



TERMS, CONDITIONS (& GUIDELINES) OF HIRE AND CARRIAGE

which, if accepted, forms part of the rental agreement entered into by and between A- Grid Cars and Rentals CC (hereinafter “**A-Grid C&R**”) and the customer

It is recorded that an acceptance of A-Grid C&R’s quotation, the subsequent booking of a vehicle, signature and return (constituting acceptance) hereof will be regarded as a contractually agreed rental agreement entered into by and between A-Grid C&R’s and the customer, which acceptance incorporates acceptance of A-Grid C&R’s Terms, Conditions (and Guidelines) of Hire and Carriage recorded hereunder.

TERMS AND CONDITIONS OF HIRE AND CARRIAGE

1. The rental rates, quoted in Namibian Dollar (N\$), include:

- 1.1 Value Added Tax (VAT) at a rate of 15%.
- 1.2 Unlimited kilometres.
- 1.3 Collision and Theft Insurance Cover.
- 1.4 All factory fitted / -supplied vehicle specific standard vehicle accessories, being fire extinguisher, spare wheel, jack spanner and first aid kit.

2. The rental rates exclude:

- 2.1 Insurance excess deposit and non-waivable excess. (In regard to any and all insurance related queries see the heading *Insurance* hereunder and **A-Grid C&R’s** insurance policy schedule, the latter which will be made available upon request, for further details).
- 2.2 Additional and young driver (under the age of 23 years old) insurance surcharge.
- 2.3 Delivery and collection fees.
- 2.4 Non-standard vehicle accessories and/or equipment, including trailers.
- 2.5 Damages/loss excluded from the insurance coverage.
- 2.6 Damage/loss claim and fines administration fee.
- 2.7 Additional insurance for tyre and windscreen damage.
- 2.8 Cross border permits.
- 2.9 Cleaning fees amounting to N\$ 400.00.
- 2.10 Fuel.

3. Minimum rental duration and costings:

- 3.1 Minimum rental period is 5 days in Namibia and 10 days outside of Namibia, in either case from **A-Grid C&R’s** Swakopmund/ Otjiwarongo/Tsumeb/Oshakati Depot collection point.
- 3.2 For purposes of calculating a day, each period of 24 hours from time of collection / delivery is regarded as a day.
- 3.3 No refunds are applicable for early returns.

4. Terms of Payment:

- 4.1 A **50% non refundable** deposit is required to confirm a rental and is payable with vehicle availability confirmation.
- 4.2 Full payment of the remainder of the rental amount is due 10 days before collection/delivery of the vehicle.
- 4.3** Invoice Payment will be accepted in cash, by credit card, electronic bank transfer (in which case proof of payment must be furnished prior to or at collection/delivery) .

5. Bank account

A- Grid Cars and Rentals CC
Bank Windhoek, Namibia

Account Number: 8004691641
Branch code: 481-573
Swift code: BWLINANX

6. Cancellations & No-shows

6.1 Any cancellation by the customer of a confirmed booking must be done in writing, fax, telex to the NTS whereupon cancellation charges will apply as follows:

6.1.1. in the event of a cancellation of a confirmed booking 61 (sixty one) days or more prior to the date on which the Services are set to commence, the full 25% (twenty percent) bookings deposit will be forfeited;

6.1.2. in the event of a cancellation 60 (sixty) to 31 (thirty one) days prior to the date on which the Services are set to commence, 50% (fifty percent) of the total payment in respect of the booking will be due and payable; and

6.1.3. in the event of a cancellation 30 (thirty) days or less prior to the date on which the Services are set to commence (including any "no shows"), 95% (ninety five percent) of the payment in respect of the booking will be forfeited.

7. Duty of Care

7.1 During the rental period the customer is to regularly check the oil, water and tyre pressure of the vehicle. Non-observance will leave the customer liable for resulting damage. The customer is to return the vehicle with the same fuel level as at the time of collection / delivery but will not be refunded should the vehicle be returned with a higher fuel level than it was collected / delivered with.

8. Drivers

8.1 A valid and unendorsed license must be produced by all drivers.

8.2 The minimum age for authorised, licenced drivers is 18 years old. (N\$650.00 is payable once off per driver younger than 23 years old).

8.3 Maximum of 3 drivers are allowed per vehicle.

8.4 **Valid driving licenses are:** An international driving license, a European Community driving license, any national driving license in English, any non-English driving license with a certified translation in English.

9. Collision / Accidents and Damages:

9.1 **ALL** collisions / accidents must be reported to the local police within 24 hours from occurrence.

