



## Rental Contract

Between South Africa 4x4 Rentals

Registration Number: 2018/064909/07 - Hereafter :SA4x4

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**Add Your Details : Name / Surname and Country of Origin – Hereafter : The Client**

South Africa 4x4 kept the rental conditions plain and simple. Written in plain English in order for all to understand. Should you need clarification on any point please contact us on [luan@sa4x4rentals.co.za](mailto:luan@sa4x4rentals.co.za) or [admin@sa4x4rentals.co.za](mailto:admin@sa4x4rentals.co.za)

Client confirms that I have viewed the internal policies of South Africa 4x4 Rentals and I agree with their implementation should they become due and valid. These policies form part of this agreement. Details are available to all clients at : <https://sa4x4rentals.co.za/terms-and-conditions/>

Signature

### Drivers :

- All drivers to have a valid driver's license from their country of origin. International Driver's License is COMPULSORY for rentals outside South African borders.
- The minimum age of drivers are 21. Any age below is subject to written approval from SA4x4.
- Drivers that are under 21 years of age and who have received written permission to rent will be subject to a 10% additional excess on the value of the vehicle, per incident, in the case of an insurance claim, regardless of insurance option paid for.
- Vehicles are allowed to drive on game parks roads, jeep tracks, public bitumen / tar roads or public recognised tracks, in southern Africa.

### Your 4x4 Rental :

- Rental fee is calculated on a daily calendar rate.
- Minimum rental period is seven days.
- All currency transfers and refunds are subject to the daily spot rate as published by any of the four large commercial banks in South Africa. SA4x4 is not liable for any losses due to exchange rates or additional bank fees.

Signature

## Cancellation Policy:

- 25% non-refundable deposit on confirmation to confirm your rental.
- 50% cancellation fee 30 days before rental.
- 100% cancellation fee 7 days before rental.

Signature

## Your Equipment :

- You are supplied with an Equipment Checklist on pick up of the vehicle that reflects all equipment packed for your rental.
- On pick up of the 4x4 a full inspection is made with the client. All equipment supplied and the upkeep and safe keep thereof is the responsibility of the client. SA4x4 will cover equipment losses or breakages up to R 50 per trip, thereafter the client is liable for replacement of lost equipment.
- Any costs for equipment losses and diesel shortages are collected at the end of your trip.

## Insurance :

- Our rentals have no bonds or holding deposits.
- The rental rate you are quoted includes standard insurance. Additional insurance can be taken in order to reduce your risk :
  1. Standard Insurance : Excess of R 30 000, Tyres and windscreen are excluded.
  2. **CDW2** – Additional R 360 per day. Includes Tyres and windscreen.
- An R 4 000 admin fee is charged should an insurance claim arise regardless of which insurance option you chose.
- Client are required to assist SA4x4 with the claim / repair / reporting processes. Failure to assist will result in that claims need to be settled by the client in full.
- All accidents need to be reported within 24 hours at the nearest police station in the country where the accident took place.
- If you want to claim damages from insurance it is regarded as an accident. This claim will require a Police Accident Report made in the country where the accident took place.
- **Accidents that are caused by a single vehicle (roll overs, no other vehicles involved) will carry an additional R30 000 excess regardless of your insurance option.** With Single Vehicle Accidents we do not replace the rolled / accident damaged vehicle and there is no refund for the remainder of the rental. SA4x4 will assist in finding an alternative rental vehicle for the client. Once a replacement has been found the Client signs a new contract with the new rental company. SA4x4 does not sign contracts with 3<sup>rd</sup> parties on behalf of Clients.
- Your insurance details will be confirmed with you at the pick up of your 4x4 vehicle and can be changed at pick up.

