



RENTAL AGREEMENT KALAHARI CAR HIRE

HUBERT U. HESTER

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No driving: To Sandwich Harbour, along Kunene, from Epupa Falls east on 3700 to 3701, van Zyls Pass up, through steep and saltwater, sandstorms, along riverbeds, off-road, in twilight, after sunset, before sunrise, not registered roads. **Don't:** step on roof and bonnet, lean against metal parts, exceed 80 km hrs, leave car unguarded, forget to install gearlock, leave key in ignition, drive long distances with 4x4 and hubs engaged. **Note:** engage 4x4 in time to prevent tyre and clutch damage, have brakes cleaned after stucked in mud.

CREDIT CARD DETAILS OF RENTER:

Card No.: _____

Expiry date: _____

Card Holder: _____

Bank Details: _____

Colour: _____ Picture: _____ Type: _____

I confirm, that the above Credit Card is mine and it was present at the time of signing this contract. I understand and accept by signing full responsibility for the costs of all damages incurred for which I am liable as stipulated in the Standard Terms and Conditions of this contract. I further agree that if payment is to be made by Credit Card, my signature below shall constitute authority to debit my Credit Card nominated for the total amount due including my full liability for the damages incurred (plus an additional amount of up to 10% of the estimated damages should the actual billed damages exceed the estimated damages).

Signature Renter: _____

Renter Details:

Name: _____

Date of Birth: _____

Passport No.: _____

Licence No.: _____

Tel. No.: _____

Mother - maiden name: _____

Home Address: _____

Additional Drivers:

Driver: _____

Licence No.: _____ Passport No.: _____

Driver: _____

Licence No.: _____ Passport No.: _____

Driver: _____

Licence No.: _____ Passport no.: _____

Note:

Border crossing authorization for Botswana, Zimbabwe, South Africa

I, the undersigned [herin described as ("the RENTER") agree to rent from KALAHARI CAR HIRE ("the LESSOR") the motor vehicle described in the form (herinafter called ("the VEHICLE")) which expression shall include tyres, tools, accessories and all other items with which it is equipped for the period set out hereon. I have / will read the terms and conditions set out on the front and reverse side of this form and on the brochure and I agree that the said terms, conditions and particulars set out on this form shall constitute a binding agreement between myself and the owner.

Renter: _____

Licensee: _____

Vehicle Type:

Vehicle Type: _____

Chassis No.: _____ Engine No.: _____

Subhired from: _____

Reg. No. _____ Tyres: Rear _____ mm Front _____ mm

Pressure: _____ Bar. Don't pump or flatten unless puncture.

Date out: _____ Date in: _____ Time: _____

Rate: _____

Excess: _____ except negligence / overturning of car / damages

Extras: _____

Extras: _____

Total: _____

Authority for: _____ please

Merch No.: 52211071613719

Vehicle description on departure: Windscreen: _____

Camping Equipment for _____ persons: Roof tents, table, chairs, gas cooker, pots, pans, cutlery, cooking utensils, storage boxes.

Other Equipment: 2 Spare wheels, pump, standard tools, fuel pump, fuses, spare keys, 2nd Jack, Towrope, Jumpsleads, Shovel, Water: Tank 60 Lt., Fittings, Pipes, Rustspray, Bolts, Nuts, Starter, Alternator, Clutch-kit, Battery poles.

I, renter, agree that roof tents, if mounted, are at my own sole risk. This also applies if an additional driver is driving.

Report every incident: tyre puncture, stuck in water or mud, driven through potholes and sandstorm damages, etc.

Chipped tyres, Sidewall inflates, deep cosmetic cuts, deep scratches are not accepted.

Not reported damages: all costs arising plus N\$600.00 penalty.

Although renter has got insurance cover from KALAHARI CAR HIRE with certain amount of excess as pointed out above in the contract in paragraph 8 of standard terms and conditions, renter is still liable for full damage to the Kalahari vehicle if caused by negligence or road conditions not suitable for the vehicle or driving in riverbeds and through water or driving on any terrain or roads which have no road numbers, overspeeding.

Renter: _____

Licensee: _____

(1) INTERPRETATION

- 1.1 In this agreement, except in a context indicating some other meaning is intended:
- 1.1.1 The official Rates brochure means: the official brochure or rental rates and other general information issued by Kalahari from time to time and which is current at the commencement of the rental period.
- 1.1.2 "Kalahari" means: Hubert Hester trading as Kalahari Car Hire
- 1.1.3 The "rental period" means the period from the time the vehicle is delivered at the rental location until its return to Kalahari by the renter.
- 1.1.4 The "Renter" means: the person named as the renter in the rental form.
- 1.1.5 The "renting location" means: the location from which the renter rents the vehicle.
- 1.1.6 The "territory" means: Namibia
- 1.1.7 The "vehicle" means: the vehicle described on the rental form (including all tyres, tools, equipment, accessories and documents in and on the vehicle at the renting location) and includes any replacements for the vehicle which has been officially authorised by Kalahari.
- 1.1.8 Reference to the rental form shall be the rental form forming the first page of this agreement and shall form part hereof.
- 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

Kalahari rents to the renter who hires from Kalahari the vehicle on the terms and conditions of this agreement.

