

# **Berg 4x4 Rentals**

## **STANDARD TERMS AND CONDITIONS OF RENTAL**

**These are important conditions limiting your rights and should be read carefully**

### **1. DEFINITIONS AND INTERPRETATIONS**

1.1 In this agreement unless the context indicates otherwise:

1.1.1 “Additional driver” means such person who, in addition to the driver, is reflected on the rental agreement as being duly authorized by the company to drive the vehicle;

1.1.2 “Auto Dealers Guide” means: Mead & McGrouther’s publication containing, inter alia, recommended selling prices of motor vehicles;

1.1.3 “Bond” means: A pre-paid refundable administration fee, reflected on the rental agreement, charged in the excess of any insurance claim or cost for any accident / mechanical failure due to negligence, where a claim needs to be processed and loss of or the theft of the vehicle.

1.1.5 “Deposit” means: A portion of the rental, as specified in the contract, payable up front to secure the booking.

1.1.4 “Company” means: Meondo Trading 225 Trade as Liebenberg Auto. Berg 4x4 Rentals: Members of Meondo Trading: C Liebenberg

1.1.5 “Damages” (in relation to the vehicle) means the actual expenditure in towing, transporting and storing the vehicle, repairing any damage (including tyre and rim damage), replacing parts or accessories (without allowing for depreciation), remunerating an expert to inspect collision damage and report thereon, and reimbursing such expert (an invoice, job card or quotation procedure by the company to be prima facie proof of such expenditure) or any other charges incurred relating to an incident of whatever nature, and includes a total loss when applicable;

1.1.6 “Rental Agreement” means the rental agreement issued by the company to the renter and signed by the renter and co-driver and which will have the effect of a legal binding agreement between the parties and includes these standard terms and conditions;

1.1.7 “Liability” includes the amounts reflected in the rental agreement, or on the rates information brochure pertaining to the non-waiver able amount chargeable in the event of damage, loss and/or theft;

1.1.8 “Driver” means such person who is reflected on the rental agreement as being duly authorized by the company to drive the vehicle;

1.1.9 “Extended period” means any extension of the rental period beyond the agreed return date reflected on the agreement and authorized by the company;

1.1.10 “The official rates brochure” means the company’s current official brochure on rental rates and other general information issued from time to time;

1.1.11 “The rental period” means the period between the dates 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 record;

1.1.12 "The renter" means: all of the persons, natural or juristic, jointly and severally, whose names appear on the rental agreement;

1.1.13 "The renting location" means: the company's location from which the vehicle is rented by the renter alternatively any location agreed upon by the company;

1.1.14 "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 at the renting location and includes any replacement for the vehicle which has been officially authorized by the company, whether or not such replacement was authorized or approved by the renter;

1.1.15 "Traffic Fine Administration Fee" means: an amount levied by the company as determined by it from time to time to administer any traffic fine(s) incurred by the renter whilst renting the vehicle;

1.1.16 "Total loss" (in relation to a vehicle) means-

(a) damages (see clause 1.1.7) where the estimated cost of repairs is such that the vehicle is in the sole and absolute discretion of the company uneconomical to repair in relation to the value of the vehicle is stolen and/or lost;

(b) when the vehicle is stolen/or lost;

The amount of the total loss will be the retail value as reflected in the Auto Dealers Guide (Clause 1.1.2) or if not reflected therein, the new list price of the vehicle, as supplied by the manufacturer, as at the date of loss less any salvage;

1.1.17 "Security Deposit" means: The deposit payable to recover/replenish any usage of items/products or cover for lost keys / items or add to reasonable cleaning of the vehicle is returned dirty.

1.2 The singular shall include the plural and vice versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and vice versa.

## **2. RENTAL OF THE VEHICLE**

2.1 The company rents 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 or not.

2.2 The company in the event of an additional driver, also holds this person equally responsible to any of the above terms and conditions of the contract and therefore they sign the contract with the renter as proof of undertaking. Such a person will have no charge for additional fees, but should have a valid driving license in regards to the contract.