9.2 Where collision damage renders a vehicle unusable, a replacement vehicle can be supplied by **A-Grid C&R's**, if available and subject thereto that such supply is solely **A-Grid C&R's**' prerogative. All additional costs as a result of such supply are for the expense of the customer.

9.3 It is the customer's responsibility to return all accident damaged vehicles to within the borders of Namibia.

9.4 No refund will be given for lost days due to collision damages.

9.5 Should the customer continue with a replacement vehicle then a new rental contract and insurance conditions will apply.

9.6 Delivery / collection of vehicles supplied as replacement vehicles are charged at the current delivery/collection fee, which is N\$ 12.00 per kilometre travelled for such replacement.

10. Extending Rental Period

10.1 To extend the rental period, please advise **A-Grid C&R's** 48-hours (2 days) prior to the original contract's expiry date, failing which the insurance cover will lapse wherefore breach of this clause will cause the rental to proceed at the sole risk and liability of the customer.

11. Termination of Rental

- 11.1 Allow at least 30 minutes to return the vehicle and settle final charges. At return of the vehicle upon termination of the rental ensure that the keys are handed to **A-Grid C&R's** personnel only. **A-Grid C&R's** will not be liable for any losses/damages incurred whatsoever by the customer due to flights missed. It's the customer's responsibility to allow ample time to return to the point of departure and allow for any possible delays along the way.

12. Cross Border Rental

- 12.1 No vehicle may be taken out of Namibia without prior authorization and a valid permit issued by the relevant authorities.
- 12.2 Travel is allowed only to neighboring SADC countries, subject to 1 above.
- 12.3 Customer is responsible, solely at customer's cost, to return damaged vehicle to **A-Grid C&R's** Depot, Swakopmund/ Otjiwarongo/ Tsumeb, Namibia.
- 12.4 The excess fee will automatically be doubled for cross border rentals and is agreed to by acceptance hereof.
- 12.5 A detailed travel itinerary must be produced to **A-Grid C&R'**.
- 12.6 Vehicle taken to non-SADC countries is not covered by **A-Grid C&R's** insurance, the hirer will be fully responsible for any costs due to breakdowns or damages caused to vehicles and **A-Grid C&R's** accepts no liability whatsoever.

13. Road restrictions:

- 13.1 The **A-Grid C&R's** 4WD vehicles are allowed on numbered public roads only.
- 13.2 Off road driving are done at the clients own risk, should **ANY** damage be caused to the vehicle due to off road driving, even in case of the vehicle mechanical failure the client will be fully responsible for **ALL** costs involved
- 13.3 Roads that are considered off road driving by **A-Grid C&R's**, due to very bad conditions:
- 13.3.1 Any roads north of Purros
- 13.3.2 Any roads going west of Opuwo
- 13.4 Public Roads that is own risk with **A-Grid C&R's** vehicles:
- 13.4.1 D2342 and D2303
- 13.4.2 D3707
- 13.5 Chobe/savuti, Moremi & Kgalagadi National Parks, Khaudum National park and surrounding areas: **Enter at own risk!!!**
- 13.6 No backup can be provided by **A-Grid C&R's** outside of the borders of Namibia although **A-Grid C&R's** can assist to arrange backup from Maun, subject to 14.6 hereunder.
- 13.7 Driving on any beach, at own risk.

14. Breakdown & Roadside Assistance

- 14.1 All vehicles are backed up by a 48-hour breakdown and service assistance in Namibia only.
- 14.2 In case of a mechanical breakdown **A-Grid C&R's** will assist you within 48 hours directly or through a local workshop, in Namibia only.
- 14.3 When a vehicle becomes immobilized, once again in Namibia only, due to a manufacturing fault, **A-Grid C&R's** will recover and replace the vehicle at no cost for the customer.
- 14.4 The customer will however be responsible for any and all costs incurred where the vehicle has been damaged or broken down due to driver error.
- 14.5 Customer is liable for all costs resulting from damages, tow-ins, breakdowns, transfers and repairs resultant from breach of road restrictions.
- 14.6 Customer is liable for all costs resulting from damages, tow-ins, breakdowns, transfers and repairs occurring outside of the borders of Namibia.