Signature

**Our insurance (regardless of your option) will not cover you should you drive your 4x4 rental under the following circumstances:**

- Driving under the influence of liquor, drugs or any item that disables you from driving properly.
- Driving in breach of any traffic laws e.g. : excessive speed.
- Driving at night. ( excludes when you are driving in a town and doing your activities / going to dinner for the evening ).
- Damaged caused by careless, willful or reckless driving.
- Water submersion ( river crossing ) or salt water damage ( launching of boats ). We keep clients responsible for water related repairs up to 6 months after your rental has ended.
- Incorrect use of high / low range and diff locks.
- Incorrect use of clutch.
- Any person driving the 4x4 who was not recorded under the rental agreement.
- Pick up of hitch hikers or passengers, or persons who are not recorded on the client information.
- Use of the vehicle for any illegal activity.
- Full off road use / restricted roads without consent by South Africa 4x4.

**Repair to Vehicle :**

- All our vehicles are serviced in accordance with manufacturer's specifications. We also do additional services and preventative maintenance to enhance the reliability of our vehicles.
- SA4x4 are liable for any major breakdowns in the first 200km. This should be reported immediately by the client. The client will be responsible for any repair after 200km.
- Wear and tear parts are covered by the company, as per the manufacturers list.
- All vehicles are late models with full service history, but should minor repairs be required the Client / renter is permitted to make minor repairs up to the value of R 300.
- For a refund on repairs undertaken, full invoices need to be emailed within 7 days to after your adventure to: [luan@sa4x4rentals.co.za](mailto:luan@sa4x4rentals.co.za). Refund will be made to your Credit Card which was provided at pick up within 21 days after the submission of your claim.
- Any repairs above R 300 require pre-approval – please phone our 24-hour help line number who will assist you with where the repair need to take place and to authorize the expense.
- **No authorization = no refund.**
- Clients to assist in making the vehicle available for repairs and taking the vehicle in for repairs. We use workshops across Africa and they cannot go out to your camp site or meet you in the parking area at the shopping Centre.
- Time loss, inconvenience caused, alternative accommodation costs incurred due to mechanical failure are not covered by SA4x4. Your Travel Insurance should cover this.

Signature

## Replacement of Vehicle :

- We only replace a vehicle when repairs cannot be done and is not able to drive any further.
- We reserve the right to substitute the vehicle in circumstances beyond our control. This includes but is not limited to breakdowns, late returns, customs and accidents. We are not going to get involved in arguments on the merits of the replacement vehicle. The vehicle will be equipped and suitable for your adventure. Models may differ. The replacement vehicle will be the vehicle we have available in our fleet.
- We endeavour to replace a vehicle that cannot be repaired within :
  - 48 hours in South Africa / Lesotho / Swaziland / Namibia / Botswana
  - 72 hours in Livingstone / Zambia / Northern Namibia and remote Botswana
  - 96 hours in North Zambia / Zimbabwe / Mozambique / Malawi /Tanzania and any other countries not mentioned.
  - These time frames exclude Public Holidays and weekends.
- No vehicle will be replaced if the vehicle was driven at excessive speeds or abuse of the vehicle has taken place or the vehicle was taken into areas not specified on the rental agreement. We monitor these activities with satellite tracking.
- Clients that misleads SA4x4 in order to undertake repairs or replace a vehicle will be held liable for cost associated with the repair (actual invoice or replacement (charged at R 12 per kilometer).

## Close Out of Rental / Return of Rental

- On return of your rental SA4x4 inspects the vehicle with the client for any major damage (body, tyres, main equipment). We do not inspect all equipment at the return of the rental. A full inspection is done at our premises the day after the return. Any items missing or broken will be recorded and communicated with the Client.
- We allow a period of 21 days for your rental file to be signed off and completed. This is done by our admin team. Once completed a follow up email will be sent to the Client.
- If there are any refunds due this will be paid within 21 days after the completion of the rental. Refunds are paid back to the original credit card the Client has paid with.