2.3 All fines and penalties incurred in the duration of the hire are strictly for the liability of the driver. This includes valets for cars that are returned in conditions not acceptable as normal. We request that notice is taken that no pets is allowed in any rental vehicle. No smoking in any vehicle is permitted.

### **3. DELIVERY OF THE VEHICLE**

3.1 Delivery of the vehicle takes place at the time the renter and/or driver and/or his representative takes possession of the keys and/or vehicle at the renting location.

3.2 The vehicle shall be deemed to have been delivered in good order and repair and without any damage to inter alia the paintwork, upholstery and accessories (unless such damage is recorded in writing or else wise and signed by both parties under vehicle condition in the rental agreement or the rental vehicle condition report / inspection). Any damage not so recorded will be for the account of the renter.

### **4. USE OF VEHICLE**

4.1 The vehicle may only be utilized for the rental period or any extended period.

4.2 The renter and/or driver agree 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 driver or the specified additional driver(s).

4.4 During the rental period, the vehicle may not be used:- for the conveyance of passengers and/ or goods for reward; to propel or tow any other vehicle, (including any caravan or trailer unless authorized by the company in writing; to transport goods in violation of any custom laws or in any other illegal manner; in any motor sport or similar high risk activity; beyond the borders of unauthorized countries, unless authorized by the company in writing prior to crossing; or in any area where there is or may be a risk of incidents of civil unrest, political disturbance or riot or any activity associated with any of the afore going.

4.5 The renter and/or driver shall make adequate provision for the safety and security of the vehicle and, in particular, but without limiting the generality of the aforegoing, he shall keep the vehicle properly locked and secured and immobilized and the burglar alarm (if any) activated and any anti-theft device in the vehicle properly secured and in place when the vehicle is not in use.

4.6 The renter and/or driver will make sure that the keys of the vehicle are under the renter's and/or drivers control at all times. Any loss of any keys will be for the renters account.

4.7 The company will at all times remain the owner of the vehicle.

### **5. RETURN OF THE VEHICLE**

5.1 The renter and/or driver shall return the vehicle, at the renter's expense to an authorized representative of the company on the agreed return date and at the agreed renting location or other location reflected on the rental agreement or booking confirmation..

5.2 The renter and/or driver acknowledges that failure to return the vehicle in terms of this agreement shall constitute unlawful possession by him, and the company may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof. Any cost incurred in recovering the vehicle will be for the account of the renter. In instances where deemed necessary criminal charges will be applicable.

5.3 Should the vehicle not be returned as indicated in 5.1 above, the vehicle may be

reported as stolen to the relevant authorities.

5.4 The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.

5.5 If the renter and/or driver return the vehicle to the company, the renter shall:

5.5.1 park the vehicle in the company's reserved parking; and

5.5.2 ensure that the vehicle is properly locked and secure; and

5.5.3 hand the keys to an authorized 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.

5.6 The sole risk of loss or damage to the vehicle will remain vested in the renter until such time as the company has recorded the return of the vehicle.

5.7 The vehicle will be inspected by both parties upon drop off and any damage will be recorded and resolved as per clause — of this agreement.

## **6. TERMINATION/CANCELLATION OF RENTAL AGREEMENT**

6.1 Notwithstanding anything to the contrary contained in this agreement, the company shall be entitled to terminate this agreement without any explanation at any time by notice (oral or in writing depending on the situation) to the renter and/or driver, whereupon the renter shall return the vehicle forthwith. In the event of failure to return the vehicle to the company, the company shall be entitled at any time to retake possession of the vehicle, wherever found and from whosoever has possession thereof. The obligations of the renter and the rights of the company under this agreement shall continue in full force and effect until the vehicle has been returned to the company in terms of this agreement and the renter has complied with all his obligations. Any cost incurred in recovering the vehicle will be for the account of the renter.

## **7. THE RENTER/DRIVER**

7.1 Notwithstanding anything else to the contrary in clause 4.3 above, the vehicle may not be driven by any person under the age of 20, and/or who has not been in possession of a valid driver's license for 1 year. Please take note that any renter/driver under the age of 23 will be liable to pay a deposit of R 10000 on top of the ordinary deposit.

