

Africa Adventure VAN & 4x4 HIRE

JIC Travel CC South Africa CK 2005/162992/23

VEHICLE RENTAL AGREEMENT between

JIC Travel CC T/A Africa Adventure Van & 4x4 Hire CK 2005/162992/23, B17 Koppies Rd, Villiersdorp, 6846, South Africa referred to as "US", "WE" or "RENTOR"

AND referred to as "YOU", "YOUR" or "Rentee"

Name: _____

Address: _____

Date of Birth: _____ Age: _____

ID / Passport Nr.: _____ Drivers Licence Code: _____

Valid until: _____ Valid until: _____

RENTAL DETAILS

Description of Vehicle: _____

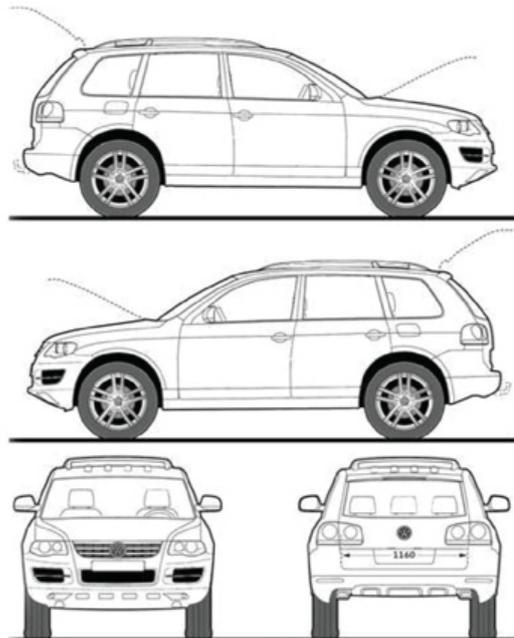
Additional Equipment: _____

Registration Nr.: _____ Year of Registration: _____

VIN Nr.: _____ Engine Nr.: _____

Duration From: _____ Duration To: _____

REMARKS / DAMAGES



Place: _____

Date: _____

SIGNATURE: _____

Africa Adventure VAN & 4x4 HIRE

JIC Travel CC South Africa CK 2005/162992/23

AFRICA ADVENTURE VAN & 4x4 HIRE TERMS AND CONDITIONS

+27 21 007 52 86 (office number)

_____ (24 hours emergency number)

GENERAL DETAILS

If you phone from an international number, the dialling code for South Africa is "+27" and the zero falls away in front of the number. We suggest that you buy a local number just in case you do not have reception on your international number. The service provider we suggest you buy it from is Vodacom. Once you have this local number please send a text to us so that we have your contact details on file if something must be communicated to you.

EXCESS OPTIONS

ZAR 15 000 EXCESS (TYRES AND GLASS EXCLUDED) ALL MODELS

The 15 000 excess means that in case of an accident where you were within the rules of the contract you will be held liable for the amount up to ZAR 15 000. The amount that exceeds this will be covered by Africa Adventure Van & 4x4 Hire. Any normal wear and tear on the vehicle and damages arising from normal wear and tear will be for Africa Adventure Van & 4x4 Hire's account and will not be billed to the client. The covered items exclude: Bumpers, Rims, Canopies, Camping Equipment, Personal Loss, Accommodation costs, Tow in costs, Tyres and Glass parts (if the tyre and glass waiver is not paid for), Underbody Damage, Water Damage, Theft (if keys cannot be presented) AND ALL OTHER ITEMS AS LISTED BELOW. You will be held liable for the full replacement value of these items We do not accept repaired tyres (We will not charge you for a brand-new tyre if the one you have damaged, has already been worn down. We will measure the thread left on it and charge you only for thread left on the tyre).

ZERO EXCESS (TYRES AND GLASS EXCLUDED) ALL MODELS

The Zero excess means that in case of an accident where you were within the rules of the contract you will not be held liable for any repair costs of the vehicle. Any normal wear and tear on the vehicle and damages arising from normal wear and tear will be for Africa Adventure Van & 4x4 Hire's account and will not be billed to the client. The covered items exclude: Bumpers, Rims, Canopies, Camping Equipment, Personal Loss, Accommodation costs, Tow in costs, Tyres and Glass parts (if the tyre and glass waiver is not paid for), Underbody Damage, Water Damage, Theft (if keys cannot be presented) AND ALL OTHER ITEMS AS LISTED BELOW. You will be held liable for the full replacement value of these items We do not accept repaired tyres (We will not charge you for a brand-new tyre if the one you have damaged, has already been worn down. We will measure the thread left on it and charge you only for thread left on the tyre).

ADDITIONAL TYRE AND GLASS WAIVER ALL MODELS

You have 1 spare tyre with a rim in your vehicle. With this waiver you are covered for a maximum of 2 damaged tyres, if three or more tyres are damaged, these will be charged to you. We will not charge you for a brand-new tyre if the one you have damaged, has already been worn down. We will measure the thread left on it and charge you only for thread left on the tyre. This waiver covers all glass parts of the vehicle (all windows on the vehicle, all lights inside and outside, all mirrors inside and outside). It however does NOT cover the radio screen and does not cover canopy windows in the case of an accident where the canopy broke off the vehicle.

