

1. INTRODUCTION

- 1.1 These are the terms and conditions referred to in the Rental Agreement (hereinafter referred to as "The Agreement") between the renter who signs the rental agreement (HEREINAFTER REFERRED TO AS "THE RENTER") and ASCO CAR HIRE PTY LTD (HEREINAFTER REFERRED TO AS "ACH"). "The Renter" includes, jointly and severally, any person or juristic person on whose behalf the agreement is signed. "Parties" refers to both the Renter and ACH. The Renter hereby warrants that all the details provided on the rental agreement are true and correct.
- 1.2 This agreement contains all of the terms and conditions agreed upon between the parties. Any variation/s and /or additions, including but not limited to any extensions to the rental period, must be reduced to writing and signed by the parties before becoming effective and binding. (If this agreement is not validly extended, the waivers in terms of clause 10 will immediately lapse upon expiry of this agreement).
- 1.3 The Renter chooses the physical address furnished on the rental agreement as one of the *domicilium citandi et executandi* possible for the service of all notices and/or legal processes. In addition thereto, if the renter is not an ordinary resident of Namibia, ACH shall be entitled to serve any legal process at any one or more of the addresses stated in the "client data" completed online or in writing by The Renter or Travel Itinerary supplied by the Renter's Travel Agent.
- 1.4 The Renter consents to the jurisdiction of the Magistrate's Court, Windhoek, or any other competent court that has jurisdiction within Namibia. In the event that ACH is required to institute legal proceedings in a country other than Namibia The Renter agrees that the highest costs scale recoverable in the jurisdiction of that country shall apply to those legal proceedings.

2. THE MOTOR VEHICLE

- 2.1 The motor vehicle(s) hired by The Renter (hereinafter referred to as "the vehicle") is described in The Agreement (which description includes any substitute vehicle/s which may replace the original vehicle) and includes all tools, spares, accessories, and equipment in and on the vehicle.
- 2.2 Any costs incurred including, but not limited to, repairing damage, replacement of parts or accessories (without allowing for depreciation), replacing the vehicle (when it is damaged beyond repair), remunerating an assessor to inspect and report on collision damage, as well as any legal costs incurred shall hereinafter be referred to as "damage/s". Any costs incurred due to but not restricted to towing, transport and storing the vehicle shall hereinafter be referred to as "recovery cost".
- 2.3 The Renter warrants and accepts sole responsibility for ensuring that the driver(s) specified in the Rental Agreement (hereinafter referred to as "the Driver(s)"): **Shall, before accepting the vehicle, inspect the vehicle and shall satisfy him/herself that it is in a good working condition and that the wheel lug torque is set to the recommended specifications;**
- 2.3.1 After receipt of the vehicle shall, at the expense of him/herself, properly maintain all fluid levels, including fuel, engine oil and coolant for the running of the vehicle, failing which The Renter shall be liable for any loss or damage as a result;
- 2.3.2 Shall inspect the fitting of the baby seat and satisfy him/herself that it has been properly fitted, if ACH has been requested to provide a baby seat with the vehicle;
- 2.3.3 Shall not lease, lend or otherwise dispose of the vehicle;
- 2.3.4 Shall not transport or load any articles/items which may cause damage to the vehicle or its upholstery;
- 2.3.5 Shall park the vehicle safely and securely or in a secure parking garage when it is not being driven;
- 2.3.6 Shall not allow any person other than the driver/s specified in the rental agreement to operate the vehicle.
- 2.3.7 Shall comply with all provisions of clauses 3 and 4 of this Agreement, where the Driver is not the same person or entity as The Renter.