15. General

- 15.1 Vehicles must be returned in the same condition as received, including all accessories and equipment.
- 15.2 Vehicles are rented subject to the terms and conditions of the rental agreement, laws of Namibia and **A-Grid C&R's** insurance policies.
- 15.3 **A-Grid C&R's** reserves the right to substitute vehicles with a similar vehicle.
- 15.4 Traffic fines are for your own account and will be charged to your credit card if you do not settle fines before leaving Namibia.
- 15.6 Camping equipment not covered by insurance.
- 15.7 All additional camping equipment like fridges, GPS, Sat phone etc., are tested before the customer leaves **A-Grid C&R's** premises wherefore **A-Grid C&R's** does not accept liability if the item stops working while on rental and no refunds will be given for such instances.
- 15.8 NO SMOKING IN THE VEHICLE – A FINE OF N\$ 1000.00 PAYABLE IF DETECTED BY SMELL.
- 15.9 **A-Grid C&R's** does not, for reliability and liability reasons, accept "Tracks for Africa Maps" - the customer will be issued an official road map of Namibia upon arrival.

16. Insurance Conditions & Information

16.1 Excess & Security Deposit

- 16.1.1 The full excess amount in regard to compulsory insurance, which also serves as damage deposit, per vehicle is payable as a deposit when the vehicle is collected / delivered. This deposit, or what remains of it, is refunded to the customer once the vehicle has been returned and after any charges for minor damages have been recovered.
- 16.1.2 The excess is payable only by credit card or in cash at collection / delivery of the vehicle.
- 16.1.3 **A-Grid C&R's** reserves the right to cost the rental agreement and charge credit cards within 7 days of termination of the agreement should matters such as damages, traffic fines or any additional costs become apparent during this period directly following the rental period.
- 16.1.4 The full insurance excess can be reduced by purchasing the benefits of REW (Reduced Excess Waiver) or SEC (Super Excess Cover) with remaining excess, both which options are detailed hereunder.
 - 16.1.4.1 **REDUCED EXCESS WAIVER (REW)**
Provided that the customer purchased the benefits of the REW and did not breach any provision of the RENTAL Agreement or Insurance Policy, the full excess is reduced to a reduced excess per car group rented.
 - 16.1.4.2 **SUPER EXCESS COVER (SEC)**
Provided that the customer purchased the benefits of the SEC and did not breach any provision of the RENTAL Agreement or Insurance Policy, the full excess is reduced to N\$ Nil per car group rented, in respect of any claim for repairing any accident damage to the vehicle or for loss, resulting from theft of the vehicle and/or damage of the original part(s) of equipment from the vehicle. Even if SEC has been purchased, the reduced Excess of the applicable car group will however be payable if the accident occurs on a gravel road or where no other vehicle or animal is involved. The SEC does not cover any accidents outside the borders of Namibia - in case of cross border accidents the full excess will still be payable by the customer irrelevant of having purchased SEC
- 16.1.5 Neither form of insurance taken out, be it compulsory, optional or possibly other, are refundable.

Regardless of whether any form of REW or SEC has been taken, The CUSTOMER shall regardless of fault, be liable for any damage/s to or loss of the vehicle and recovery cost in the following circumstances:

1. If there has been any breach of the terms and conditions of this agreement all of which are material;
2. If such damage/s or loss is as a result of negligence in complying with any **A-Grid C&R's** speed regulations, road traffic regulations or road traffic warnings;
3. If the vehicle was driven on unsuitable roads, or if such damage/s or loss occurred while there was no collision with another vehicle, or animal, or person;
4. If the vehicle was NOT driven by The CUSTOMER or another authorized driver nominated on the rental agreement;
5. If any damage/s or loss is as a result of any other form of negligence as determined by **A-Grid C&R's** Claims Department and Company Directors in their sole discretion.

16.2 The following is not covered by the standard A-Grid C&R insurance

- 16.2.1 Personal Property.
- 16.2.2 Personal injury / death.
- 16.2.3 Tyre, Windscreen & Glass damage (optional insurance is however available on request and at customer's cost, which optional insurance does however not include coverage of the wheel rim).
- 16.2.4 Sandstorm and water damage.
- 16.2.5 Under-carriage damage not caused by a collision.
- 16.2.6 Any accessories/equipment that comes with the vehicle, other than factory fitted / -supplied vehicle specific standard vehicle accessories/equipment.

16.3 Factors that will negate all insurance cover

- 16.3.1 Gross and / or criminal negligence.
- 16.3.2 Unauthorized drivers and drivers under the age of 23 years.
- 16.3.3 Failing to obtain authorization to extend the rental.
- 16.3.4 Not reporting an accident or loss to the Namibia Police within 24 hours from occurrence.
- 16.3.5 Not reporting an accident or loss to **A-Grid C&R** within 24 hours from occurrence.
- 16.3.6 Not adhering to traffic, road and driving rules and regulations.
- 16.3.7 Driving under the influence of alcohol or any illegal substance.

