

General Conditions 4wd Bush Toyota Bushcamper

For travel from 11/11/2019

To 10/11/2020

OPENING HOURS AND RENTAL CONDITIONS

Be sure to check the departure or arrival times of your flights carefully

Departures>Returns: Departures Monday to Friday from 8:00 am to 4:30 pm and Saturday from 8:30 am to 12:30 pm. After hours, on Sundays or public holidays there will be a delivery fee of ZAR 400 per vehicle.

Rental center hours: Monday to Friday from 8:00 am to 5:00 pm and Saturday from 8:30 am to 1:00 pm

Rental centers in South Africa: Johannesburg and Cape Town.

Other rental centers: Kasane, Maun, Windhoek and Victoria Falls

Vehicles can be collected and dropped off in most areas in Southern Africa for additional charge. It is recommended to use the official depo's.

Minimum rental period: Minimum rental period is 3 days in South Africa and 7 days outside of South Africa at any of the other collection points. Minimum rental period for cross border travel from South Africa is 5 days.

Minimum age and driving licence: 23 years old, 2 years of driving licence.

An International Permit or a sworn translation is required in addition to the national permit.

DEPOSIT

Made by credit card the day of pick-up the amount of the deposit is blocked on the account (authorized hold on card) or debited. Depending on the insurance level :

- ZAR 20,000 with basic insurance
- ZAR 10,000 with the CDW mini
- ZAR 2,000 with the CDW maxi

The deposit will be refunded or released less any damages or loss within 10 days of your return.

EVEN MORE ABOUT BUSH MODELS...

A 4x4 rental **vehicle well equipped** is essential when visiting Botswana, Zambia, Mozambique, Zimbabwe and most other African countries. The safari equipment we fit on all our cars like 2 spare tyres, high lift jacks and dual batteries allow for safer travel.

The height of the vehicle ensures **better wildlife viewing**. Long range fuel tanks allow greater distances without fuel stops.

4x4 is highly recommended for travel to Namibia and offers a number of advantages when travelling South Africa. 4x4 rental campers offer **flexibility and access to more areas**. Accommodation availability in high seasons is less problematic.

All vehicles come with **Unlimited mileage**, third-party liability **insurance** (only valid for travel to South Africa, Namibia, Botswana, Swaziland, Lesotho and South Africa), **Full Gas Bottle** (depending on the model), **24-hour assistance**, a **road map** and tourist information, **complete equipment for up to 4 people** with dishes, kitchenware and bedding

D DAY...

Pick-ups are available Monday to Friday from 8:00 am to 4:30 pm and Saturday from 8:30 am to 12:30 pm. After hours, on Sundays or public holidays there will be a delivery fee of ZAR 400 per vehicle.

Guests should allow 1-2 hours to complete the paperwork and demonstration process. The handover is only complete when you are comfortable with the vehicle and use of the equipment and that you have everything necessary for your trip.

...AND THE LAST DAY

Drop-offs are available Monday to Friday from 8:00 am to 4:30 pm and Saturday from 8:30 am to 12:30 pm. After

hours, on Sundays or public holidays there will be a delivery fee of ZAR 400 per vehicle. The hirer should allow 1 hour to complete the return documentation and check the vehicle.

GENERAL CONDITIONS

WHAT THE HIRER WILL REQUIRE TO RENT THE VEHICLE

Bookings must be made in advance and are subject to availability, a booking is only secured after the deposit is received and booking form completed. We reserve the right to decline a booking where there may be excessive kilometers or risk put on the vehicle.

The hirer is required to have a valid passport or identification, a valid driver's license and a credit card (in the same name) which should be provided for the insurance excess or deposit.

Copies of these documents must be provided if collecting in remote locations or areas outside of our standard locations.

The full rental is due on the day of collection (start of the rental). Should rental payment not be made or proof of payment be available we reserve the right to delay the rental until payment is made in full.

The hirer should disclose the general route or inform the lessor of any special areas or borders that may need to be crossed as this can influence vehicle preparation.