3. THE DRIVER

- 3.1 The Renter warrants and accepts sole responsibility for ensuring that the driver/s (including additional driver/s) specified in the Rental Agreement:
- 3.1.1 Shall be the only person authorised to drive the vehicle and shall keep the vehicle keys in a safe place at all times.
- 3.1.2 The minimum driver age is 23 years for ASCO Budget Group vehicles with an engine size of 2.4L and above, and 25 years for ASCO Budget Group vehicles with an engine size of 2.8L and above. For ASCO Group vehicles, the minimum driver age is 25 years for vehicles with an engine size of 2.4L and above, and 30 years for vehicles with an engine size of 2.8L and above, unless prior written consent has been obtained from ACH.
- 3.1.3 Is in possession of a valid and unendorsed driving licence, which has been produced to ACH at the commencement of the rental.
- 3.1.4 Shall comply with all applicable road traffic laws, regulations and speed restrictions in the country where the vehicle is operated.
- 3.1.5 Is medically fit to operate the vehicle and is not under the influence of alcohol, medication that impairs driving ability, or any illegal or habit-forming substance.
- 3.1.6 Shall not use the vehicle for racing, towing or any competition of any kind.
- 3.1.7 Shall not use the vehicle for the conveyance of passengers for reward, nor transport hitchhikers or any person unknown to the Driver or the Renter.

4. USE AND RETURN OF THE VEHICLE

- 4.1 The vehicle must be used and maintained in a proper and reasonable manner within the capabilities of the vehicle and shall be used on suitable roads and may only be used for the purpose for which it is intended, and must be returned in the same condition that it was received in, fair wear and tear excepted.
- 4.2 ACH will deliver the vehicle with a full tank of fuel and on return of the vehicle it shall be refilled at the expense of The Renter.
- 4.3 The vehicle shall not be taken outside of the Republic of Namibia without the prior written consent of ACH, which is subject to the terms and conditions of the Letter of Authority for Crossing the Namibia Border, as issued by ACH. The Renter must acquaint him/herself with the additional CDW, TLW, excesses and extra border crossing charges. The Renter shall be responsible for complying with all laws, regulations and entry requirements applicable in any country visited.
- 4.4 Unless agreed in writing, if the vehicle is not returned to any ACH depot by the agreed time and date, The Renter herewith agrees to pay the applicable daily rate as specified in The Agreement plus a 20% late return surcharge thereon for every late day. Furthermore, if the vehicle is not returned timeously, ACH may demand the immediate return of the vehicle and claim any damages that it may suffer as a result of the late return.
- 4.5 **ACH reserves the right, acting reasonably, on return of the vehicle to determine whether it is necessary to carry out any repairs, replacements or valet cleaning to the vehicle and may carry out such repairs and hold The Renter liable for such costs, which shall be payable on demand.**
- 4.6 The Renter shall be liable for all fines, penalties and offences in terms of the Road Traffic and Transport Act 22 of 1999 and Regulations, as amended from time to time, and any other relevant Ordinances or Acts. This includes, but is not limited to, parking fines, traffic violations and other offences arising out of or concerning the use of the vehicle during the rental period, and The Renter indemnifies ACH against all such liability. The Renter hereby authorises ACH to disclose to any relevant authority any information contained in the Rental Agreement or otherwise provided by The Renter or Driver, which may be required by such authority.
- 4.7 A day is a period of 24 hours or part thereof, calculated from the time recorded under "time out" in The Agreement. The minimum rental period is six (6) days and any extensions to the rental period must be in days.
- 4.8 The vehicle monitoring system (Black Box) shall not be tampered with and if tampered with, The Renter shall be liable for all direct, indirect and consequential damages and The Renter shall forfeit all rights to insurances or waivers.
- 4.9 **The Renter is not allowed to drive the vehicle below the high-tide watermark at any time, or through any wet saltpans, water pools, flooded areas or rivers. Water damage is considered negligence and is not covered by any insurance. The Renter shall be liable for the full cost of repairs and any direct or consequential damages to the vehicle resulting from contact with water, which may exceed the selected excess amount.**

For the avoidance of doubt, water damage includes, but is not limited to, damage caused by water entering the engine, drivetrain, electrical components or other vehicle systems, as well as engine overheating or mechanical failure resulting from a clogged, blocked or mud-filled radiator caused by driving through water, mud, grass or similar conditions.