(3) TERMINATION

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

(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 good order and repair and without any 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 Kalahari at the agreed return date/ time specified on the rental form or if this agreement is terminated at any time (for any reasons) before then, then immediately after such termination.
- 4.3 The vehicle shall be returned to Kalahari in the same condition as received, fair wear and tear excepted, and at the agreed return location specified, or if no such location is specified, at either the renting location or another Kalahari location in the same city or town as the renting location.
- 4.4 Without derogating from any other term contained herein, Kalahari 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 the rental calculated for the whole of the rental period at the rates and on the basis specified and agreed with the renter as well as all other charges for the services or benefits opted for or utilised 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 rented, each of which shall be subject to 5.3 and all taxes levied on any amounts payable by the renter.
- 5.2 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 Kalahari on any other fair and reasonable basis and the renter shall be obliged to furnish all such information and assistance as Kalahari may reasonably require for that purpose.
- 5.3 If the renter receives any service or benefit contemplated in is 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 Kalahari's usual basis then applied to it.
- 5.4 The renter shall also be liable for all fines, penalties and the like (including all legal costs incurred by Kalahari 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 Kalahari 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 Kalahari 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 THE VEHICLE

- 6.1 The vehicle may not be used for the conveyance whether of passengers or goods for reward, to proper or tow any other vehicle including any caravan or trailer, to transport goods in violation of the customs laws or in any other illegal manner, in any motor sport, below the high tide watermark at the coast or in any pools or wet salt pans, through rivers or along riverbeds, in sandstorms, beyond the borders of Namibia (unless authorised in writing by Kalahari) 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 before sunrise, except with the express written consent of Kalahari.
- 6.2 The renter shall make adequate provision for the safety of the vehicle and in particular he shall keep the vehicle properly locked and secured and immobilised and the burglar alarm (if any) and gear lock activated / engaged when the vehicle is not in use.

(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 on 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 intoxicating 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 of this agreement.

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

(8) ACCIDENT INSURANCE

- 8.1 The vehicle shall be at the sole risk of the renter throughout the rental period.
- 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 renter's 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 renter's liability shall not be limited if:
- 8.3.1 the loss or damage or the event giving rise thereto was caused by the fault or negligence of the renter or the driver (whether authorised 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 or 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 authorised 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 the vehicle; or
- 8.3.3.2 the vehicle was being used for a purpose prohibited 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 authorised 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 derogating 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 provision of 9.
- 8.4 Accordingly where 8.3 is applicable the renter shall pay to Kalahari 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.

(9) RESPONSIBILITY AFTER LOSS OF OR DAMAGE TO 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 Kalahari, 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 party from any liability or potential liability nor settle any claim or potential claim against or by any third party;
- 9.1.3 he shall notify the police and Kalahari 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 Kalahari the standard claim form which he shall be responsible of obtaining from Kalahari;
- 9.1.5 within forty-eight hours of any accident to or theft or loss of or from the vehicle he shall submit a copy of his driver's licence to Kalahari;
- 9.1.6 he shall make adequate provision for the safety and security of the vehicle;
- 9.1.7 he shall co-operate with Kalahari in the 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 renter's obligations in terms of this clause 9, the renter shall procure that the driver complies with the provision of 9.1 and the renter warrants that the driver will do so.
- 9.3 The renter shall furnish to Kalahari (and if the renter is not the driver the renter shall procure that the driver furnishes to Kalahari) any notice of any claim, demand, summons or the like which the renter or the driver may receive in connection with the vehicle.
- 9.4 The renter warrants that the information compiled in Kalahari's claim form as referred to in 9.1.5 will be complete, true and correct in every respect.

(10) EXEMPTION

Kalahari 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 Kalahari, its agents or employees. Kalahari 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 laws of Namibia.
- 11.2 No agreement in variance with the provisions of this agreement shall be binding unless recorded in writing and signed by or on behalf of the renter and by or on behalf of Kalahari.
- 11.3 The renter agrees that Kalahari is entitled, but not obliged, in its discretion, to institute any action or proceedings for enforcing any of its rights under this agreement in the Magistrate's Court, notwithstanding the amount in dispute, and the renter hereby consents to the jurisdiction of the Magistrate's Court.
- 11.4 The renter shall not be entitled to code any of his rights under this agreement to sublet or part with possession of the vehicle, its tools or equipment or any part of it.
- 11.5 If Kalahari 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 assessed as between attorney and own client.
- 11.6 If the renter enters into this agreement on behalf of any principal, including any 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 (domus et executandi) and any notice posted to him there be deemed to be received three days after it is posted unless he proves the contrary.
- 11.8 Kalahari reserves the right to substitute vehicles reserved with a similar vehicle should the vehicles reserved not be available at the time of hire.