

STANDARD TERMS AND CONDITIONS OF CONTRACT

(1) INTERPRETATION

1.1 In this agreement, except in a context indicating some other meaning is intended:

1.1.1.1 The official Rates brochure means: the official brochure or rental rates and other General information issued by the rental company from time to time and which is current at the commencement of the rental period.

1.1.1.2 Means the period from the time the vehicle is delivered at the renter location until it is returned to the rental company by the renter.

1.1.1.3 The "Renter" means; the person named as the renter in the rental form.

1.1.1.4 The "renting location" means; the location from which the renter rents the vehicle.

1.1.1.5 The "territory" means; Namibia.

1.1.1.6 The "vehicle" means; the vehicle described on the rental form (including all tyres).

1.1.1.7 Tools, equipment, accessories and documents in and on the vehicle at the renting location, and this includes any replacements for the vehicle which has been officially authorized by the rental company Car Rentals.

1.1.1.8 Reference to the rental form shall be the first page of this agreement and shall form part hereof.

1.1.1.9 The singular shall include the plural and vice versa, the masculine gender shall include the feminine and vice versa, and natural persons shall include legal and Juristic persons and vice versa.

1.2 The headings appear for reference only and shall not influence the proper interpretation of this agreement.

(2) RENTING

the rental company Car Rental rents to the renter who hires from the rental company the vehicle on the terms and conditions of this agreement.

(3) TERMINATION

Notwithstanding anything to the contrary elsewhere in this agreement the rental company may terminate the agreement at any time by notice to the renter whereupon the renter shall forthwith return the vehicle to the rental company. The obligations of the renter and the rights of the rental company under this agreement shall continue the effect until the vehicle has been returned to the rental company and the renter has complied with all obligation.

(4) DELIVERY AND RETURN

4.1 The renter shall take delivery of the vehicle at the renting location. The parties shall inspect the vehicle together and unless the renter has made any indication in writing on the rental form of any patent shortcoming, the vehicle shall be deemed to have been delivered in order and repair and without damage to the paintwork, upholstery and fittings unless the renter proves otherwise.

4.2 The renter shall at his own cost return the vehicle to the rental company at the agreed return date/time specified on the rental form or if this agreement is terminated at any time (for any reason) before then, then immediately after such termination.

4.3 The vehicle shall be returned to the rental company in the same condition as received, fair wear and tear expected, and at the agreed location specified, or if no such location is specified, at either the renting location or another the rental company location in the same city or town as the renting location.

4.4 Without derogation from any other term herein, the rental company shall be entitled at the expiry and /or termination of this agreement, for whatever reason, to retake possession of the vehicle wherever it may be located and from whomever is in possession thereof.

(5) RENTAL CHARGES

5.1 The rental charge payable by the renter for the use of the vehicle shall be calculated for the whole rental period at the rates and on the basis specified and agreed with the renter as well as other charges for the services or benefits opted for or utilized by the renter, including but not limited to the charges for one way fee, delivery fee, collection fee, additional medical insurance and refuelling where the vehicle is returned with less fuel than when rent, each of which shall be subject to 5.3 and all taxes levies on any amounts payable by the renter.

5.2 If the renter receives any service or benefit contemplated in this agreement but for which no basis for charging is specified, then the renter shall pay a charge determined on the basis (if any) specified in the official rates brochure or if no such basis is specified on the rental company's usual basis then applied to it.

5.3 In determining the rental charges the distance travelled by the vehicle (where required) shall be determined from the vehicle's odometer or if this is not possible for any reason by the rental company on any fair and reasonable basis and the renter shall be obliged to furnish all such information and assistance as the rental company may reasonably require for the purpose.

5.4 The renter shall also be liable for all fines, penalties and the like (including all legal costs incurred by the rental company 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 rental company against all such liability.

5.5 All charges payable by the renter shall be payable in cash on presentation of an account.

5.6 If the rental company has agreed to accept payment from the renter by credit card the renter's signature of this agreement shall constitute authority for the issuer of the card to debit him with the amount due.

5.7 All rates include maintenance and oil, but do not include fuel and tyres.

(6) USE OF VEHICLE

6.1 The vehicle may not be used for the conveyance whether of passengers or goods for reward to push or tow any other vehicle including a caravan or trailer, to transport goods in violation of the customs law or in any illegal manner, in any motor sport, below the high tide water mark at the coast or in any pools or wet salt pans, through rivers or along river beds, in sandstorms, beyond the border of Namibia (unless authorized in writing by the rental company) or in any area in Namibia where there is or may be a risk of civil unrest, political disturbance or riot, or any activity associated with

any of the foregoing, in twilight, after sunset or sunrise, except with the express written consent of the rental company.

6.2 The renter shall make adequate provision for the safety of the vehicle in particular. He shall keep the vehicle properly locked and immobilized activated/engaged when the vehicle is not in use.

6.3 The renter must keep tyre pressure according to vehicle owners manual during rental period.

(7) THE DRIVER

7.1 The vehicle may not be driven by anyone other than the renter himself or any other person indicated as a driver in the rental form.

7.2 The renter warrants that in any event the vehicle will not be driven by any other person whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or whilst under the influence of intoxication liquor or of a narcotic drug and that every driver of the vehicle during the rental period will have a valid licence to drive the vehicle, will comply with all applicable laws and will comply in all respects with the provisions agreement.