5. RATES AND CHARGES

- 5.1 It is The Renter's duty to acquaint him/herself with and pay on demand the rental rates as agreed, as well as any applicable additional charges including, *inter alia*, delivery, collection, one-way drop-off, baby seat/s, fuel, valet cleaning, repairs, replacements, airport surcharges, contract fee, additional driver charge, incident claim handling fee, traffic fine handling fee, collision damage waiver and/or theft loss waiver and/or personal accident insurance.
- 5.2 Unless The Renter or his/her authorised travel agent has an approved account with ACH, payment must be made by one of the following credit cards: Visa or MasterCard.
- 5.3 Despite the method of payment chosen, The Renter consents to ACH making any enquiries it deems necessary with any credit bureau/x and obtaining from and disclosing to any credit bureau/x, or any other person with whom The Renter has had financial dealings, any information concerning The Renter's credit profile and payment history.
- 5.4 ACH may charge interest on overdue amounts at a rate equivalent to the prime overdraft rate applicable at the time.
- 5.5 The Renter shall remain personally liable for all rental charges in the event that the tour operator, travel agent or any other third party fails to make payment in terms of this Rental Agreement within 60 days.
- 5.6 **It is agreed that, regardless of who is responsible for the accident, damage or theft, the rental period shall remain unaffected** if the rented vehicle becomes inoperable during the rental period as a result of an accident, damage or theft. Under such circumstances, ACH shall not be obliged to provide a replacement vehicle, transport the Renter to any location, or refund any rental charges. **Any recovery costs of the vehicle and the rental charges for a replacement vehicle shall be for the account of the Renter.**

6. CANCELLATION BY THE RENTER

- 6.1 Any cancellation must be submitted to ACH in writing and shall only become effective upon written confirmation by ACH.
- 6.2 The following cancellation fees shall apply and shall be calculated as a percentage of the total rental amount:
42 to 29 calendar days prior to the vehicle collection date: 35% of the total rental amount.
28 to 22 calendar days prior to the vehicle collection date: 40% of the total rental amount.
21 to 15 calendar days prior to the vehicle collection date: 50% of the total rental amount.
14 to 6 calendar days prior to the vehicle collection date: 75% of the total rental amount.
5 calendar days or less prior to the vehicle collection date: 90% of the total rental amount.
- 6.3 Cancellation on the day of collection, failure to collect the vehicle ("No-Show"), or cancellation after the collection date: 100% of the total rental amount.
- 6.4 ACH shall be entitled to deduct any applicable cancellation fees from deposits or advance payments already received.
- 6.5 The rental period shall not be affected by late arrivals, delayed flights, early departures, unused rental days, route changes, or any other unforeseen circumstances beyond the control of ACH. No refund shall be payable in respect thereof.

7. CANCELLATION AND REPOSSESSION OF THE VEHICLE

- 7.1 If The Renter provides any false or misleading information in connection with this Agreement, breaches any provision of this Agreement, or permits any person not authorised under the Rental Agreement to drive the vehicle, ACH may immediately terminate this Agreement and retake possession of the vehicle without prejudice to its right to recover any outstanding rental charges, damages, losses, costs or any other amounts due by The Renter.
- 7.2 The Renter agrees to pay ACH any and all costs, expenses, losses and damages arising from any breach of this Agreement by The Renter, including legal costs on the scale as between attorney and own client.
- 7.3 ACH reserves the right to repossess the vehicle if it reasonably believes that the vehicle is being used in breach of this Agreement, is at risk of damage, loss or theft, or where repossession is reasonably necessary to protect ACH's rights, property or interests.

8. ACCIDENTS AND REPAIRS

- 8.1 The Renter must immediately notify ACH of any accident or breakdown and advise whether any repairs to the vehicle may be required. ACH shall arrange for the towing and repair of the vehicle. The Renter shall not carry out, authorise or permit any repairs to be carried out on the vehicle without the prior written consent of ACH, failing which The Renter shall be liable for the cost of such repairs and any damages or recovery costs incurred as a result thereof.
- 8.2 In the event of a collision or accident, The Renter shall obtain and furnish the details of all parties involved and any witnesses. The Driver shall not admit liability or guilt, shall not abandon the vehicle without ensuring that it is adequately safeguarded and secured, and shall immediately notify ACH and the police. The Renter shall obtain a police case reference number and provide it to ACH within 24 hours of the accident, regardless of any waiver selected.

