

## TERMS AND CONDITIONS

The lessor, Africa on Wheels, hereinafter referred to as **AoW**, hereby rents the described Motor Vehicle referred to on Page 1 to the renter, subject to the following conditions:

1. The vehicle shall be returned to **AoW** in the same condition as received, together with all its accessories at the place and date specified on Page 1.
2. The vehicle may not be used or driven:
  - 2.1 by anyone under the age of 23 or over 70 and whose drivers license is not five years old;
  - 2.2 by anyone who has defective vision or hearing, ever had a fit, has any physical infirmity, been convicted of any offence connected with the driving of any motor vehicle, had any drivers license endorsed or cancelled.
  - 2.3 by any additional driver who is not registered in the contract as such;
  - 2.4 to travel faster than 120km/h on tarred roads or 80km/h on gravel roads; unless lower speed limits are prescribed by the law;
  - 2.5 to propel or tow any other vehicle, caravans and trailers included (unless expressly agreed upon);
  - 2.6 to transport goods in violation of any customs law;
  - 2.7 for any motor sport or contests;
  - 2.8 the vehicle will not be removed from Namibia without the written consent of the Lessor, **AoW**.
  - 2.9 Vehicle may not be driven through deep standing water or running rivers.
  - 2.10 Vehicles are not allowed to be used for dune driving nor for driving into Sandwich Harbour (unless expressly agreed upon).

When the vehicle is not in use, the renter shall make adequate provision for the safety and security of the vehicle and in particular, but without limiting the generality of the afore going, he shall keep the vehicle properly locked and secured and immobilised and the burglar alarm (if any), activated.

3. The renter shall pay the company, **AoW**, the vehicle rent on day of takeover, on demand, all charges due under this agreement at the tariff in force at the time this contract is entered into and acknowledges liability for all fuel consumed during the period of rental. The lessee has to return the vehicle with the same fuel level as at the time of leasing. AoW has the right to keep the excess slip for not-reported damages and use the credit card details for payment.
4. The company, **AoW**, shall not be liable for any damage arising out of any defect in or mechanical failure neither of the vehicle, nor for any loss of or damage to any property transported or left in the vehicle; nor for any indirect damages, consequential loss of profits or special damages of any kind for any breach of this contract.  
**Earlier Returns are not refundable.**
5. The vehicle is insured in terms of provisions of the Motor Vehicle Insurance Act and under an Insurance Policy as hereinafter indicated. The lessor has covered the vehicle under an INSURANCE POLICY for:
  - 5.1 loss and damage to the vehicle and damage to property of third parties but excluding goods conveyed in the vehicle, subject to the renter or driver not being negligent.
  - 5.2 subject to the compliance with the warranties and subject to the provision of the above, the renter shall be responsible for a first amount (excess deposit specified on Page 1) with respect to the vehicle, applicable to the Group of vehicle hired by the renter as displayed on the current Rate Brochure published by AoW, and the benefits will apply PROVIDED THOSE THAT the renter or driver, has not breached any provision of this agreement nor has the vehicle been driven or used in contravention of any provision of this agreement;
  - 5.3 shall immediately report to the lessor any damage, accident, breakdown, or theft involving the vehicle or the accessories;
    - 5.3.1 immediately deliver 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;

5.3.2 refrain from admitting liability for any claim or assisting any claimant in regard thereof;

5.3.3 co-operate with the lessor and its insurer in the investigation and defence of any prosecution, claim or action;

6. The said insurance Policy **DOES NOT** apply to cover:

6.1 claims arising from injuries sustained by passengers of the vehicle, personal belongings and extra equipment of **AoW**.

6.2 tyres and windscreen / glass;- sandstorm damage

6.3 damage above the windscreen and the vehicle undercarriage;

6.4 water damages

7. The Vehicle shall be at the sole risk of the renter throughout the rental period.

7.1 The renter shall be liable for any loss or damage to the vehicle and any other expenses incurred in recovering the vehicle during the rental period, howsoever the loss or damage is caused and whether or not it is attributable to his fault or negligence, provided that if none of the situations or circumstances as set out in the next paragraph are applicable, the renter's liability in respect of each incident giving rise to such loss or damage, as the case may be, shall be limited as follows:

7.2 The renter has accepted collision damage waiver and his liability will be limited to the amount (excess) referred to on page one of this agreement.

