivers fault or neglect. A double excess applies to a single vehicle accident
Where the vehicle was driven in a place not allowed to be driven.
To tyres/rims and hubcaps
When the accident was not reported within 24-hrs as stipulated in clause 4.7
In a country where written approval was not obtained from lessor
With unappointed drivers and drivers under 23 years of age
Due to civil unrest, riots, war or political unrest
When the lessee or driver had contravened any clause in this agreement
Furthermore, standard cover, does not cover cost of salvaging, towing and recovery of the vehicle to the lessors premises after the damage.
6.6 Super collision damage waiver (CDW2)
Does not cover, damage and/or loss sustained:
As a result of lessee or driver negligence
Where the vehicle was driven in a place not allowed to be driven
When the accident was not reported within 24-hrs as stipulated in clause 4.7
In a country where written approval was not obtained from lessor
With unappointed drivers and drivers under 23 years of age
In the situation where no other vehicle/animal or object was involved provided that it is shown that such event was caused by the lessee and/or driver fault or neglect. A double excess applies to a single vehicle accident
Due to civil unrest, riots, war or political unrest
When the lessee or driver had contravened any clause in this agreement
When the lessee or driver had contravened any clause in this agreement Furthermore, Super Collision Damage Waiver, does not cover cost of salvaging, towing and recovery of the vehicle outside the borders of Botswana, Namibia and South Africa

7. GENERAL

7.1 The lessee chooses domicillium citandi et exequtandi at the address stated on the face hereof.
The lessors domicillium citandi et exequtandi is Unit A5 Sanlam Industrial Park, Masjien Street, Strijdom Park 2160, South Africa
7.2 The parties agree to jurisdiction of the magistrate court for any legal proceeding with the understanding that the claim may exceed the jurisdiction of the said court
7.3 the laws of South Africa will govern this agreement.
7.4 This is an entire agreement. No variation will be enforced unless signed by both parties. Any promises or warranties made by any of the lessees staff will not be enforceable unless contained herein. Any clause that is not enforceable or invalid for any reason shall be severable from the rest of the agreement and shall not affect the validity thereof.
7.5 A certificate by any employee of the lessor 9whose capacity and authority need not e proved) shall be Prima Facia Proof of:
The existence of the contract
The amount of indebtedness
The commission of a breach
The liability of the lessee
The rental period or extension thereof
The values for damages or losses and the calculation thereof
Any proof as may be required
7.6 The lessee may not with hold returning the vehicle for any reason in the event of a claim against the lessor. Any delays in returning the vehicle will construe to be an extension of the lease period and the lessee will be responsible for all charges due
7.7 The lessor may claim and recover any monies due to it on demand including all cost and expenses incurred in doing so including attorney own client costs, collection commission and any cost in tracing the lessee or the vehicle.

8.SURETY

Should the lessee be a Juristic person, other than a neutral person, the signatory jointly and severally binds himself/herself as surety & co-principle debtor to the lessor.

I, the lessee, herby bind myself to the above terms and conditions, which I have read and understand

Lesee's Signature: _____ Witness: _____

Date: _____ Date: _____