9. THEFT OF THE VEHICLE

In the event of the theft or hijacking of the vehicle, The Renter shall ensure that the original vehicle keys are handed to ACH within 24 hours and that a police report is obtained and provided to ACH. In the event of a hijacking, ACH may require a police report and/or medical evidence supporting the hijacking. Failure to comply with this clause may result in The Renter being held liable for all related charges and losses.

10. COLLISION DAMAGE WAIVER (CDW) AND/OR THEFT LOSS WAIVER (TLW)

- 10.1 ACH retains ownership of the vehicle at all times, but all risks in the vehicle transfer to The Renter from the time the driver receives the keys until the time the vehicle and the keys are returned to ACH.
- 10.2 The Renter may elect to take out a **Collision Damage Waiver** and/or **Theft Loss Waiver** ('CDW and TLW') against any damage to or loss of the vehicle and/or theft of the vehicle (excluding personal property in or on the vehicle).
- 10.3 **CDW shall cover any damage or loss to the vehicle (but not any other vehicle), incurred in a collision with another vehicle or animal, or person on a National or Municipal road while the vehicle is under the driver's control, less any excess payable if applicable. TLW shall cover any loss of the vehicle through the theft of the vehicle, less any excess payable if applicable.** TLW shall not cover any personal property, which may have been in or on the vehicle.
- 10.4 The Renter acknowledges and accepts liability for an additional charge for CDW and/or TLW as reflected in the rental agreement. The Renter shall be liable for the excesses as specified in the rental agreement and the rates schedule and which are subject to clause 10.5.
- 10.5 Regardless of whether any form of CDW or TLW has been taken, The Renter shall, regardless of fault, be liable for any damage to, loss of, or recovery costs relating to the vehicle in the following circumstances:
- 10.5.1 **If there has been any breach of the terms and conditions of this agreement all of which are material;**
- 10.5.2 **If such damage or loss results from negligence in complying with the ACH Speed Regulations set out in clause 12.3, any road traffic regulations, or any road traffic warnings.**
- 10.5.3 **If the vehicle was driven on unsuitable roads (Undercarriage damage) please see paragraph 13. 'Areas with no or limited back-up'.**
- 10.5.4 **If such damage/s or loss occurred while there was no collision with another vehicle, or animal, or person (single-vehicle-accident). Regardless of speed,**

a single-vehicle-accident is **never covered** with the following excess options: standard excess, reduced excess 1 and 2. In that case, the full damage of the vehicle is on the account of the client (exclusion: See Super Cover);