- 16.3.8 Unsuitable or reckless driving.
- 16.3.9 Road conditions not suitable for the type of vehicle used.
- 16.3.10 Unauthorized cross border rentals.
- 16.3.11 Not being able to produce keys in case of theft.
- 16.3.12 Not reporting exact details of last known location of vehicle prior to theft.
- 16.3.13 Driving through water be it fresh or salt water,
- 16.3.14 Driving through salt pans or along the beach,
- 16.3.15 Driving through dense bush i.e. bush scratching the paintwork of the vehicle,
- 16.3.16 Driving in the dunes,
- 16.3.17 Any malicious, negligent or deliberate behavior of the renter / driver (e.g. standing on top of the vehicles roof to take photos; not adhering to the local traffic rules; etc.)
- 16.3.18 Where an accident was caused by the driver, due to speeding, negligent or deliberate driving, vehicle driven on roads not marked or unsuitable for the type of vehicle or for instance driving into the back of another vehicle.
- 16.3.19 By negligence or speed exceeding 80km/h on gravel roads and 120km/h on tar roads.(all our vehicles have satellite tracking)
- 16.3.20 Driving After Sunset outside of towns.
- 16.3.21 Areas disallowed and roads restricted by **A-Grid C&R**.

GUIDELINES

1. Safe driving guidelines:

- Don't use 4x4 on the tar road at all or above 60 km/h on gravel roads because it will damage the gearbox.
- Drive on the left side of the road - Driver always closest to the middle of the road.
- Keep your lights on at all times (so you can be seen due to the dust).
- Drives always closest to the middle of the road instead of to the shoulder of the road.
- In traffic circles, vehicles from your right have the right of way.
- When crossing a road as pedestrian check the traffic on your right hand side.
- Park in well-lit or guarded areas at night. Support identified car guards who, for a small reward, will keep an eye on your car.
- Never leave any valuables in plain sight.
- Never pick up strangers or hitchhikers
- As distances between towns are considerable make sure that you don't run out of petrol and drinking water. Refuel when you can, please note that cash is required for fuel and credit cards are not generally accepted (note that many fuel stations have ATM's but do not rely on this)
- Please do not throw cigarette butts out of the car window. Burning cigarettes could cause bush fires, which destroy valuable grazing land and hurt our wildlife. Non burning cigarette butts litter our precious land and take years to disintegrate. Please treat our country with respect
- Plan your itinerary so that there is no need to rush. Driving on gravel roads can be unpredictable and the major cause of accidents is excessive speed. Do not exceed 80 km per hour!
- Avoid driving at night (also dawn and dusk) because there is a real danger of stray animals crossing the road.
- In the case of a tyre burst, **DO NOT HIT THE BREAKS**, just take your foot of the accelerator and keep the vehicle in a straight line till it gets to a halt, then change the tyre.
- It is the customer's responsibility to check the oil, brake fluid, water and tyre pressure every morning, before departing- mechanical breakdown due to negligence will be for the customers account. (while you drive always keep an eye on your warning lights and temperature gauge)
- Check tyres for cuts on side wall.
- If you hit an animal make sure there is no water or oil leak before you continue with your journey, also inform NTS as soon as is practically possible.
- Don't stop in the middle of the road, park alongside it.
- **DO NOT** over or under inflate the tyres; the customer will pay for any damages whatsoever caused due to over or under inflated tyres – Always keep tyres inflated as per specification stated on the vehicle.

2. Insurance in Namibia

- **Background**

It is important to be aware and understand that there are significant differences compared to Western countries regarding car insurances and responsibility in case of damages. For example, in Namibia and Botswana, it is not obliged to have any car insurance. In practice this means, that the majority of the cars do not have any insurance at all and that the owners and/or car users are responsible for any damages and related compensation in case of an accident or damages.

- **Standard Excess**

All rental cars have compulsory and standard third party insurance and are insured in case of traffic accidents for 90% of the value. The customer is responsible for the deductible excess of the remaining 10%.

For this 10% a guarantee by credit card (VISA, MasterCard) is required upon collection at / delivery by **A-Grid C&R**. This guarantee is cancelled automatically 7 days after return of the vehicle in the same state of repair as it was collected / delivered and there being no damages found or traffic fines payable.

Besides the general exclusions, terms & conditions, also glass damage and tire damage are not covered by this type of insurance and will be the responsibility of the customer. Additional insurance at customer's cost for this purpose is however available.