The hirer must have a valid credit card in his name which will be used for the deposit. The insurance excess will be debited / authorized for the deposit when collecting the vehicle and the deposit will be refunded / released less any damages or loss within 10 days of your return.

CHECKING THROUGH THE VEHICLE ON YOUR ARRIVAL

On arrival the vehicle would have been checked by the lessor and an inventory and various check sheets are completed. It is still advisable and to a point the responsibility of the hirer to check through the vehicle and ensure they are comfortable with the operation of the vehicle and that all necessary equipment is provided. The handover is only complete when you are comfortable with the vehicle and use of the equipment and that you have everything necessary for your trip. Tyre conditions, wheel changing tools, high lift jack operation, dual battery system operation, four wheel drive system operation, camp equipment and general maintenance guidelines must be checked for each and every rental.

Please check all damages on the vehicles and that it is captured correctly on the diagrams with the bushlore representative when collecting and dropping your vehicle. You will be required to sign these documents which will be acknowledging their accuracy in determining the existing or new damages.

MINIMUM RENTAL DURATION AND COSTINGS

Minimum rental period is 3 days in South Africa and 7 days outside of South Africa at any of the collection points listed below. Minimum rental period for cross border travel from South Africa is 5 days. We reserve the right to change minimum rental periods in the case of high kilometer rentals but this will be confirmed prior to booking. Each day is a 24 hour period.

Where camp equipment is included the day of pick up and drop off are counted as full days irrespective of the time collected or returned.

On vehicles without camp equipment days are calculated on a 24-hour period from the collection time.

No refunds are applicable for early returns unless arranged in advance and agreed in writing by the lessor.

BOOKING DEPOSITS AND PAYMENT TERMS

A 15% booking deposit is required to confirm a rental, the balance of the full rental is payable prior to or at vehicle collection/handover.

OFFICE HOURS

08H00 TO 17H00 Monday to Friday, Saturday from 08h30 TO 13H00

Deliveries and collections are included from Monday to Saturday during normal office hours, after hours, on Sundays or public holidays there will be a delivery fee of R400.00 per vehicle/airport transfer.

Mobile contact numbers are available 24 hours, 7 days a week.

OFFICIAL DEPO'S AND RECOMMENDED COLLECTION POINTS

South Africa :

- Johannesburg : Midrand, Johannesburg
- Cape Town

Botswana :

- Kasane : Kazangula, Kasane
- Maun : Thito ward, Maun

Namibia :

- Windhoek

Please note : for all rentals starting outside South Africa the Namibian rates apply.

ONE WAY DROP OFF AND DELIVERY FEES

Vehicles can be collected and dropped off in most areas in Southern Africa for additional charge. It is recommended to use the official depo's.

Risk of remote handovers – clients should be aware that there are very limited facilities in most smaller towns in

Southern Africa and no option to replace or repair specialized equipment. This can affect our service delivery and while we will avoid this in most cases it is a risk which can at times be unavoidable and which the hirer should be aware of and a reason why we recommend using the official depo's.
See delivery and collection fees for accurate rates.

DEPO SURCHARGES IF APPLICABLE

- Maun to Maun and Kasane to Kasane : R5950.00 low season, R6550.00 for high season
- Cape Town : R2850.00 in high season and R2550.00 in low season on selected models only. Please refer to the delivery rates.

USAGE

The Hirer acknowledges that he/she is aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures. The Hirer is responsible to look after and maintain the vehicle during use and to return the vehicle in good order, fair wear and tear accepted.

In the event of the vehicle or any of its belongings being lost or damaged during the rental period, the Hirer shall be liable to cover the cost of replacement or repair and to make good on any shortages or damages to the vehicle. Insurance cover is included and will cover loss or damage due to theft and collision damages but not lost items or damages due to gross carelessness or negligence.

Cross border travel – written authorization is required for any travel outside of South Africa.