- 10.5.5 If the vehicle was not driven by The Renter or another authorised driver nominated in the Rental Agreement.
- 10.5.6 If any damage or loss is the result of negligence on the part of The Renter or Driver, as reasonably determined by ACH based on the available evidence.
- 10.5.7 The selected excess amount does not limit The Renter's liability for any damages, losses, legal costs or recovery costs referred to in clause 2.2 of this Agreement.
- 10.6 **The Renter indemnifies ACH against any claims for loss, damages (direct or consequential) and costs (including attorney and own client costs) that may be incurred as a result of or arising out of a breach of The Agreement and/or an act or omission by The Renter or any person that The Renter allows to access the vehicle.**
- 10.7 ACH shall not be liable for any loss, damage, delay, inconvenience, consequential loss, loss of profits or special damages arising from any defect in or mechanical failure of the vehicle, nor for any loss of or damage to any property transported in or left in the vehicle. ACH accepts no liability for delays resulting from breakdowns or any other circumstances beyond its reasonable control.
- 10.8 The vehicle is insured in terms of the provisions of the Motor Vehicle Accident's Fund, Act 10 of 2007 as amended, for any loss or damage that a person suffered as a result of any bodily injury and/or death and subject to compliance with the provisions of the Act.
- 10.9 The waivers referred to in this clause do not cover or apply to:
- (a) Claims arising from injuries sustained by the Driver and/or passengers of the vehicle;
 - (b) Damage to or destruction of property owned by, rented to, transported by, or under the control of The Renter or Driver;
 - (c) Damage to the vehicle's undercarriage (unless specifically covered under Super Cover);
 - (d) Damage resulting from sandblasting;
 - (e) Water damage, including any direct or consequential damages resulting from driving through water;
 - (f) Damage to tyres (unless specifically covered under Super Cover);
 - (g) Damage resulting from the incorrect use of the 4x4 system;
 - (h) Damage resulting from abuse, misuse or incorrect operation of the clutch.
- No repaired tyres will be accepted unless specifically covered under Super Cover.
- 10.10 **Any damages, losses, recovery costs or charges referred to in clause 10.9 may be charged to The Renter's credit card and shall remain recoverable from The Renter. If The Renter or Driver has been negligent, The Renter shall be liable for the full amount of such damages and losses.**
- 10.11 **The Renter agrees to sign the "Damage Report In" when returning the vehicle or, in case the vehicle is replaced by another vehicle, agrees to sign the "Damage Report In" of the vehicle to be replaced, before receiving another rental vehicle.**
- 10.12 **In case of damages to the vehicle The Renter accepts the assessment of any Official Dealer of that make of rental vehicle and/or the assessment of any Independent Assessing Services/Loss Adjuster, even when the "Damage Report In" has not been signed by The Renter for whatsoever possible reason (dispute, unattended vehicle return, etc).**
- 11. AGREEMENT TO FURNISH SECURITY**
- 11.1 In the event of an accident, collision, theft, water damage, negligence, breach of this Agreement, or any other incident which may result in The Renter becoming liable for damages, losses, recovery costs or charges not covered by any waiver, insurance or excess reduction option, ACH may require security for the estimated amount of such liability.
- 11.2 Where the extent of the damages, losses or recovery costs has not yet been finally determined, ACH may estimate the amount of such damages, losses or recovery costs on a reasonable basis and require security for such estimated amount.
- 11.3 The Renter shall not leave the jurisdiction of Namibia until such security has been provided, unless otherwise agreed in writing by ACH.
- 11.4 The required security shall be provided by transferring the estimated amount into a trust account nominated by ACH's legal practitioners, where such funds shall be held pending the final determination of the damages, losses or recovery costs.
- 11.5 Once the damages, losses or recovery costs have been finally determined, ACH shall be entitled to recover from the trust account the amount lawfully due to it, and any balance remaining shall be refunded to The Renter without unreasonable delay.
- 11.6 The assessment of the damages, losses or recovery costs by an Independent Loss Adjustor, Independent Assessing Service or Official Dealer shall constitute prima facie evidence of the amount claimed by ACH.
- 11.7 Failure by The Renter to provide the required security shall constitute a material breach of this Agreement and shall entitle ACH to exercise any rights available to it in law.
- 12. CONDITIONS OF HIRE**
- 12.1 Unless expressly stated otherwise, all rates exclude fuel, tyres, windscreens, accident claim handling fees and any other items specifically excluded under the selected rental option or Super Cover.
- 12.2 ACH reserves the right to replace the vehicle/s with a similar vehicle in the event the original vehicle become immobilised. The Renter shall be liable for fuel usage and stamp duty and for all extras requested by international or local authorities.
- 12.3 ***ACH speed regulations:***
Within certain National Parks: maximum 60 km/h
Within city limits: maximum 60 km/h
All gravel roads: maximum 80 km/h (the ACH speed regulations shall apply notwithstanding any road sign indicating a higher speed limit).
Tarred roads: maximum 120 km/h.