7.2 The renter and/or driver warrants that at all times the vehicle will not be driven by any person whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance and that every driver of the vehicle will have a valid drivers license to drive the vehicle, will comply with all applicable laws and will comply in all respects with the provisions of this agreement.

7.3 If the vehicle is driven by anyone other than the driver and/or additional driver, then without derogating from any rights or remedies which the company may have the renter shall remain liable for all his obligations in terms of this agreement and in particular, he shall be liable to the company as if he has been driving the vehicle. Should the unauthorized driver cause any event where an insurance claim has to be lodged an

additional charge of R 3500 will be payable and may be deducted from the security deposit.

7.4 the renter and/or driver warrants that he is entitled and duly authorized to enter into this agreement, that all particulars given to the company and/or recorded on the rental agreement and client questionnaire are true and correct.

## **8. RENTAL RATES AND CHARGES**

8.1 The renter agrees to pay the company the rental rates plus all other charges and fees opted for or utilized by the renter reflected on the rental agreement/quotation up and until the vehicle is returned, including but not limited to miscellaneous charges, Deposit of R5000, delivery fee (if applicable), collection fee (if applicable), and/or all taxes due and payable on rental rates, other charges and fees.

8.2 The renter and/or driver shall also be liable for all fines, penalties and like expenses including but not limited to parking, traffic and other offences, arising out of or concerning the use of the vehicle during the rental period and the renter accordingly indemnifies the company against all such liability;

8.3 A R 5000 security deposit will contribute for the loss or damage of any items / accessories, refilling of the fuel tank or gas bottle, loss of keys, valet (if vehicle is not clean), windscreen excess (if needs replacing), tyre or rim damage, minor accident damage (too small to claim for the insurance), accident damage excess, broken or missing accessories or items.

## **9. PAYMENT**

9.1 All payments are due as the rental contract stipulates (unless otherwise agreed in writing). All charges payable by the renter shall be paid in cash, credit card or confirmed internet payment.

9.2 The renter will not be allowed to set-off or withhold payment of any amount due in terms of this agreement for any reason whatsoever;

9.3 The renter remains liable to for payment of all amounts due until the company is paid in full by the renter.

9.4 In the event that the renter returns the vehicle to the company prior to the due date on the rental agreement, the renter shall pay, at the discretion of the company either the usual rates and charges applicable to the period and/or kilometers actually used, or the rates and charges as if the full rental period and/or kilometers occurred.

9.5 In the event of an accident and/or if the vehicle is stolen and/or lost, the amount of the damages or the total loss as suffered by the company is payable and the pre-authorized amount will become due on demand.

9.8 If any amount is not paid on due date, the company may without prejudice to any rights it may have, charge interest on the overdue amount at the applicable prescribed legal or prime plus 3% as charged by FNB (First National Bank), whichever is the higher, and in the sole discretion of the company.

9.9 A certificate of any Director, Manager or Accountant of the company, whose capacity need not be proven, as to any amount owed by the renter to the company shall

constitute prima facie proof of the amount.

9.10 Payments via credit card are accepted; however Amex, Diner or American Express is at this stage not accepted as per our banking terms. Electronic transfers are the preferred payment method. (First National Bank, N1 City, Current: 62414971334)

## **10. RENTER'S RISKS AND LIABILITIES**

10.1 The vehicle is at the sole risk of the renter and/or driver (fair wear and tear excepted) from the moment the key and/or the vehicle is handed to the renter until such time as the vehicle and key is returned in terms of clause 5.

10.2 The renter shall be liable for any damage and/or total loss sustained to the vehicle, howsoever the damage and/or total loss is caused and whether or not it is attributable to his/her fault or negligence (including but not limited to hail damage). The acceptance or decline of the options referred to are contracted for and indicated on the rental agreement. The liability amount applicable for each option is also reflected on the rental agreement.

10.3 The company, in its sole and absolute discretion, reserves the right to, in the event of loss or damage which has occurred in a situation where no physical contact is made with another vehicle or animal or object or person (in or on the road surface), charge the renter either the actual amount of the loss or damage suffered or double the liability amount reflected on the agreement.

10.4 Should the vehicle be damaged, stolen or loss in a situation where there was a breach of any of the terms and conditions herein, the renter will be liable for the total loss:

10.4.1 any damage to glass, tyres and rims;

10.4.2 damage caused by water;

10.4.3 damage to undercarriage;

10.4.4 damage and/or total loss sustained as result of renter and/or driver negligence.

10.4.5 damage and/or total loss sustained whilst the renter and/or driver is in breach of any applicable traffic laws or ordinances;

10.4.6 damage and/or total loss sustained where incidents are not reported as contemplated in clause 4.4 and 11;

10.4.7 damage and/or total loss sustained where the incident takes place outside the country in which the vehicle was rented unless prior written authority for the vehicle to be taken outside such country has been obtained;

10.4.8 damage and/or total loss sustained if at any time the vehicle is driven by an unauthorized driver;

10.4.9 damage and/or total loss sustained when in the opinion of the company the vehicle has been driven or used in a manner which prejudice the company's interest or rights therein and/or as prohibited in clause 4;

10.4.10 damage and/or total loss sustained where the driver was not holding a valid unendorsed drivers license at the time the damage or loss was sustained;

10.4.11 damage and/or total loss sustained where an extension of the rental

agreement is not authorized by the company and where the rental period has expired;

10.4.12 damage and/or total loss caused as a result of the vehicle being driven on a road that was not suitable for that vehicle as determined in the sole discretion of the company.

10.4.13 the vehicle (at the time of damage or total loss) was being driven by any person whose blood alcohol concentration exceeded the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor, narcotic drug or similar substance

10.4.14 damage to any accessory or any of the rental equipment

10.5 The renter and/or driver is liable for all fines and/or penalties incurred during the rental period and hereby authorized the company to disclosed any information required by a relevant authority to process it. Should the file reach our company after the refunds has been made, the renter shall be obliged to complete a credit card authorization upon presentation of the fine via fax, e-mail or any other electronic media.

10.6 Notwithstanding anything in this agreement, the company shall not be obligated to make, institute or proceed with any claim which the company may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the vehicle and, accordingly, the company shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms.

10.7 This company does not offer any PAI (Personal Accident Insurance) and the renter and/or additional driver and passengers needs to take out insurance through outside packages for this purpose to cover any third party claims. We therefore cannot accept any responsibility for the personal safety of the persons in the vehicle other than make sure that the vehicle is road worthy by obtaining a road worthy certificate and regular services maintain said performance of the vehicle.

10.8 The accessories and or equipment on the vehicle is included free of charge for the use of the renter and can at no time be subtracted from the rental tariff – unless otherwise agreed in writing.

10.9 Berg 4x4 Rentals can carry no liability for faulty or defective equipment as we make use of suppliers. The renter confirms that he/she will at the earliest instance (not exceeding more than 48 hours) report any defective equipment or accessory to us as soon as possible by means of sending an e-mail or phoning the emergency number. Please note that NO claims on any defective equipment will be recognized after the rental term has ended. Refunds or re-imburements to clients will not be due in the event of failure of the equipment unless the item was replaced or repaired by the renter after receiving confirmation to do the repair or replacement (unless the amount is less than R 1500). Refunds will only be done when valid proof of the repair / replacement is presented. No betterment will be applicable.

10.10 Should the deposit amount paid not be enough to cover the damages or liabilities after the return of the rental, the additional pre authorizes credit card authorization of R 5000 will be utilized to cover any costs.

## **11. CONSEQUENTIAL DAMAGE**

The renter will be liable, in addition to any other amount provided for in the rental agreement, for damages suffered by the company in consequence of it being unable to rent the vehicle, which damages will be calculated on the basis of the contracted monthly rate on the rental agreement, limited to a maximum of 30 days.

## **12. PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE VEHICLE**

12.1 If at any time the vehicle is damaged, stolen or lost, the renter and/or driver shall take every reasonable precaution to safeguard the interest of the company including but without being limited to, the following where appropriate:

12.1.1 he shall notify the company immediately of becoming aware of the occurrence and shall within twenty-four hours of the occurrence in question complete and furnish to the company, the company's standard claim form together with a copy of his driver's license;

12.1.2 he shall obtain the name(s) and addresses of everyone involved and of possible witnesses;

12.1.3 he shall not admit any responsibility or liability nor release any party from liability or potential liability nor settle any claim or potential claim or by any party nor accept any disclaimer of liability;

12.1.4 he shall notify the police within twenty-four hours of the occurrence in question and furnish the company with an accident case number;

12.1.5 he shall make adequate provision for the safety and security of the vehicle and will not abandon the vehicle under any circumstances;

12.1.6 he shall co-operate with the company and its insurer in the investigation, the making or instituting of any claim or action and the defense of any prosecution, claim or action relating to the incident (including the making of an affidavit if he is requested to do so).

12.2 If the renter is not the driver, then without in any way derogating from the renter's obligations in terms of this clause 12, the renter shall procure that the driver complies with the provision of 12.1 and the renter warrants that the driver will do so.

12.3 The renter shall within 24 hours of receipt thereof furnish to the company (and if the renter is not the driver, the renter shall procure that the driver does) any notice of claim, demand, summons or the like which the renter or the driver may receive in connection with the vehicle.

12.4 The renter and/or driver warrants that the information completed in the company's claim form as referred to in 12.1.1 will be completed true and correct in every respect.

12.5 An additional administration fee of R100 will be charged in the event of an accident to cover the administrative process, assessor fees, quote gathering and legal settlement.

## **13. INDEMNITY OF THE COMPANY BY RENTER**

13.1 Neither the company nor any of its directors, officers, employees, servants or

agents shall be liable for any loss or damage (including any loss or damage to property left or transported in the vehicle, any loss of life or any loss or damage arising from the installation or condition of a car seat or any other accessory in and/or on the vehicle), whether direct, indirect, consequential or otherwise arising from the rental by the renter of the vehicle, including, without limitation, any defects in and/or mechanical failure of the vehicle (howsoever arising and of whatever nature) or the failure of the company to detect defects in or mechanical problems with the vehicle and whether such loss or damage results from breach of contract or delict (including negligence or gross negligence) or otherwise, which may be suffered by the renter and/or any third party and/or passengers.

13.2 The company, its directors, officers, employees, servants or agents (“it”) are accordingly indemnified by the renter or his estate against any claim of any nature whatsoever and howsoever arising for any damages or loss which might be instituted against it arising from or connected with pursuant to the renting of the vehicle contemplated in these terms and conditions.

13.3 The company, its directors, officials, employees, servants or agents (“it”) are accordingly indemnified by the renter or his estate against any claim of any nature whatsoever arising as a result of injury or death that may arise from any accident directly/indirectly.

#### **14. JOINT AND SEVERAL LIABILITIES OF SIGNATORIES, RENTER AND/OR DRIVER**

The renter and every person whose signature appears on the car rental contract shall be liable jointly and severally for payment of all amounts due to the company in terms of or pursuant to the rental agreement.

#### **15. GENERAL**

15.1 The rental agreement is the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, promises or the like (other than the company extending the agreed return date) not recorded by the company except as provided for herein.

15.2 If any provision of the rental agreement is found by a court of law to be invalid or void, such provision will be severed from the remaining provisions, without affecting the remainder of the provisions hereof.

15.3 No extension, latitude or other indulgence that may be given or are allowed by any party in respect of performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this rental agreement, and no single or partial exercise of any right by any party under this rental agreement will in any circumstances be construed as implied consent or election by such party.

15.4 The renter authorizes the company to insert any particulars in the agreement that are not known or are unavailable at the time of signature.

15.5 This agreement and all matters or disputes arising there from or incidental

thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

15.6 The renter further consents to the jurisdiction of the Magistrate Court, should the company, at its election, bring legal proceedings in a Magistrate Court, notwithstanding the fact that the amount involved exceeds the jurisdiction of the Magistrate Court. The renter agrees, however, that the company in its sole and absolute discretion may institute any such action or proceedings in any division of the High Court that may have jurisdiction.

15.7 The renter shall not be entitled to cede any of his rights or assign any of his obligations under this agreement or to rent or part with possession of the vehicle, its tools or equipment or any part of it.

15.8 If the company 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 cost it incurs to its own attorneys in accordance with their than usual charges and assessed as between attorney and own client including but not limited to collection commission and tracing agent charges.

15.9 The renter chooses the address specified on the rental agreement as his “domicile citandi et executandi “(i.e. address for service of all legal process).

15.10 The exact delivery time of the vehicle cannot be guaranteed as border flow cannot be predicted. If the vehicle is due for a service during the time of rental it will be the responsibility of the renter to accommodate this into their travel schedule. All service related cost will be covered by Berg 4×4 Rentals unless the service company picks up damages to the vehicle caused by negligence in the time the driver had the vehicle.

15.11 The company shall be entitled to record any default by the renter with any credit agency. Such records may be made available by the credit agency to third parties, in which case the company shall not be held liable/ responsible for any repercussions such disclosure may have on the renter. The renter agrees that the company may disclose any information obtained by it as a result of the conclusion and/or breach of the rental agreement, including personal and additional information, to any legal person, including a credit bureau.

15.11 The renter acknowledges that certain vehicle may be fitted with a vehicle management system, which is used to inter alia, record speed and other information relating to the vehicle rented. The company shall be entitled to use such information (including in court proceedings) as it deems fit. The renter/driver acknowledges that should the vehicle management system be tampered with or removed by other parties apart for the company such person will be held liable criminally and be subject to legal prosecution.

15.12 We let and you hire the vehicle set out in the terms of this agreement, at the face of the rental rate as agreed plus any additional charges (if any) as reflected on the booking quote.

15.13 You are liable to pay all taxes and charges for services across the border – road

tax ect

15.14 Rentals are subject to a minimum of 3 days in South Africa, 7 days in Namibia & Lesotho and 15 days for Botswana, Zimbabwe, Mozambique and Swaziland.

15.15 We reserve the right to upgrade a client to another vehicle without notice for reasonable cause. As the vehicle will be of the same quality and comfort, this does not constitute a breach of contract or non-performance.

15.16 The vehicle shall be at your sole risk for the period of the rental.

15.17 Berg 4x4 Rentals will have CCTV footage and video footage of each rental to leave our premises.

15.18 Returning the vehicle with an empty or partially empty tank will result in a fueling fee of R 350 over and above the cost of the fuel.

## 16. **INSURANCE**

It is a condition of this rental that comprehensive insurance is payable at the rate per day specified on the rental agreement.

## 17. **PERMITTED DRIVERS**

By your signature hereto, you confirm that you have an UNENDORCED and VALID driving license and that you are above the ages of 18 and under the ages of 80 years. You agree that we will have the right to verify that your license has been validly issued and that we may refuse to rent you a vehicle in such case where the above not meets the criteria. This will apply to all drivers of the rental vehicle.

## 18. **PERMITTED AREAS OF TRAVEL**

We reserve the right to restrict the movement of the vehicle in certain areas due to adverse road and or weather conditions or for any other reasonable cause arising. Our vehicles are permitted to drive in Namibia, South Africa, Botswana, Mozambique, Lesotho, Swaziland & Zimbabwe. No vehicles are permitted in Malawi, Angola or countries further North of Africa.

Please note that Toyota Zimbabwe and Toyota Mozambique are not covered under BERG 4x4 Warranty Service agreements.

**PLEASE NOTE THAT MOST COUNTRIES YOU ARE PERMITTED TO DRIVE ARE MOSTLY DUSTY OR GRAVEL ROADS OR ARID DESERT AREAS. IT IS IMPOSSIBLE TO MAKE VEHICLES COMPLETELY DUST PROOF AND THEREFORE NO REFUNDS WILL BE APPLICABLE FOR DUST INGRESS OF ANY NATURE WHATSOEVER.**

**The following area is HIGHLY restricted – Okwa Pans in Botswana. (or any salt pans in Botswana)**

## 19. **CANCELLATION CLAUSES / REFUNDS**

Cancellation fees are applicable, should the booking be cancelled as follows:

20+ days prior to collection: No Charge

7-15 days prior to collection: 50% of the total signed quotation

0-6 days prior to collection: 95% of the total signed quotation.

## 20. **SUBSTITUTION OF VEHICLE**

We reserve the right to substitute a compatible / suitable or better vehicle if the vehicle you had originally is not available due to unforeseen circumstances that may compromise passenger safety or damage to the vehicle or any other reason. This shall not constitute a breach of agreement or entitle the hirer to any refunds.

## 21. **ADDITIONAL OBLIGATIONS**

In addition to your other terms you shall:

- Consider the condition of the road you drive
- Keep in mind that handling a vehicle on an unsealed road is more difficult.
- Not hire or lend the vehicle to ANYONE
- Not cause or permit the vehicle to carry any passengers or goods for reward or for racing
- Not drive the vehicle unlawfully, illegal or use the vehicle for any illegal purpose
- Not cause the vehicle to be at risk in any public disturbance, unrest or civil riot.
- Ensure vehicle is not to be driven by or in possession of any drivers not specified or permitted by Berg 4×4 Rentals
- Not overload the vehicle
- Note that we may repossess the vehicle at any time should we find it parked illegally, used to violate any law or appears to be neglected or abandoned.
- Truthfully disclose your information as well as your purpose for the rental.
- At all times remember that Dune driving will not be permitted and neither will careless driving in swap areas.
- Remember that vehicles are fitted with GPS systems. Please use them to navigate your route and stay clear from unknown roads or roads with poor road conditions.
- Inform us immediately if the keys are locked in the car or lost and we will endeavor to get to you as soon as reasonably possible in the circumstances, and at your cost replace the keys.
- Keep within the speed limit
- Note that personal injury is not covered by the CDW and personal travel insurance is strongly recommended. The CDW also does not cover personal possessions and these should be covered by your own insurance.
- Not leave valuables in sight of anyone and keep the vehicle locked when you are not present to avoid theft

- Should you make use of cheaper / public transport in a particular area, we suggest you leave the vehicle in a camping area or caravan park.
- Return the vehicle with a full tank of fuel (this includes both the main and the sub tanks) and in a reasonably clean condition.
- **Understand the working of the diff lock. Please ask your handover agent.**
- Understand that we may not allow collection if the full amount was not paid in full on the day the collection is due.
- Understand that if the vehicle is returned early, no refunds will be applicable.
- Complete a pre-inspection report on collection of the vehicle so the vehicle shall be deemed in good order, condition and repair and properly filled with oil, fuel and water unless otherwise indicated with good reason.

## 22. **CURRENCY VARIATIONS**

If a credit card is presented for payment, take note that all transactions will be charged in ZAR. Due to fluctuations in the exchange rate, any amounts that must be refunded at the end of the rental, might vary for the initial amount paid from the credit card. We accept no liability for the fluctuations.

## 23. **ONE WAY RENTALS / DROP OFF or COLLECTION CHARGES**

Should you desire to do a one-way rental, the charges will apply the same as for drop off's or collection below. Should you wish to charge the drop off destination after the rental has commenced, a surcharge will be applicable if the drop off is further than the previous location and will be deducted from the security deposit.

Please contact us for a list of charges for drop off's or collections.

## 24. **COLLISION DAMAGE WAIVER (CDW)**

CDW (Comprehensive insurance) covers you for accident and specified mechanical damage and does not cover negligence. Your CDW covers you only for the points listed. Your deposit will be refunded to you by us within 14 days, provided that no damage to the vehicle or property can be detected and the goods are returned on time (unless prior arrangements are in place). All traffic fines will be deducted from the deposit in terms of not keeping to the traffic law.

If the vehicle is returned to the agreed location, on time and in good order the bond will be refunded without deduction. Deductions will be made to cover any damage to the vehicle, third party property or equipment. Irrespective of fault, liability will be R 35000. This will be paid via card authorization.

The bond is only payable by credit card. We reserve the right to enforce a CDW bond reduction, should your bond be declined by your bank.