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SPEED LIMITS AND TRACKING

Your vehicle is fitted with a tracking device. Should you have an accident and this device shows that you were over the indicated speed limits your excess waiver will not cover the damages on the vehicle. Should an accident occur where you were within the indicated speed limits but were too fast for the road you were travelling on your excess option will NOT cover any damages.

Our speed limits:

- In any town: **60km/h**
- On any main road or highway: **120km/h** (unless otherwise stated by road signs)
- On any gravel road: **80km/h** (own discretion is advised)
- When 4x4 is engaged (High or Low Range): **45km/h**

Make sure that you disengage 4x4 after using it and that you do not drive for long distances with the 4x4 engaged. This will damage the underbody of the vehicle and will be billed back to you.

FORBIDDEN ROADS

It is mandatory for all 4x4 and van rentals to present the indented route you wish to travel before the rental commences. There are **exclusions / forbidden roads** which will be indicated to you. This is for your own safety. Some roads would need at least 48 hours to assist you and you would be stranded for this time.

If it is found that the conditions you have submitted the vehicle to was not suitable for the vehicle type, then Africa Adventure Van & 4x4 Hire will NOT cover any damages / tow in costs arising from this.

PARTS / DEFECTS / SITUATIONS NOT COVERED BY THE EXCESS OPTIONS

Africa Adventure Van & 4x4 Hire will not refund any repairs done to tyres as this tyre cannot be used again. We also do not refund any new tyres that was bought without our consent. Once the spare tyre we have given you is used, we will ensure you get replacement a spare tyre sent to you from our office or advice where you can get it repaired. If any normal wear and tear on the vehicle must be repaired during the trip by an outside supplier that we do not have an account with, you will have to pay the invoice and hand it in to us when the vehicle is returned. A refund will then be processed. This takes about 10 working days to reflect on your account please take note that refunds are done on the end of each month only.

If the vehicle is stolen and the rentee can present Africa Adventure Van & 4x4 Hire with the key then the excess option chosen will cover the vehicle. **If no key can be presented by the rentee, then the rentee will be held liable for the full market value of the vehicle.** In case the vehicle is hijacked, and key was taken with the vehicle, a police report must be presented to us before the excess option you have chosen will cover you.

No damage to camping equipment / vehicle equipment is included in any of the Excess Options. The renter will be held liable for any loss / damage outside of expected wear and tear to camping equipment (this includes Compressor Pumps, tools, Rims, Fridges, Bedding, Tents, Mattresses, GPS, Satellite Phones and Mobile Phones as well) you will be charged for the replacement cost of the equipment, not for the 2nd hand value.

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No refund will be done by Africa Adventure Van & 4x4 Hire for unplanned accommodation in case of any break down with the car, accident with the car or equipment failure during your trip. Our tents are water resistant and not water proof. Thus, if heavy rains are encountered you should plan ahead for proper accommodation.

None of our excess options covers underbody and clutch damage! If you have damage to the underbody and / or the clutch of the vehicle outside of expected normal wear and tear the full replacement / repair costs will be charged to you (the rentee). **Any and all damage to the front and rear bumpers of the vehicle is not covered by any of our excess options.** You will be held liable for the full amount of the replacement of the bumper (no repairs will be done on bumpers). **No damage to the rims is covered by any of the excess options in any situation.** The full replacement value of the damaged rims will be charged to the you - the rentee. **No defects to fridge batteries will be refunded** by Africa Adventure Van & 4x4 Hire. You can put your fridge on high when the car is moving, but as soon as the car stops the fridge has to be turned to low. If you are going to overnight, connect the fridge to normal power (cable will be supplied). If this is not done, your fridge battery will be drained, and it will no longer work until we can find someone to recharge the battery for you (at your own cost). **No damages to the car or break down costs for wheel nuts breaking off will be covered** by Africa Adventure Van & 4x4 Hire. The wheel nuts are checked with you on handing the vehicle over to you and it is explained how to maintain them properly. Thus, if this is not done the way we explained all costs arising from such an incident will be billed to you.

Africa Adventure Van & 4x4 Hire is not liable for any personal loss in the case of any accident.

ACCIDENTS

If you are involved in an accident where there is no third party involved or you were the guilty party in the accident, and your vehicle is a complete write off or is no longer road worthy, then the contract you have signed will no longer be valid regardless if it's the first or last day of the rental. That means that if you then decide to take a replacement car (year model subject to availability) for the rest of your trip, you must sign a new contract with us, pay for the amount of days you are hiring the replacement vehicle, and the rental amount you have paid for the damaged vehicle will not be refunded to you. If you were within the rules of the contract the excess waiver option you have chosen will still cover the damages on the vehicle (as explained above, with all exclusions considered).

All tow in costs that arise for the replacement car to be delivered and / or for the accident damage vehicle to be collected will be billed to you the rentee (if it was an accident where no third party was involved or you were the guilty party in the accident).