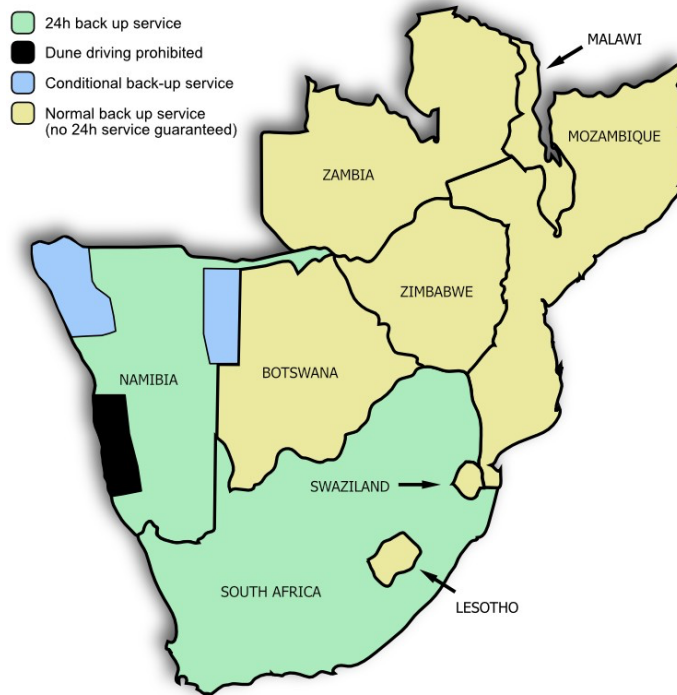
"The parties hereby agree to the use of digital signatures on all Asco Car Hire's documents and agreements as a binding form of signing."

ate: _____ Signature: _____ Name in PRINT: _____

Please contact ASCO CAR HIRE immediately in the event of an accident or breakdown.

Emergency Assistance: +264 (0)81 127 2949 or +264 (0)81 129 2514

13. REMOTE AREAS AND BREAKDOWN ASSISTANCE



We provide a 24-hour breakdown and assistance service for all vehicles. If your vehicle breaks down, Asco Car Hire will help you within a maximum of 24 hours, either directly or by contacting a local workshop.

However, there are some areas where we cannot guarantee technical support within 24 hours:

1. Namibia: Kaokoland and Damaraland
2. Botswana: Complete
3. Zambia: Complete
4. Zimbabwe: Complete
5. Mozambique: Complete
6. Malawi: Complete

Please note the following restrictions in specific areas and related liability of the Renter:

- **Dune Driving** and driving to **Sandwich Harbour**: This is strictly prohibited. If any damages, breakdowns, or repairs occur, you will be responsible for all associated costs.
- **Botswana National Parks and surrounding areas** (including, but not limited to, Chobe NP, Moremi NP, Central Kalahari NP, Kgalagadi NP, Nxai Pan NP, Makgadikgadi NP, Khutse GR, etc.): Travel into these areas is at the **Renter's own risk**, as ACH can only provide assistance through **third-party service providers**. The Renter shall be **fully responsible for all costs** arising from damages, breakdowns, recoveries, towing, transfers or repairs. Standard accident insurance **remains valid** in the event of a collision involving a third party. However, all recovery, towing, transport and related logistical costs shall remain for the account of the Renter, shall not be limited by any excess reduction, CDW, TLW or Super Cover option, and must be settled directly with the relevant service provider before departure from the area.
- **Kaokoland and Damaraland**: Offroad tracks and Van Zyl's Pass, **including official gravel roads D3707 and D3703**: The renter will be responsible for all costs (tow-in costs, repairs, and vehicle exchange costs) resulting from any damages, including undercarriage damages, damages or breakdowns caused by heavy vibrations due to the poor condition of the roads/tracks, or damages and breakdowns caused by collisions with large stones or crevices, associated with driving in these areas, **even if the super cover is chosen.**

Please note that these conditions apply only to the breakdown service in the mentioned areas and not to the insurance cover. All vehicles still have traffic insurance cover.

RENTER'S NAME (PRINT):

SIGNATURE:

VEH. REGISTRATION NO:

DATE: