



RENTAL AGREEMENT

A LO E

4X4 CAR HIRE

Emergency Numbers:

Hertie 081 277 6921

Surita 081 124 8401

Office

Tel: (061) 231 349 • Fax: 088 614 940

Mobile: 081 124 8401

Email: aloecarhire@iway.na

PO Box 4187 • Windhoek

169 Mose Tjitendero Street • Olympia

Windhoek • Namibia

VAT Reg. No. 425364701-5

URGENT NOTICE: In order for a refund a Tax Invoice is required in the name of Aloe Car Hire, P.O. Box 4187, Windhoek. If this is not provided NO REFUND will be made to you as our client!!!

*Also note that if you don't call us with a complaint of something not functioning properly while on tour, NO REFUND will be given

DETAILS OF RENTER

Name _____

Date of Birth _____

Passport No _____

Licence No _____

Tel. No in Namibia _____

Home Address _____

ADDITIONAL DRIVERS (Not the above renters name again)

Driver (1) _____

Licence No _____ Passport No _____

Driver (2) _____

Licence No _____ Passport No _____

Driver (3) _____

Licence No _____ Passport No _____

CREDIT CARD DETAILS

Card Holder's Name _____

Credit Card No _____

CVV Nr _____ Expiry Date _____

Type _____ Visa / Master

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: _____

NOTE:

Border crossing authorization for Botswana, Zimbabwe, South Africa, Zambia must be requested from Aloe Car Hire.

I, the undersigned (herein described as ("the RENTER") agree to rent from **Aloe Car Hire** (the "LESSOR") the motor vehicle described in the form (hereinafter called ("the VEHICLE") in which expression shall include tyres 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 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: _____

VEHICLE TYPE

Vehicle Type _____

☐ 95 Unleaded ☐ 93 Leaded ☐ Diesel

Reg. No _____ Fuel Out ☐ 4/4 ☐ 3/4 ☐ 2/4 ☐ 1/4 ☐ E

RENTAL INFORMATION

			TOTALS	
RENTAL	DAYS	@ N\$		
FRIDGE/GPS	DAYS	@ N\$		
INSURANCE	DAYS	@ N\$		
INSURANCE	DAYS	@ N\$		
DROP OFF/PICK-UP FEE				
SUB TOTAL				
GRAND TOTAL				
DELIVERED	RETURNED			
TIME	TIME			
PLACE	PLACE			

INSURANCE EXCESS DEPOSIT

N\$	Y	N	SIGNATURE
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By signature the RENTER agrees to pay insurance excess deposit for CDLW on the described VEHICLE and deposit for CDLW on optional equipment, if not, the RENTER is liable for the total value of the described VEHICLE and optional equipment.

VALID CREDIT CARD DETAILS & IMPRINT OF THE DRIVER

Date: _____

Card No.: _____

Expiry Date: _____

CCV No.: _____

Excess Amount: _____

Authorisation Code: _____

1. INTERPRETATION

- In this agreement, except in a context indicating some other meaning is intended:
- The official rates brochures means: the official brochure or rental rates and other general information issued by **Aloe 4X4 Car Hire** from time to time and which is current at the commencement of the rental period.
- Aloe** means: **Hertie Schoeman** trading as **Aloe 4X4 Car Hire**.
- The "rental period" means the period from the time the vehicle is delivered at the rental location until its return to **Aloe** by the renter.
- The "Renter" means: the person named as the renter in the real form.
- The "renting location" means" the location from which the renter rents the vehicle.
- The "territory" means: Namibia
- 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 authorized by **Aloe**.
- Reference to the rental form shall be the rental form forming the first page of this agreement and shall form part thereof.
- The singular shall include the plural and vice versa, the masculine gender shall include the feminine and vehicle versa and natural persons shall include legal and juristic persons and vice versa.
- The headings appear for reference only and shall not influence the proper interpretation of this agreement.

2. RENTING

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

3. TERMINATION

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

4. DELIVERY AND RETURN

- 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.
- The renter shall at his own cost return the vehicle to **Aloe** 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.
- The vehicle shall be returned to **Aloe** in the same condition as received, fair wear and tear expected, and at the agreed return location specified, or if no such location is specified, at either the renting location or another **Aloe** location in the same city or town as the renting location.
- Without derogating from any other term contained herein, **Aloe** shall be entitled at the expiry and/ or termination of this agreement for whatever reason to retake possession of the vehicle it may be located and from whoever is in possession thereof.