If someone else drove into you and you need a replacement vehicle, we will deliver the replacement vehicle free of charge and again if you were within the rules of the contract your excess waiver option will cover you as well. The replacement vehicle will continue on the same rental agreement and no additional charge (outside the excess amount, taking exclusions into account) will be billed to you, the rentee. If you drove into another vehicle then Africa Adventure Van & 4x4 Hire's 3rd party insurance will cover the damages on "the other" car. The renter will be liable for the damage on the Africa Adventure Van & 4x4 Hire vehicle (taking chosen excess option into account).

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South Africa law states that if you drove into the back of another vehicle (stationary or moving) that you are automatically the guilty party. In this case you, the rentee will be liable for all the damage costs on both vehicles.

If there is no medical emergency in the case of an accident, DO NOT leave our vehicle alone next to the road. Thieves tend to strip the cars if they are left abandoned. Should you decide to leave the vehicle and any loss is suffered by Africa Adventure Van & 4x4 Hire, this will be billed to you the rentee.

Give us a call and we will send someone close by to get you and your vehicle safely off the road. This might take a few hours and keep in mind that we make use of external suppliers for this and are subject to their availability of drivers and vehicles.

DAMAGE TO BE REPORTED

All accidents must be reported to Africa Adventure Van & 4x4 Hire, no matter how minor the damage. If accidents are not reported to us **within 24 hours** of the accident, any excess option which you have with us will no longer apply to the damage caused to the vehicle. You will be held liable for the full amount of repairs.

Damages / defects to vehicle or equipment that was not reported to Africa Adventure Van & 4x4 Hire in advance to give us a chance to correct the mistake on our costs will not be considered for a refund when the vehicle is returned. Should damage be reported to us and there is no workshop available to assist in your area (this is for less serious problems where vehicle is still able to drive) we will let the problem be looked at, in the nearest town where they are able to help.

Replacement vehicles will only be sent if the vehicle is no longer safe to drive and we are not able to find a mechanic to fix the problem within a 24 hour period

- from time of call received we have 24 hours to get a proper diagnosis on the vehicle by a licensed mechanic of our choice.
- if this mechanic is not able to sort out the problem there, then we have a further 24 hours to get a replacement vehicle to you.
- we make use of external suppliers, thus please bear with us to get a hold of someone that is available to take care of your problem.
- most workshops / businesses are closed from Friday @ 17:00 till Monday @ 8:00 so there might be a delay during a weekend.

DRIVING AT NIGHT

You are **NOT allowed to drive long distances** (between towns) **at night**. The sun sets around 6pm and rises around 6am. Of course you can drive within a town and do game drives and sunrise breakfasts etc. between these times, you are just not allowed on a high way / gravel road between towns. **The only reason for this is that we have a lot of animals on our roads at night and it's very difficult to see them, thus resulting in accidents.** But we do understand that you can have a flat tyre or get held up somewhere, so if you see you are not going to get to your destination before sunset, please give us a call to inform us. If you do attempt to drive at night without phoning us first, your excess waiver option will not cover any damages sustained.

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EARLY RETURN POLICY

When a car has to be returned earlier than originally booked the following will apply:

- if there is a medical emergency and this can be proven by a medical certificate 60% refund for days returned earlier
- any other reason (if we are notified 72 hours in advance) 40% refund for days returned earlier
- if we are notified less than 72 hours in advance with no proof of medical emergency no refund

EVENTS THAT WILL BE VIEWED AS NEGLIGENCE:

- driving under the influence of alcohol / drugs
- driving while talking on a cellphone
- not wearing your seatbelt while driving
- driving on a main road after sun set / before sun rise (without permission)
- driving on the wrong side of the road
- driving above indicated speed limits
- not reporting accidents / damage to the vehicle
- driving with 4x4 engaged when it's not needed (high or low range)
- over speeding while 4x4 is engaged (high or low range)
- driving through a running river (water damage is not covered by any excess option)
- driving without a drivers licence on your person
- not using indicators when necessary
- not switching on head lights when necessary (we would suggest always keep them switched on)
- driving on unmarked roads
- driving on indicated forbidden roads (above)
- using mechanical dealer that was not approved by Africa Adventure Van & 4x4 Hire
- not being at a safe following distance behind a vehicle (your following distance needs to be adjusted if visibility changes).
- not adhering to the road laws of the country you are driving in e.g. South Africa
- if the roof and/or bonnet is dented (do not step or sit on them).
- if there is engine damage due to overheating (regardless of the cause). Thus, check the heat gauge while you drive and make sure your vehicle is not overheating.
- you are not allowed to tow anything (vehicle / trailer) with any of our vehicles. Any damage that arises from doing so is not covered by any of the excess options.

GENERAL SAFETY TIPS

- Check wheel nuts every single day (make sure you check the wheel nuts before leaving our office.
- Check tyre pressure, oil and water levels every day.
- Check roof tent bolts before starting every day.
- Check if all lights are working every day
- Check that you have loaded up all camping equipment before driving from any spot.
- Check that you are happy with the car, camping equipment and tyres before you leave our office. Once you signed for the car and equipment we take it that you are satisfied and will not refund any complaints.

Please treat our car and equipment as if they are yours. Thank You.

SIGNATURE: _____