Checking the vehicle and signing the contract – it is recommended that the hirer should check the vehicle thoroughly on handover to ensure the vehicle meets with their requirements and it is always beneficial to re-check items like wheel changing tools and tyre condition. On signing the contract the Hirer signs acceptance of the vehicle and equipment.

The Hirer is in control of the vehicle and is responsible to report any problems or avoid any driving obstacles they are not comfortable to cross or which may put the vehicle at risk. Additional care should be taken in remote areas where recoveries and repair are more difficult to effect. These areas carry higher risk and the hirer assumes this risk when entering these areas. The Hirer should be pro-active prior to entering these areas, do general checks on the vehicle and any noises, new rattles or possible fluid leaks investigated before heading in to remote areas.

REPAIRS AND MECHANICAL FAILURES

Any mechanical repair or replacement related to fair wear and tear is covered by the lessor. Repairs of up to R2000.00 can be effected without prior authorization. On higher amounts prior authorization is required from the lessor. Due to the vastness of the area where vehicles are mobile the hirer is responsible to get the vehicle to the nearest workshop. Where not mobile the vehicle should be towed to the nearest workshop for diagnosis.

Wherever possible please contact the lessor's head office (Johannesburg) if you pick up a technical issue. We must be aware of the problem in order to try and resolve but you are able to take the vehicle to any workshop and the costs will be refunded. If there are more serious technical issues it is imperative to contact the lessor before continuing.

In most cases vehicles are still covered under the new vehicle manufacturers warranty and their warranty conditions will apply where mechanical failures occur. It is important to remember that lessor is not the manufacturer of the vehicle or equipment but will do its utmost to select and offer the best and most recommended vehicles and equipment as well as ensure the vehicles are fully maintained and checked prior to departure.

Where serious mechanical failures occur due to standard wear and tear and which cannot be repaired timeously a replacement vehicle will be supplied within 24 hours of diagnosis. This relates to the countries of South Africa, Botswana, Namibia, Zimbabwe, Southern Mozambique and Southern Zambia. In countries further North replacement time is within 72 hours.

Inconvenience and time loss is not covered for mechanical failures which cannot be anticipated and were not apparent at the start of the rental.

Towing is covered for the countries of South Africa, Botswana, Namibia, Zimbabwe, Southern Mozambique and Southern Zambia. Further North towing is covered by the Hirer.

Roadside assistance : the lessor offers contact numbers which are available at most times and will assist with any problem telephonically. Due to the vastness of the Southern African region and the unknown logistics we cannot provide immediate recoveries or technicians to all areas but will rely on local resources and will do our best to ensure speedy repair or recovery.

VEHICLE MAINTENANCE REQUIREMENTS

The vehicles are all fully serviced and maintained as per manufacturers requirements and the lessor have introduced additional maintenance which is completed on vehicles.

The hirer is responsible to maintain the vehicle during the rental period. This would include the standard check of tyre pressures, wheel alignment if necessary, oil and coolant levels and to be aware of any symptoms which may arise during the rental period. In addition should the vehicle reach 10000 kilometers during the rental period the Hirer is required to service the vehicle at their expense at a suitable workshop preferably associated to the vehicle manufacturer. Where an official dealer is not available other workshops may service the vehicle with our authorization.

The 10000 km service charges are for the hirer and any other repairs related to standard wear and tear on the vehicle will be covered by the lessor.

Should the Hirer become aware of a potential problem with the vehicle it is their responsibility to make contact with the lessor and or have it checked at the nearest workshop before proceeding further or into remote areas

