



---

Please pay special attention to the following terms and conditions, which by the hirer's (hereinafter referred to as "you") signature hereto, you agree to be bound by such terms and conditions, in addition to the terms set out in the Rental Agreement, signed by you:

## **TERMS**

---

- We let and you hire the vehicle and / or equipment described in the Rental Agreement, at the rate as set out on the face of the Rental Agreement or voucher received, as the case may be, plus additional charges, if any, as set out in the agreement.
- You hereby agree to pay all taxes and charges for miscellaneous services applicable hereto.
- Rentals are subject to a minimum period of 5 days in RSA and 14 Days in Botswana, Namibia and Zimbabwe, and are calculated inclusive of the collection and return days.
- Should your booking be cancelled for any reason other than your continued and unforeseen hospitalization, the following cancellation fees shall apply:
  - 25+ days prior to pick-up: 25% of total charge
  - 24 - 14 days prior to pick-up: 50% of total charge
  - 14 days prior to pick-up: 100% of total charge



- The vehicle shall be at your sole and exclusive risk for the entire rental period. You agree to abide by our Terms and Conditions and to respect the rules of the road.

## **PERMITTED DRIVERS**

By signing this document you warrant that you have a clean, unendorsed driving license and that you are between the ages of 25 and 65. Should you require additional driver/s to be added for any portion of the rental period, you hereby agree and undertake to advise us timeously and you will be liable for the cost of any additional insurance cover required in respect of such driver/s, depending on the age of the additional driver/s, with a minimum additional daily fee of R100.00.

## **PERMITTED AREAS OF TRAVEL**

Self Drive Africa Rentals PTY Ltd (hereinafter referred to as “we/us”) hereby reserve the right, at our sole and absolute discretion, to restrict vehicle movement in certain areas due to adverse road or weather conditions, or for any other reasonable cause whatsoever and howsoever arising. Our vehicles are permitted to drive in Zimbabwe, Namibia, Botswana and South Africa. Our Vehicles are not permitted to enter countries not specified above.

Special Authorization is required for vehicles travelling to Zambia, Mozambique, Zimbabwe and Malawi, please take note of the repatriation clause to these countries.

## **REPATRIATION CLAUSE**

In the event of any vehicle insured hereby sustaining damage or being impounded by the authorities, whilst such vehicle is in



Zambia, Zimbabwe, Mozambique & Malawi and is disabled/impounded as a result of such damage, the cost of salvaging and delivering the vehicle to the nearest border post within South Africa will be borne by the lessee and a daily rate will be charged and payable until the vehicle is returned to said border post within the territorial limits of the Republic of South Africa.

## **DUST INGRESS**

PLEASE NOTE: Certain countries in Southern Africa are predominantly arid desert countries and the majorities of secondary routes utilized are on dusty and/or gravel roads. It is however impossible to make vehicles completely dustproof, and therefore NO REFUNDS will be provided for any dust ingress into vehicles or damage to your goods of whatsoever nature.

## **MECHANICAL REPAIRS**

### **Emergency Contact Numbers: South Africa +27 82 3464 908**

- MINOR PROBLEMS/REPAIRS
- Any Vehicle Repairs reasonably required, up to a maximum value of R1,000.00 (ONE THOUSAND RAND) will be paid for by yourself, but may be refunded to you against production of a valid receipt, reflecting the repairs effected and the cost thereof. This refund will be done into your credit card account within a reasonable period from your return, provided that the cause of the repairs was not attributable to negligence on your part.



Notwithstanding the above, fault with the radio, air conditioning or refrigerator, will not be classified as breakdowns which require repairs in terms of this section and no refunds of any nature whatsoever will be made for repair time on these items.

## **CHANGE OF VEHICLE**

Repairs and Maintenance may only be conducted at an authorized Toyota dealership.

## **MAJOR PROBLEMS/REPAIRS**

In the event that major mechanical, electrical or any other repairs are required; the costs of which are reasonably expected to be in excess of R1,000.00; you agree and undertake to contact us for authorization prior to undertaking such repairs.