7.3 Provided that the renter under his signature buys the benefits of the SEC and provided that he has not breached any provision of the Rental Agreement or Insurance Policy, the full excess is reduced to **zero**, per car group rented, in respect of any claim for repairing any damage to the vehicle or for loss, resulting from theft of the vehicle and/or the original parts of

equipment from the vehicle or any other cause. The **Excess** of the applicable car group will however be payable if the accident occurs where no other vehicle or an animal is involved. The Super Excess Cover does not pertain to cover any accidents outside the borders of Namibia. SEC covers tyres and windscreens damage. A deposit by signed credit card voucher to cover the Excess will be collected at the time of rental. This deposit will be refunded in full if the vehicle is returned undamaged.

7.4 The renter's liability shall **NOT** be limited as set out above if the loss or damage or the event giving rise thereto was caused by the fault or negligence of the renter or the driver of the vehicle; or the loss or damage or the event giving rise thereto occurred in a situation where no other vehicle is involved, or the vehicle was being driven on a road which was not tarred or, generally, whose condition was otherwise not suitable for the vehicle; or the vehicle was being used for a purpose prohibited or was being driven contrary to any provision under paragraph 2; or the vehicle was being driven by a person not authorised, or in case of theft or loss of the vehicle or from the vehicle, or damage to the vehicle.

7.5 Accordingly, where any sub-paragraph of paragraph 5 is applicable, the renter shall pay to **AoW** the cost of the repairs to the vehicle or, if the vehicle or any part of it has been stolen or damaged beyond economic repair, the fair market value thereof before the damage occurred.

7.6 All vehicles are fitted with vehicle tracking systems

8. If, during the rental period, the vehicle is involved in an accident or collision or is lost or the vehicle or any part of it is stolen, the renter shall take every reasonable precaution to safeguard the interest of **AoW** including but without being limited to the following where appropriate:

8.1 he shall obtain the name and address of everyone involved and or possible witnesses;

- 8.2 he shall not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against any party nor accept any disclaimer of liability;
- 8.3 he shall make adequate provision for the safety and security of the vehicle and its contents;
- 8.4 he shall co-operate with **AoW**, and its insurer in the investigation, the making or instituting of any claim or action and the defence of any prosecution, claim or action relating to the incident.
- 8.5 Replacement vehicle: In case of an accident the renter has to sign a new contract, new excess and has to pay the rent for the remaining days and the Tow in Costs.**
9. Dune and Angola driving is only allowed if it is expressly stated in this contract.
10. The Lessor accepts no responsibility for delays in consequence of breakdown or other circumstances.
11. The renter shall be solely liable for all fines or penalties imposed for parking or traffic offences whilst the vehicle is held or used pursuant to this agreement.
12. No variance or waiver of any of the conditions hereof shall be operative against the lessor unless contained in writing and signed by the lessor.
13. The renter warrants and undertakes that:
- 13.1 he and any other person who will drive the vehicle are duly licensed to do so in the territory where the vehicle is to be driven, and that such licenses will be produced to the lessor on demand;
- 13.2 in the event of a breach of any of the terms and conditions of this agreement, or if in the opinion of the lessor the vehicle is being driven or used in a manner prejudicial to the lessor, **AoW** shall be entitled to forthwith terminate this agreement and to take immediate possession of the vehicle. The obligations of the renter and the rights of **AoW** under this agreement shall continue to be in effect until the vehicle has been returned to **AoW** and the renter has complied with all those obligations.
- 13.3 the renter shall not be entitled to cede any of his rights under this agreement or to sublet or part with possession of the vehicle, its tools or equipment or any part of it.
- 13.4 **AoW** shall be entitled to recover from the renter all the legal costs it incurred to its own attorneys in accordance with their usual charges and accessed as between attorney and own client, if it institutes any legal proceedings against the renter to enforce any of its rights under this agreement.
14. The local address specified by the renter on page 1 as his domicilium citandi et executandi will stand for the service of any legal proceedings that may arise out of or in connection with this agreement.
15. a) The Contract shall be governed and interpreted in accordance with the laws of the Republic of Namibia. The parties hereby agree to the jurisdiction of the Magistrate's Court for the District of Windhoek in the event any action arises out of this agreement or any of the transactions contemplated by this agreement.
- b) Despite this jurisdiction clause the lessor has the right, if he deems fit, to institute action in the High Court of Namibia if the dispute/action falls outside the jurisdiction of the Magistrate's Court.