5. RENTAL CHARGES

- 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 utilized by the renter, including but not limited to the charges for one way fee, delivery fee, collection fee, additional medical insurance and refueling 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.
- In determining the rental charges the distance traveled by the vehicle (where required) shall be determined from the vehicle's odometer of if this is not possible for any reason by **Aloe** on any other fair and reasonable basis and the renter shall be obliged to furnish all such information and assistance as **Aloe** may reasonable require for that purpose.
- If the renter received any services or benefit contemplated in its 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 of or no such basis is specified on **Aloe** as usual basis then applied to it.
- The renter shall also be liable for all fines, penalties and the like (including all legal costs incurred by **Aloe**) 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 **Aloe** against all such liability.
- All charges payable by the renter shall be payable in cash on presentation of an account.
- If **Aloe** 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.
- All rates include maintenance and oil, but do not include fuel and tyres.

6. USE OF THE VEHICLE

- 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 authorized in writing by **Aloe**) or 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 **Aloe**.
- 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 immobilized and the burglar alarm (if any) and gear lock activated engaged when the vehicle is not in use.

7. THE DRIVER

- 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.
- 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 influencing of intoxicating liquor or of a narcotic drug and that every driver of the vehicle during the rental period will have a valid license to drive the vehicle, will comply with all applicable laws and will comply in all respects with the provisions of this agreement.
- If the vehicle is driven by anyone other than the renter, then without derogation from any rights or remedies which **Aloe** may have, the renter shall remain liable for all his obligations in terms of this agreement and in particular he shall be liable to **Aloe** 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

- The vehicle shall be at the sole risk of the renter throughout the rental period.
- 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 renters' 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.
- The renters' liability shall not be limited if:
- the loss or damage of the event giving rise thereto was caused by the fault or negligence of the renter or the driver (whether authorized or not) if the vehicle; or
- 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 authorized or not) of the vehicle; or
- at the time of the occurrence of the loss or damage or the event giving rise thereto
- the vehicle was being driven on a road which was not tarred or generally whose condition was otherwise not suitable for the vehicle; or
- 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
- the vehicle was being driven by a person not authorized to do so in terms of 7.1 or 7.2; or
- in the case of theft or loss of or from damage to the vehicle, the renter was in breach of 6.2; or
- without derogating from any of the foregoing, the renter was in a breach, or was committing a material breach, of this agreement
- after the occurrence of the loss or damage for 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 **Aloe** the cost of the repairs to 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

- 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 **Aloe**, including but without being limited to the following where appropriate:
- he shall obtain the name and address of everyone involved and of possible witnesses;
- 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;
- he shall notify the police and **Aloe** as soon as possible and in any event within twenty-four hours of the occurrence in question;
- 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 license to **Aloe**.
- he shall make adequate provision for the safety and security of the vehicle;
- he shall co-operate with **Aloe** in the investigation, the making and/or defense of any claim action relating to the incident (including the making of an affidavit if he is requested to do so).
- If the renter is not the driver then without in any way derogating from the renters 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.
- The renter shall furnish to **Aloe** (and if the renter is not the driver the renter shall procure that the driver furnishes to **Aloe** any notice of any claim, demand, summons or the like which the renter or the driver may receive in connection with the vehicle).
- The renter warrants that the information compiled in **Aloe's** claim form as referred to in 9.1.5 will be complete, true and correct in every respect.

10. EXEMPTION

- Aloe** 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 **Aloe**, its agents or employees. **Aloe** accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstance.

11. GENERAL

- This agreement shall be governed in all aspects by the laws of Namibia.
- 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 **Aloe**.
- The renter agrees that **Aloe** is entitled, but not obliged, in it's direction, 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 Magistrates Court.
- The renter shall not be entitled to cede any of his rights under this agreement to sublet or part with possession of the vehicle, its tools or equipment or an part of it.
- If **Aloe** 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.
- 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.
- The renter chooses the address specified in the rental form as his *domicilium citandi 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.
- Aloe** reserves the right to substitute vehicles reserved with a similar vehicle should the vehicles reserved not be available at the time of hire.

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 **Aloe 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 **Aloe** 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.



PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION

I, _____ herewith agree, to comply and adhere to the following:

This Agreement is binding to the rental contract _____ signed by the renter.

PLEASE NOTE FOR NO DRIVING AREAS: Recovery cost in these areas will be on the Renters account. No backup can be guaranteed.

NO DRIVING to Sandwich harbour, along beaches or on dunes, and van Zyls Pass up, through deep (30 cm) and saltwater, sandstorms, along riverbeds, off-roads in twilight, after sunset, before sunrise, not registered roads. **DON'T** step on roof and bonnet, exceed 60km hrs, on gravel road, leave car unguarded, leave key in ignition, drive long distances with 4X4. **NOTE:** engage 4X4 in time to prevent tyre and clutch damages, have brakes cleaned after stucked in mud.