Signature

## Clients Paying via EFT / Debit Card

- SA4x4 do accept clients who prefer to pay by EFT / Debit Card/Credit cards.
- Debit or Credit Cards can be used on our Mobipaid online Payport. We don't do Manual transactions.
- Card imprint of **R 4 000** admin fee will be required at pickup, for both EFT and Card clients and
- **R 30 000** excess imprint for clients on Standard Insurance option.
- Card imprint of **R30 000** will be required in case of Roll over or single vehicle accident.

## Abuse of Our Vehicles

- We reserve the right to take back rented vehicles where excessive speeds or reckless and / or dangerous driving took place.
- Clients will receive a warning via text message to alert clients to any transgressions. Should a transgression take place again we make arrangements where the vehicle will be collected.
- All costs for this collection is for the Client. There is no refund for the remainder of the rental.
- Transgressions are any point on our Critical List that we discuss with the Client at handover of the vehicle. Also see : <https://sa4x4rentals.co.za/terms-and-conditions/>

## General :

- For reasons beyond our control that a reserved vehicle becomes unavailable, SA4x4 reserves the right to substitute the vehicle. This shall not constitute a breach of contract or entitle the client to a refund. Should we not be able to replace the vehicle the rental contract terminates with no further liability incurred by SA4x4. The deposit will be refunded.
- We do not rent out vehicles to tour operators.
- An early return = no refund.
- Late returns will be charged on a per day basis. A penalty fee of R 2000 per day will be charged. Please make arrangements before the time and we will assist without any penalties.
- All border fees of whatever nature, 3<sup>rd</sup> party insurance, road tax or any other fees payable to cross borders remain for the cost of the client.
- The Client must in general disclose their route as specific areas could influence vehicle preparation.
- We reserve the right to amend quotes. Once you have been quoted and we signed a rental agreement there will be no changes to the rates. Only in the event that there is an increase in VAT or other Government taxes we will pass these increases on to our Client.
- We reserve the right not to enter in a rental agreement.
- South Africa 4x4 cannot be held liable for 3<sup>rd</sup> party nonperformance. (accommodation / camp sites, activity providers). This includes border crossings / officials and traffic officers.
- Any problems experienced with a rental vehicle should be reported in writing during the rental period or at drop off. We accept no liability for any claims submitted thereafter.
- Clients acknowledge that due to the nature of these adventure rentals that there may be items that stop working while out on your rental. This can include zippers of your tent, your fridge, a light on your vehicle. The fact that these items stop working on your rental does not warrant a refund.
- You will encounter dust in the African bush. Dust will enter your vehicle/s. No early returns or refunds for inconvenience caused by dust.

Signature

- All relevant documentation (permission letters, cross border documents) is handed to you on collection of the vehicle. Should you request a reissue of these documents a fee of R 750 is applicable. These documents need to be returned at the end of the rental.
- Any cross-border documents you collected when crossing borders with the vehicle must be handed in at the return of the vehicle in order for us to move the vehicle through borders. Cost of reapplying for documents will be passed on to the client. Eg TIP (Temporary Import Permits)
- Costs for the repair / assistance when a client run out of fuel / diesel / lose the vehicle keys or put in the wrong type of fuel or contaminated / dirty fuel, is for the client to cover.
- Please make sure you have a copy of your driver's license, identity document and passport when on route.
- All pictures, illustrations and text are representations only. Variances could occur.
- All disputes are settled under the jurisdiction of a Magistrates Court in South Africa.
- Clients keeps indemnified and holds South Africa 4x4 Rentals (pty) LTD or any director, employee or appointed agents harmless against all loss, damage or claim of whatsoever nature or form.

Signature
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**Signatures:**

**CLIENT TO SIGN HERE**

Thus, done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
 Client  
 Name:

**SOUTH AFRICA 4X4 RENTALS TO SIGN HERE**

Thus, done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
 For: South Africa 4x4 Rentals (Pty) Ltd  
 Who warrants that he is duly authorised hereto