- PLEASE REFER TO YOUR EMERGENCY CONTACT NUMBER TO NOTIFY US OF ANY PROBLEMS.
- You undertake to report any problems, of any nature whatsoever associated with the vehicle or any accessories included therein or hired, including but not limited to equipment failure and accident damage, to us as soon as is reasonably possible in the circumstances. No claims in respect of any breakdown or damage as aforesaid will be accepted or refunded if not reported to us during the term of your rental.
- We shall take any reasonable steps open to us so as to attend to any technical problems or breakdowns within a 24-



hour period from the time you notify us. For areas outside South Africa, this period will be 72 hours. No refund will be given on rental time lost due to technical problems attended to within the said 24 hour or 72 hour periods.

- In the event that the vehicle category, which you originally selected, is not available for any reason, we shall be entitled to substitute such with a similar or superior vehicle. Such upgrade shall not constitute a breach on our part and you will not be entitled to any refund.
- A new rental agreement with standard CDW will be entered into when a vehicle is replaced or substituted; except in the event of a break down.

#### • TYRES

Save for controlled deflation as required on sandy road conditions, you agree not to operate the vehicle with flat tyres.

- You agree to check tire pressure, including the spare tire, at regular intervals.
- TAKE NOTE: tyres can “blow-out” when subjected to extreme heat. Reduce speed and check tyres at regular intervals.
- All REPLACEMENT tyres are required to be of the SAME BRAND, SIZE and PLY RATING as that of the damaged tire.



- Reconditioned, re-treaded or re-grooved tyres should NOT BE UTILIZED IN ANY CIRCUMSTANCES.
- You are responsible for the costs of replacement of a punctured or damaged tire and any labour or courier costs associated therewith.
- You are required to verify, adhere to and maintain the appropriate tire pressure suitable to your vehicle; it's specific load and the road surface conditions. You may be required to deflate the tyres on corrugated or soft sand roads; and to inflate them again as soon as you return to a hard surface road. Our hand over personnel will guide you in this regard.

## REFRIGERATOR

The refrigerator provided in the vehicle may not be effective in hot conditions. In order for the fridge to operate effectively, you should ensure that the vehicle is level when parked. Refrigerators consume a lot of power when operating at maximum capacity. We recommended that you unplug the fridge over night; so as to avoid exhausting the vehicle's battery. Please note that no claims will be entertained on the performance of refrigerator.

## ACCIDENTS

Please note that although our vehicles may be insured, not all vehicles on Southern African roads are insured, as it is NOT compulsory. It may therefore at times be impossible or impractical to recover damages caused by third parties from



them. PLEASE NOTE that in the event of an accident involving other vehicle/s, you will be obliged to give an accurate and truthful account of events; but you should NOT make any ADMISSION OF GUILT OR LIABILITY to other parties; nor should you make any OFFER OF SETTLEMENT in respect of damages. Should you fail to adhere to the aforesaid, our insurance may REPUDIATE our claim for damages and you may be held personally liable to make good any damages caused to other parties.

TAKE NOTE FURTHER that most accidents occur as a result of:

- Driving or operating a vehicle in a negligent manner;
- Operating a vehicle while under the influence of alcohol or drugs;
- Driving too fast, or excessive speed with regards the specific road, weather or vehicle load conditions;
- Driving on the incorrect side of the road (In Sub-Sahara Africa you should keep LEFT AT ALL TIMES)
- Driving at night
- Drivers fatigue
- Overtaking other vehicles when it is not permitted, alternatively not safe or appropriate to do so;
- PLEASE BE AWARE that pedestrians always have Right of Way and that; in rural areas; children and animals may cross the road at any time and without warning: Special care is



required.

Accidents must be reported to our Johannesburg office; as well as the Police Station nearest the accident, within 24 hours of occurrence. You are further required to obtain a copy of the Police report, together with an Occurrence Book and/or Case number from the Police; as well as the contact details of all other parties involved. The aforesaid report numbers and information should be handed in at the returning branch and you will be required to submit an affidavit setting out the facts of the event for insurance and legal purposes. In the event that ANYONE is injured as a result of an accident, you may not leave the scene of an accident, unless it is to transport such injured parties to the nearest medical facility. Failure to report the accident within the 24-hour period will render your insurance NULL & VOID.

The costs of vehicle repair or accident damage will be established by a quotation for repair required from our approved workshops and / or panel beaters; whose determination will be final and binding. You will be liable for the CDW Excess, or, if negligence on your part is indicated, for the full costs of repair.

If the rental vehicle is involved in an accident and you are at fault, a replacement vehicle (if available) may be made available to you at an additional charge. You must collect this vehicle at your expense, from nearest branch. If you require a replacement vehicle to be delivered, such delivery charges will be for your account.