- **Reduction of the Excess**

If the customer wishes to rent the car with a lower excess than standard excess, then an additional fee per day will be calculated as per the customer's option of either purchasing the REW or SEC. It is possible to reduce the excess to the minimum amount of N\$ Nil.

Reduction of the excess amount helps you in case of an accident in which a third party is involved. The damage to the rented vehicle as well as the vehicle of the third party is covered above the amount of the chosen excess amount.

Important: Reduced excess can NOT be compared with the European "Full Casco" or "All Risk" insurance, where all damages are covered irrelevant of the cause or the guilt. This kind of insurance policy is simply non-existent in Namibia.

- **Coverage by the insurance company**

Instances of damages are covered in the following cases only:

If it concerns a traffic accident in line with the definition of the insurance company, which definition is contained in the available insurance policy schedule.

If there is no situation of negligence, negligence is defined in the available insurance policy schedule.

If it is not a situation mentioned in the exclusions, which exclusions are contained in the available insurance policy schedule and listed hereinabove.

- **Traffic accident**

The definition of a traffic accident is an accident with the vehicle where another vehicle is involved, or where a pedestrian is involved, or where an animal is involved.

Important: Single vehicle accidents, defined as losing control of the vehicle, for any reason whatsoever and under any circumstances whatsoever where there is no third party involved, are not covered by the insurance. In other words, traffic accidents without involvement of other parties, like e.g. rolling the car is not covered. Also not, for example, when one tries to avoid hitting an animal crossing the road.

- **Negligence**

This is the situation when the driver and/or the passengers are not behaving according to the law or general regulations. Examples when the insurance company will not cover the damages are as is recorded in the exclusions listed hereinabove.

- **Exclusions, other than recorded hereinabove**

Damages which are not covered by the insurance company are damage caused by cigarettes, matches and lighters (burns) and damage caused by walking or standing on the roof or bonnet.

- **Speed Limit**

Town: 60 km/hour; Gravel Roads(C roads): 80 km/hour (NTS speed regulations do overrule road signs indicating 100 km/hr); and Highways: 120 km/hour (B roads)

Please be informed that all **A-Grid C&R's** vehicles are equipped with a Black Box. **If you exceed the speed limit all insurances and reduced excesses lapse immediately, become and remain invalid.**

- **Theft**

Theft of the vehicle is covered in case the customer behaved responsibly and took care, the vehicle was locked and in case the customer can deliver the original car keys.

- **Tyres**

The minimum tread profiles of the tyres supplied with the vehicles are 6 mm (3 mm for spare tyres).

In case of a puncture or a damaged tyre, you can try to have it fixed or you can choose to purchase a new tyre, so you can continue driving.

When returning the car you will be charged for the damaged tyre, if only repaired instead of replaced, because the damaged tyre has to be replaced with a new one. You will only be charged for the existing millimetres of profile and not by definition for a whole new tyre.

- **Sandstorm**

In case of a sandstorm, stop the car immediately and try to look for a temporary shelter. If this is not possible, then continue driving with a very low speed. Damages caused by a sandstorm are not covered by the insurance. Sandstorms do mostly occur at the coast and in case of an eastern wind.

- **Police report is compulsory**

It is compulsory to obtain a full police report in case of damage to or theft of the vehicle. When you are able to take pictures this is advisable at all times.

- **Towing cost**

The towing cost in case of an accident are not covered by the insurance and will be for the account of the customer, due to the customer being responsible to return the vehicle to the **A-Grid C&R's** depot at customer's cost.

- **'Claim handling' fee**

The administrative costs related to a damage is termed 'claim handling' and is for the account of the customer.

- **Coverage by 'own' insurance**

With some (travel) insurance companies it is possible to get additional insurance for damages to rental vehicles, which are not covered by the standard insurance of the car hire company. Also some credit card companies do offer this additional insurance. We advise our customers to contact their credit card and/or insurance company beforehand to check on and arrange for this additional insurance.

- **Additional Insurance**

A-Grid C&R's strongly recommends that all customers take out insurance for medical expenses, baggage loss, cancellation/curtailment, default and personal injury or death due to an accident.

These guidelines are provided in good faith and for information only wherefore no rights or conclusions can be drawn from this information.

I hereby confirm that I am duly authorised, if not acting in my personal capacity, to accept these Conditions of Hire and Carriage of A- Grid Cars and Rentals cc.

NAME(PRINT)	CAPACITY	SIGNATURE

Upon acceptance of these terms & conditions please sign above and e-mail back to A-Grid C& R's.

Kindly note that each intended driver must sign and return this form separately to A-Grid C& R's.