7.3 If the vehicle is driven by anyone other than the renter, then without derogation from any rights or remedies which the rental company may have, the renter shall remain liable for all his obligations in terms of his agreement and particular he shall be liable to the rental company as if he has been the driver and where the vehicle is not driven by a person referred to in 7.1 the renter shall not be entitles to exercise any of the rights to which may otherwise have been entitled to exercise, in the terms of this agreement.

(8) ACCIDENT INSURANCE

8.1 The vehicle shall be at the sole risk of the renter throughout the rental period, the renter shall be bound by these terms and conditions whether he was driving or not.

8.2 The renter shall be liable for any loss of, 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 attributed to his fault or negligence, provided that none of the situations or circumstances set out in 8.3 is applicable, the renters liability in respect of each incident giving rise to such loss or damage as the case may be, shall be limited to the excess mentioned in the rental form.

8.3 The renters liability shall not be limited if:

8.3.1 The loss or damage or the event giving rise thereto was caused by the fault of negligence of the renters or the driver (whether authorized or not) of the vehicle, or;

8.3.2 The loss or damage or the event giving rise thereto occurred in a situation where no other vehicle or animal/object was involved, unless the renter is able to prove that the loss or damage or the event giving rise thereto was not caused by the fault or negligence of the renter or the driver (whether authorized or not) of the vehicle, or;

8.3.3 At the time of the occurrence of the loss or damage or the event giving rise thereto

8.3.3.1 The vehicle was being driven on a road which was not tarred or generally whose condition was otherwise not suitable for vehicles, or;

8.3.3.2 The vehicle was being used for purpose prohibiting in terms of 6.1 or was being driven contrary to any other provision of 6.1, or;

8.3.3.3 The vehicle was being driven by a person not authorized to do so in terms of 7.1 or 7.2, or;

8.3.3.4 In the case of theft or loss of or from damage to the vehicle, the renter was in breach of 6.2, or;

8.3.3.5 Without derogation from any of the foregoing, the renter was in a material breach, or was committing a material breach, of this agreement, or;

8.3.3.6 After the occurrence of the loss or damage or the event giving rise thereto the renter breaches any of the provisions of 9.

8.4 According where 8.3 is applicable the renter shall pay to the rental company the cost of the repairs to the vehicle of 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.

(9) RESPONSIBILITY AFTER LOSS OR DAMAGE TO THE VEHICLE

9.1 If during the rental period the vehicle is involved in any 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 the rental company, including but without being limited to the following, where appropriate:

9.1.1 He shall obtain the name and address of everyone involved and of possible witnesses;

9.1.2 He shall not admit any responsibility or liability nor release any part from any liability or potential liability nor settle any claim or potential claim against or by any third part;

9.1.3 He shall notify the police and the rental company as soon as possible and in any event within twenty four hours of the occurrence in question;

9.1.4 Within forty-eight hours of the occurrence in question he shall complete and furnish to the rental company the standard claim form which he shall be responsible of obtaining from the rental company;

9.1.5 Within forty-eight hours of any accident to nor theft or loss of or from the vehicle he shall submit a copy of his drivers license to the rental company;

9.1.6 He shall make adequate provisions for the safety and security of the vehicle;

9.1.7 He shall co-operate with the rental company in this investigation, the making and/or defence of any claim action relating to the incident (including the making of an affidavit if he is requested to do so).

9.2 If the renter is not the driver then without in any way derogating from the renters obligations in terms of this clause 9, the renter shall procure that the driver compiles with the provision 9.1 and the renter warrants that the driver will do so.

9.3 the renter shall furnish to the rental company (and if the renter is not the driver the renter shall procure that the driver furnishes to the rental company) any notice of any claim, demand, summons or the like which the renter or the driver will may receive in connection with the vehicle.

9.4 The renter warrants that the information compiles in the rental company's claim form as referred to in 9.1.5 will be completed, true and correct in every aspect.

9.5 The renter takes full responsibility for any 2nd or more drivers in terms of this whole contract.

(10) EXEMPTION

the rental company shall not be liable for any damage to, or any damage arising out of any defect in, or mechanical failure 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 agreement, or arising out of any cause whatsoever, irrespective whether or not the loss resulted from the negligence of the rental company, its agents or employees. the rental company accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstance.

(11) GENERAL

11.1 This agreement shall be governed in all aspects by the law of Namibia.

11.2 No agreement in variance with the provisions of this agreement shall be binding unless recorded in writing and signed by on behalf of the renter and by or on behalf of the rental company.

11.3 The renter agrees that the rental company is entitled, but not obliged, in its discretion, to institute any action of proceedings for enforcing any of its rights under this agreement in the Magistrate's court, notwithstanding the amount in dispute, and the renter consent to the Jurisdiction of the Magistrate's court.

11.4 The renter shall be entitled to cede any of its rights under this agreement to sublet or part with possessions of the vehicle, its tools or equipment of any part of it.

11.5 If the rental company institutes any legal proceedings against the renter to enforce any of its rights under this agreement he shall be entitled to recover from the renter all the legal costs it incurs to its own attorneys in accordance with their then usual charges and assesses as between attorneys and own client.

11.6 If the renter enters into this agreement on behalf of any principal, including undisclosed principal, he shall be personally liable jointly and severally with his principal.

11.7 The renter chooses the address specified in the rental form as his domicile citandi et Executandi and any notice posted to him there deemed to be received three days after it is posted unless he proves contrary.

11.8 the rental company reserves the right to substitute vehicles reserved with a similar vehicle should the vehicle reserved not be available at the time of hire.

11.9 the rental company takes no responsibility for any personal injuries and/or death of the driver or any passengers arising during the use of any vehicle of the rental company.