The bond is payable on collection of the vehicle.

Should the insurance not cover the accident / damage due to any reason, the renter will be fully liable for all amounts in regards to damage on the vehicle and its accessories or

third parties and injuries. The renter will also be fully liable for damages in the following circumstances:

Water damage / Water submersion

Fire damage (not covered by insurance)

Wilfull damage /negligent acts

The insurance exclusions cover against the following acts:

- Driving under the influence of alcohol or drugs or medicine.
- Driving on restricted roads or in areas with restricted access
- Any non-compliance to the National Road Traffic Legislation
- Sitting or standing on the vehicle except designated areas like running boards
- Driving on a course not suitable for the vehicle
- Damaging the gearbox due to incorrect operation of the clutch or handbrake or gearbox/transfer box
- Falling asleep behind the wheel (drivers fatigue)
- Incorrect use of diff locks (engaging lockers while driving on tar roads or hard road surfaces)
- Seizing the engine due to incorrect use of vehicle or supplements, over revving, or ignoring the warning signs on the dash board / noises from any component
- Driving on the wrong side of the road
- Rolling the vehicle or damage to a vehicle due to driver negligence / incompetence
- Running the vehicle on insufficient fluid levels
- Dune driving is not permitted in any vehicle

#### 25. **PASSANGER LIABILITY (3rd PARTIES)**

The liability is only valid and covered in the event of the renter booking through a tour operator or travel agent. Normal bookings, central reservations or internet booking are not covered and should the need occur, a claim must be made with the Road Accident Fund (Act 56 of 1996)

#### 26. **REPAIRS OF VEHICLE or EQUIPMENT WHILST TRAVELLING**

Should you experience problems on the road in terms of component mechanical failure we will be at your assistance. Most of the vehicles in our fleet are covered by the manufacturer, but in the event that they are unable to provide assistance in remote areas, the following procedures will apply in the event of mechanical problems:

MINOR PROBLEMS: Should be reported to our offices immediately or at earliest convenience. These can be repaired at your cost (up to R 1500) and we will refund on receipt of valid payment advices upon your return.

Should there be MAJOR PROBLEMS: Our offices are to be phoned for authorization of repair quotes exceeding more than R 1500 and to provide advice. In the event that there are no workshops or repair centers close by, we will firstly try a telephonic diagnosis based on your description of happenings. We will then inform you whether we will send help or where you can take the vehicle for the needed repair. Where possible/available, a replacement vehicle shall be brought to you.

#### 27. **PRODUCT DISCLAIMER**

By signing this agreement I acknowledge that I am using the vehicle and accessories at my own risk. I understand that the vehicle is a dangerous object and that I will familiarize myself with the terms of this agreement. I confirm that I do have a valid driving license. I understand that Berg 4x4 Rentals will not be held liable for any injury or loss during my use of the vehicle. I further understand that all of these terms are binding and that rental may be refused if any of the information provided by me, proves not to be a true reflection of the current state of affairs.

#### 28. **TYRES**

Berg 4x4 Rentals provides an updated certificate of roadworthiness on the vehicle before each departure. This includes roadworthy tyres in terms of the National Road Traffic Legislation. We provide high quality all terrain tyres specifically designed for off-road travel. If the tyres are used with due care and diligence you should not experience any problems with them during the duration of your trip.

Berg 4x4 Rentals will take no responsibility for damage to tyres or rims during your trip, ordinary wear & tear excluded, and all punctures, cuts, burst tyres, replacement tyres or any other damage to tyres or rims of any nature, will be for your own account. This also includes call-out fee's (if applicable).

It is important that you understand at which tyre pressure you must drive and consider the condition of the road when you determine which speed you will drive. In the event of replacing a tyre during travel, please ensure that a tyre equal in quality is added to the vehicle. Lesser quality tyres fitted will be detected at inspection after your return and the difference between the usual quality tyre and the one provided will be deducted from the deposit paid.

Any damage to existing tyres or rims detected upon inspection after the return of the vehicle will also be for your account, ordinary wear & tear excluded.