If you are unable or unwilling to accept a replacement vehicle, no refunds for early termination of the contract will apply.





In such event further, you will not be entitled to a refund in respect of rental days lost during the period in which a replacement vehicle is being sourced or delivered.

If no suitable replacement vehicle is available, no refund will be due to you.

Should a replacement vehicle be available, you will only be entitled to take delivery on entering into a new rental agreement with us.

You will be liable for the costs incurred in transporting the damaged vehicle to our original hand-over premise, in accordance with the specific insurance cover taken by you.

#### **ADDITIONAL OBLIGATIONS**

In addition to the above; you hereby specifically agree and undertake:

- Not to hire or lend the vehicle to anyone;
- Not to permit the vehicle to be in possession or control of anyone other than the additional driver stipulated in the rental agreement;
- Not to operate the vehicle in an unlawful or illegal or reckless manner; or to use the vehicle for any unlawful purpose/s or for a purpose for which it was not designed, including overloading or exceeding the vehicle's load or towing capacity;
- Not to use the vehicle in any way which may unreasonably increase the risk of damage to, or loss of the vehicle or



any of its components, or in a manner which may injure any person or cause damage to any property;

- Not to use the vehicle to carry any passengers or goods for reward, or for racing;
- Not to permit the vehicle to be unreasonably exposed to risk of damage through any civil or public disturbance or unrest;
- In the event that you permit any other person to operate the vehicle, you shall remain personally liable for all your obligations in terms of the agreement, as if you had been the driver;
- We reserve the right to repossess the vehicle at any time if it is found illegally parked, being used to violate the law and/or any of the terms of this agreement; or if it reasonably appears to have been abandoned or neglected.
- We shall further be entitled to repossess the vehicle at any time should we become aware of any misrepresentation made by you or on your behalf, whether to ourselves or to our insurers, and in respect of any information of whatsoever nature submitted to us for consideration by ourselves prior to entering into an agreement with you or thereafter. In this respect, you hereby specifically agree and warrant that any and all information submitted to us will be current, true and correct. You further agree that all representations made by you or on your behalf may be regarded as being of a material nature and that, in the



event of misrepresentation, we shall be entitled to cancel the agreement without notice to you, reposes our vehicle at your expense and finally, to declare any payments made to us in terms hereof to be forfeited to us as agreed, pre-estimated damages (The aforesaid remedies shall be in addition to any other legal remedies which may be available to us, in law.);

- Should the keys to the vehicle be lost or locked in the vehicle, you agree to advise us as soon as possible. We will then, as soon as is reasonably possible in the circumstance, and at your cost, retrieve or replace the keys. In the event of there being a delay, not attributable to us, in replacing the keys, you agree to remain liable for the rental payable in respect of the vehicle until such time as the keys are replaced, notwithstanding that the vehicle may already have been returned to us;
- Take into consideration the conditions of the roads on which you drive, the weather conditions and any other relevant factors which may influence the safety of the vehicle, passengers or other road users and will adjust your driving speed and style accordingly;
- Bear in mind that unsealed roads, dirt roads, dirt tracks, wet roads, sandy or muddy road conditions all require special attention and driving skills and renders the operation of the vehicle POTENTIALLY DANGEROUS;
- Understand the working of the diff-lock. Please ask the handover personnel and consult the vehicle manual.



- All vehicles are equipped with tracking devices, which measure speeds, brake force and GPS location. It is important to note that in the event of an accident we will be required to evaluate this data and an indication or inference of negligence on the part of the driver will result in you being held personally liable for the full costs of repairs and / or damages;
- Always adhere to the rules of the road.
- Never exceed the speed limit; bearing in mind that road, traffic and weather conditions may require diminishing speed to an appropriate level which can be well below the maximum applicable speed limit;
- Our insurers do not cover water ingress. Should any damages occur due to water ingress in the vehicle you will be held liable for the complete works required to render the vehicle suitable for commercial use.
- PLEASE NOTE FURTHER:
- We strongly recommend that you avoid night driving, as wandering animals often stray onto the roads; EVEN WHERE BOUNDARY OR GAME FENCES are in place;
- To reduce the incidence of theft or break-in, DO NOT leave valuable items unattended or visible in the vehicles. Our insurance will not cover the loss of your possessions and we will not accept any liability for the loss of, or damage to, your possessions from vehicles under any circumstances;



- Should you make use of public transport or tour groups in major cities, we recommend you leave the rental vehicle properly secured in a caravan park or secured parking garage;
- You are responsible for insurance of your personal property and you hereby indemnify us against any loss of, or damage to, your personal property;
- The vehicle insurance does not cover personal injury and therefore personal travel-insurance is highly recommended;
- Maximum speeds Allowed
  - 100Kmh on Tar
  - 60Kmh on Graded Gravel
  - 40Kmh on Dirt & Sand Roads
  - 20Kmh on Corrugated Dirt Roads

Persistent abuse of the above will render your insurance Null & Void and you will become liable for all costs relating to damages however attained.

- You agree to return the vehicle in a reasonably clean condition. We reserve the right to charge a CLEANING FEE of R1,000.00 upon return; should the vehicle be returned soiled; in our sole and absolute discretion;



- We also reserve the right to charge you for the following after completion of your rental:
- Any parking or traffic fines incurred while the vehicle was in your care; together with an additional ADMINISTRATION FEE in an amount of R150.00 per fine;
- Any damages to, or defects in the vehicle or it's equipment which you failed to bring to our attention when returning the vehicle;
- Any damaged or missing equipment;
- Gas bottle refills;
- Fire extinguisher, if used;
- Any outstanding money owed to Self Drive Africa Rentals
- PLEASE NOTE THAT THE VEHICLE'S FUEL TANK IS FULL ON HAND OVER AND YOU MUST RETURN IT FULL. SHOULD YOUR VEHICLE BE CHANGED OVER AT ANY TIME, NO REFUND WILL BE GIVEN ON FUEL. Our 4x4 vehicles have been fitted with extended range fuel tanks please ensure you are fully aware of the fuel tank size in your vehicle. An Administration charge of R2.00 per litre will be charged for all vehicles not filled on return.
- When collecting a vehicle at any of our branches, we will supply you with cross border documentation as required for a nominal fee.
- YOU WILL BE LIABLE FOR PAYMENT OF ANY AND ALL PERMITS



/ THIRD PARTY INSURANCES / ROAD TAXES OR ANY OTHER IMPOSTE AS DIRECTED BY BORDER CONTROL OFFICIALS;

- When collecting a vehicle, a complete handover will be done. You are however required to check and confirm every item on the handover form/stock checklist. Additional equipment supplied with our vehicles is NOT covered by your CDW and you will be responsible for these items.
- When using the gas bottle, first blow into the valve in order to release the dust so as to prevent the risk of any gas leaks and fires.

### **PAYMENT/EXCHANGE RATES/CURRENCY VARIATIONS**

IF A CREDIT CARD IS PRESENTED AS PAYMENT, THE CREDIT CARD HOLDER WILL BE JOINTLY AND SEVERALLY LIABLE AS A CUSTOMER.

All credit card transactions are conducted in ZAR.

Due to exchange fluctuations, any amounts, which may be refunded, on return of the vehicle may vary, from that initially debited against the credit card if not in Rands. We accept no liability for these variances and accept no claims for payment for the variances.

- We accept VISA cards.



## **BRANCH HOURS** Office hours:

- Monday - Friday: 08h00 - 16:00
- Weekends: BY ARRANGEMENT ONLY
- Public Holidays: BY ARRANGEMENT ONLY SUNDAY AND PUBLIC HOLIDAY SURCHARGES WILL APPLY SHOULD PICK-UP/DROP- OFF BE ON A SUNDAY/PUBLIC HOLIDAY. Customers collecting/returning vehicles on a WEEKEND or PUBLIC HOLIDAY must agree to a specific collecting/drop-off time. Failure to keep to this allotted time will result in an additional charge per hour, for every hour of the delay. If the vehicle is returned early for any reason, no refund will be granted. If the vehicle is returned late for any reason you will be charged additional fees for lost income on rental. WE MAY REFUSE COLLECTION IF PAYMENT WAS NOT MADE IN FULL BUY THE DATE OF PICK-UP. You will complete a pre inspection vehicle report (VCR) on collection of the vehicle and the vehicle shall be deemed to be in good order, condition and repair and properly filled with oil and water, unless otherwise indicated in the vehicle report.
- **SPECIAL CONDITIONS REGARDING TRAVEL TO ZAMBIA, ZIMBABWE, MALAWI AND MOZAMBIQUE**
- Travel to the countries listed above is to be expressly authorized in writing. Travellers to these countries should note that in the event of a breakdown, impound or accident they will be liable to get the vehicle back to our premises in South Africa. All costs relating to this will be





deducted from the credit card presented at collection of vehicle.

- **INSURANCE – STANDARD CDW**

All Self Drive Africa vehicles are insured against damage, subject to Standard excess.

A Standard Excess applies in the event of any damage to either the Self Drive Africa vehicle or third party property, theft, willful damage, overhead and under body damage, replacement and/or repair of tyres and rims, all towing and recovery costs, replacement and or repair to windscreens, replacement and or repair to radio or CD player. Irrespective of fault, liability will be as indicated at time of rental.

A security bond will be taken against this excess on vehicle collection. The security bond is payable by cash, credit card or travellers cheques. Credit cards accepted are – VISA, MasterCard, Amex or Diners. Should the bond be paid by credit card the amount will be debited to your account immediately, any currency fluctuations are not the responsibility of Self Drive Africa Rentals (PTY) Ltd.

If the vehicle is returned to the agreed location, on time and in good order the security bond will be refunded without deduction within 14 days of rental and will. Deductions will be made to cover any damage to the vehicle, third party property, items lost or damaged. Fines will be deducted without notice.

We reserve the right that should your bond be rejected by the banks to enforce a CDW bond reduction.

Excess on Vehicles is €3,000 or ZAR Equivalent



## **INSURANCE – CDW1**

This option REDUCES THE EXCESS to €1,750 or ZAR Equivalent of the Standard Excess; irrespective of fault.

CDW 1 also covers the following –

- All costs associated with the towing and recovery of the vehicle (except for the areas mentioned above)
- Does not cover Windscreens or Tyres
- Does not cover NEGLIGENCE, MISUSE OR WILFULL DAMAGE, WATER DAMAGE, CLUTCH DAMAGE.

## **INSURANCE – CDW2**

This option REDUCES THE EXCESS to ZERO; irrespective of fault; liability will be limited to the above. CDW 2 also covers the following –

- Any overhead and under body damage
- Replacement and repair costs to tyres and rims, replacement and repair costs to windscreen
- All costs associated with the towing and recovery of the vehicle (except for the areas mentioned above)
- Does not cover NEGLIGENCE, MISUSE OR WILFULL DAMAGE, WATER DAMAGE, CLUTCH DAMAGE.



## **NEGLIGENCE, MISUSE AND WILLFUL DAMAGE**

All vehicles are installed with tracking systems that measure speeds and location. In the event of any damages whatsoever and however sustained; we will be required to evaluate these damages and your general use of the vehicle during the rental period. Any indication of Negligence, Misuse or Willful damage during the rental period will declare your Insurance NULL & VOID and you will be held accountable for all damages and losses and your credit card will be debited immediately.

## **OTHER INSURANCES**

It is strongly recommended that you obtain Personal and travel insurance from your insurance provider. Our insurance liability is limited to vehicles only and does not cover theft or loss of any personal valuables such as cameras, laptops, ipads etc.

## **PASSENGER THIRD PARTY LIABILITY**

We do not cover and personal or property liabilities of any passenger's carried in the vehicle in the event of an accident. It is not recommended to pick up hitchhikers in any country.

## **EXCLUSIONS**

Water damage/water submersion (including salt water)

Damage due to sandstorms

Fire damage caused due to negligence

Willful damage - any damage caused as a result of negligence.



Willful damage includes, but is not limited to:

Driving under the influence of drugs or alcohol;

Driving on restricted roads or in restricted areas;

Sitting or standing on the bonnet or the roof of the vehicle;

Damaging the gearbox due to incorrect use of the clutch/handbrake;

Seizing an engine due to incorrect use of vehicle or supplements;

Failure to stop driving when a dashboard warning light indicates a problem;

Incorrect use of diff-lock and/or transfer cases, i.e. driving on tar roads with electronic diff-locks engaged or exceeding 40km/h with difflock or low range 4wd engaged;

Rolling/damage to a vehicle due to driver negligence;

Falling asleep or drivers fatigue;

Driving between the hours of 18:00 to 05:00;

Driving on the wrong side of the road;

Speeding;



By signing this document you are acknowledging your liabilities when renting a vehicle and/or equipment from Self Drive Africa and you are adhering to our terms and conditions of hire.

Please initial each page and sign in full along with your passport number.

Name.....

Passport  
Number.....