No Smoking - N\$ 2000.00 penalty.

- **DO NOT** leave any valuables or bags - even empty, in vehicle when parked.
- Lost, stolen or damaged rims are **NOT COVERED** by any insurance and will be on the Renters account.
- Make sure your vehicle is locked by pulling on the handle after locking with the remote.

INSURANCE COVER:

- The Insurance **ONLY** applies in case of a collision with another **moving object** (e.g. vehicle, animal or human)
- In case of a collision with another vehicle, animal or theft of the care the Excess authorised by Credit Card will be **subtracted immediately**, from the renters' credit card. In this case (if all given procedures have been followed) the renter will be liable up to the excess amount. This only applies if the renter was not in breach of contract. The Contract is herewith cancelled and the rest of the rental will **NOT** be paid back **OR** used for the new exchange car which will NOT necessarily be delivered if the Rental Company chooses not to do so whatever the circumstances may be.

In case the rental company decides to deliver an exchange vehicle, a new Excess (**not reduceable anymore**) plus the new rent must be paid or subtracted from the Credit Card **BEFORE** the car will be delivered to the renter.

Insurances does not cover the following circumstances: overturning of the car, speeding, reversing and connecting with stationary obstacles, water, sand & mud damage, accidents where there is no animal or other car involved, damage sustained as a result of towing or transport of vehicle. In the above circumstances the renter shall be liable for the full amount of damages sustained.

NOTE: Recoveries in and from neighbouring countries and remote areas are not covered.

- **In case the renter is in breach of the Rental contract the rental company will hold the renter liable for an Excess of N\$ 100,000.00.**
- Speed fines must be paid in full before departure from Namibia.

All Recovery costs will be on the renter's account, **except** when the damage is caused by usual wear and tear. When driving in neighbouring countries all recovery cost will be on the renter's account.

It is compulsory for the renter to contact the Car Rental Agency should any technical or mechanical defects occur.

- No fuel tanks will be full at time of take-over. Vehicle must be returned with the same level of fuel as the day of take-over.
- Note that chipped, cut and sidewall damaged tyres cannot be fixed, will not be accepted and will be charged.

Clutch and under body damages are **NOT COVERED** by any insurance and will be on the Renters account

- In the event of clutch damage, the following steps will apply:
 - i. The basic fee of N\$15,000.00 will be deducted from the Credit Card before any replacement vehicle is sent (N\$25,000.00 when outside Namibia).
 - ii. The replacement vehicle will not be handed over to the renter if all the documents are not signed.
 - iii. The fees mentioned above will not be the final calculation as this can only be determined once the vehicle has been recovered and all costs have been finalized.

Vehicles have to be returned, at the exact time stated on the Contract and Check Sheet. This applies to weekend returns especially!!! Early returns have to be arranged 2 days prior to original return date and no refund will be given for early returns.

Transport and replacement of tyres and any damaged camping equipment is not covered.

There will be an extra charge for: extremely dirty cars and camping equipment, transport of the vehicle out of remote areas.

- **Single Vehicle Accidents:** Not covered by any insurance. Bumping a tree/pole while reversing the car, accidents without a collision involving a moving object (animal, person or vehicle) are single vehicle accidents, and the client will be held liable for N\$ 100 000, plus all recover costs.

Losing control over the vehicle and rolling the vehicle is not covered by any insurance. This insurance does not cover any of the below collision with a moving object (animal, person or vehicle), rolling the vehicle, undercarriage damage, sandblast/storm damage, the windscreen, side windows and damaged tyres.

- The Tyre and Windscreen Insurance includes **two completely damaged tyres** and proper tyre repair and one Windscreen.

- **Polishing fee of N\$ 660.00 will be charged if car is badly scratched.**
- **If involved in a vehicle accident and new vehicle is needed, the renter will have to rehire a vehicle and not refund will be given on the previous contract.**

- **All breaks will be handled within 24 hours.**

- **Does not included deep cosmetic scratches.**

60km/h on gravel roads
4X4 speed limits: 20km/h low, 60km/h high
Disengage 4X4 immediately after use

REPORT EVERY INCIDENT tyre puncture, stuck in water or mud, driven through potholes and sandstorm damages. etc.

NOT REPORTED DAMAGES all costs arising plus N\$600.00 penalty.

Although renter has got insurance cover from **Aloe 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 **Aloe** vehicle if caused by negligence or speeding 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, speeding.

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

In case of an accident no refund will be given and this contract will expires.

Any damages caused by **DAMAGE MISSUSE** by the renter, are not covered by **any** insurance and will be on the Renter account.

Signature: _____

Date _____