

TERMS & CONDITIONS

KALAHARI NC 4X4 AND SAFARI

1. Please note

Kalahari NC 4x4 is not liable for any loss, damage, injury, death or perceived disadvantage which may be incurred arising from this rental. The following is a summary of the rental conditions, please note that all prices are quoted in South Africa Rand (ZAR). Rates and or conditions are subject to change without notice.

Kalahari NC 4x4 Reservation and emergencies JASPER LOUW 082 411 0226

DISCLAIMER:

Vehicle illustrations and text are only indicative of the vehicle. Variances in the vehicle(s) offered may occur due to modifications and/or upgrades to the vehicle design.

2. Rates Inclusions/Exclusions

Standard Rates include:

- _____ kilometres / day and if it is exceeded an additional rate of R_____/km will apply
- Standard excess insurance cover
- Roadside assistance
- Cleaning
- All Additional Drivers
- Camping Guide
- VAT (14% South Africa)

One Way Fees:

- One way fee within SA – Quote
- One way fee outside SA – Quote

Depot:

- Upington – Plot 232 Steenbok Ave, Upington

3. The Lessee will be fully liable for any damage to the Kalahari NC 4x4 vehicles in the following circumstances:

- water damage/water submersion (including salt water)
- Damage to tyres and rims
- fire damaged caused due to negligence
- Willful damage - any damaged caused as a result of negligence. Willful damage includes but is not limited to:
 - driving under the influence of drugs or alcohol
 - driving on restricted roads or in restricted areas
 - sitting or standing on the bonnet or the roof of the vehicle
 - damaging the gearbox or clutch due to incorrect use of the clutch/handbrake.
 - Recovery or towing cost under circumstances mentioned herein
 - failure to stop driving when a dashboard warning light indicates a problem
 - incorrect use of diff-locks and/or transfer cases, ie driving on tar roads with electronic diff-locks engaged
 - driving through dense vegetation i.e. bush scratching the paintwork of the vehicle,

**EXCESS WAIVER EXCLUDES: TOWING CHARGES, WINDSCREEN, RADIO,
TYRE AND WATER UNDERCARRIAGE DAMAGE**

4. Accidents:

(Third party vehicles are not automatically covered by legislation. Even though damages could be claimed from the third party, insurance cover needs to be taken out by the Lessee. LIABILITY MUST NOT BE ADMITTED NOR ANY FORM OF SETTLEMENT BE AGREED TO.)

- Accidents must be reported within 24 hours to the head office of Kalahari NC 4x4 and to the police
- If the rental vehicle is involved in an accident and is not drivable, a replacement vehicle, if available, can be delivered
- If the Lessee requires a replacement vehicle to be delivered, then these charges will be for the Lessee's account. If the Lessee is unable or unwilling to take a replacement vehicle, no refunds for early termination will apply
- 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 Lessee continue with a replacement vehicle then a new excess and rental conditions will apply
- Damage costs are established by a quotation of repair from local Upington panel beaters and are substantiated by a report from a duly accredited Loss Adjudicator. No negotiation will be entered into in relation to these costs

Kalahari NC 4x4 reserves the right to apply the above conditions as it deems fit.

Infringements:

(Kalahari NC 4x4 reserves the right to charge the Lessee after the term of the rental for:)

- Any traffic or parking fines. An additional amount of R _____ for administration purposes will be added to the amount of the fine
- Any damages and accidents that we have not been reported.

Availability to be confirmed at the time of requesting a reservation

5. Minimum Rental Duration

Minimum rental is _____ days. When calculating the number of days, the day of collection is considered as day one regardless of collection time. The day of return is regarded as the final day.

6. License and Minimum Age

A valid non-endorsed driver's license is required; an international license is preferred. Drivers must be 21 years or older.

7. Insurance

All Kalahari NC 4x4 vehicles are insured against damage, subject to excess payment to be borne by the Lessee

Insurance:

Note exclusions under 3.

A Standard Excess of R 10,000 + VAT applies in the event of any damage in collision or accident to either the Kalahari NC 4x4 vehicle or third party property, theft, following an accident. Liability will be limited to R10,000. Deductions will be made from the Lessee's credit card to cover any damage to the vehicle, third party property, items lost or damaged. The fee for this Standard insurance is stipulated in your quote.

8. Personal Injury

Personal Injury is not covered by vehicle insurance, personal travel insurance is strongly recommended.

9. Exchange rate / Currency variations

All credit card transactions are conducted in South African Rand. Due to exchange rate fluctuations, there could be some variance in any amounts compared to the amount initially charged. No liability is accepted for any variance in this regard. If a credit card of a third party is presented for payment, the credit card holder will jointly and severally be liable for payment.

10. Pets

No pets are permitted in any of the vehicles

11. Road Restrictions

Vehicles may be taken into South Africa's neighboring states with a letter of permission that must be acquired before leaving Upington. It is the Lessee's sole responsibility to ensure if insurance cover does apply in other countries. All insurance cover is void if vehicles enter prohibited areas. Kalahari NC 4x4 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.

12. Change of vehicle

Kalahari NC 4x4 reserves the right to substitute a comparable or superior 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 Lessee to any refund.

13. Safety

Vehicles are built on light truck chassis and do not have the road handling abilities of a car.

The following caution must be taken:

- Consideration for the condition of the road and the weather conditions; it is more difficult to control a vehicle on unsealed roads
- Keep within the speed limit, not exceeding 100 km/h on sealed roads and 60 - 80 km/h on unsealed roads
- It is strongly recommended that driving at night be avoided; wandering animals often stray onto the roads

14. Valuables

The Lessee is responsible for insurance of personal property. To avoid possible theft, valuables should not be left in the vehicle. In major cities, it is advisable to leave the vehicle in a caravan park and utilize public transport or tours to visit the inner city.

15. Payment Procedure

Down payment: 30% by credit card at the time of reservation to secure booking.

Balance: by credit card on pick up day – before leaving.

Late bookings: Immediate payment in full. (within 2 weeks)

Cancellation Fees

If cancelled 60+ days prior to pick up	: -20 % of deposit
If cancelled 10 - 30 days prior to pick up	: -50% of deposit
If cancelled 0 - 10 days prior to pickup	: -100% of deposit
If vehicle is returned prior to the lapsing of the rental period no refund will be considered.	: No refund

I HAVE READ THE ABOVE AND UNDERSTAND THE CONTENTS HEREOF.

DATED AT UPINGTON ON THIS THE _____ DAY OF _____ 2022.

LESSEE