EQUIPMENT AND ACCESSORIES

The lessor do not manufacture the equipment and accessories but will make every effort to ensure equipment or accessories fitted or provided are of good quality. We cannot warrant or guarantee their performance or reliability. In the case of equipment issues or failures the hirer can repair or replace equipment at the cost of the lessor. Where the amount exceeds R2000.00 prior authorization should be obtained. In the case of larger and more specialized items like the fridges and roof tents where these are not usable and are not able to be replaced the relevant item will be refunded from when it is reported faulty. This as long as it is due to fair wear and tear and not usage related or due to impact. The rental rates for fridges and roof tents are ZAR60.00 per day. No tent is completely Mosquito proof so other precautions should be taken in Malaria areas. Zips which fail during the rental will not deem a tent unusable or validate the swap out of a tent unless otherwise agreed by the lessor. Specialized equipment and equipment requests not within our standard vehicle configurations cannot be guaranteed in the offices outside of Windhoek and Johannesburg. In the case we cannot provide certain equipment it is not deemed a breach of contract. The specific item we are unable to supply will be refunded.

COLLISION DAMAGES AND ACCIDENTS

All accidents must be reported to the local police within 24 hours.

Where collision damages render a vehicle unusable, a replacement vehicle can be supplied by the lessor if available but all costs are for the expense of the Hirer.

The hirer is responsible for the return of the damaged vehicle to the closest office.

No refund will be given for lost days due to collision damages. This limited to a maximum of 21 days from date of incident.

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

An administration fee of R550.00 is levied for the processing of any accident claims.

The exact insurance conditions and area of liability will also depend on the level of insurance selected.

INSURANCE

Standard Insurance cover, which is comprehensive insurance is included on all vehicles and in all rates quoted.

This is not full insurance cover and an excess is applicable, the monetary value of which depends on the vehicle category (most commonly ZAR15000 to ZAR20000.00). The excess is payable for any damage irrespective of the cause of damages.

Insurance cover is valid in the following countries; South Africa, Botswana, Namibia, Zambia, Zimbabwe, Mozambique, Tanzania, Swaziland, Lesotho and Malawi. Special permission is required for any other countries in Sub Saharan Africa.

Third party cover : the standard insurance cover includes third party cover for RSA, Namibia, Botswana, Swaziland and Lesotho only. The standard excess also applies to damages to a third party vehicle or property.

Third party cover for any other country must be purchased at the port of entry.

Additional insurance cover is available at additional cost which offers reduced excess for both collision and theft damages. The cost of the collision damage waiver (CDW1 and CDW2) will vary depending on the vehicle category and time period.

Insurance conditions or exclusions

Standard cover does not include:

- a. Towing costs outside of South Africa
- b. Tyre and windscreen damages
- c. Under carriage damages
- d. The theft loss waiver
- e. The minimum insurance excess is payable for any damages or loss to the vehicles
- f. Water damages from submerging vehicles by exceeding wading depth is not covered
- g. A double insurance excess, minimum R40000.00 applies for single vehicle rollover and single vehicle accidents with animals at night.

If the CDW 1 (collision damage waiver 1) is selected and paid the following conditions apply:

- a. A reduced excess applies (50% reduction in collision damage excess)
- b. Theft loss waiver included. Zero excess for theft incidents.
- c. Towing outside of Namibia, Botswana, South Africa is not covered
- d. Tyre and windscreen damages are not covered
- e. A double insurance excess, minimum R20000.00 applies for single vehicle rollover and single vehicle accidents with animals at night.
- f. Water damages from submerging vehicles is not covered
- g. Undercarriage damages are not included if below the excess amount.

If the CDW2 (collision damage waiver2) is selected and paid the following conditions apply:

- a. A zero excess applies for all normal accidents and theft loss or damage. A small deposit is required on handover (ZAR2000.00) in the case of traffic fines or other losses which may not be covered as outlined below.
- b. Towing outside the countries of Namibia, Botswana, Southern Mozambique, Zimbabwe, Southern Zambia (Livingstone district) and South Africa is not covered
- c. Tyre and windscreen damages included

- d. The deposit will be lost where no case number is received or where there is no third party involved and damages exceed the value of the cdw2 premium
- e. A double insurance excess, minimum R20000.00 applies for single vehicle rollover and single vehicle accidents with animals at night.
- f. Water damages from submerging vehicles is not covered
- g. Undercarriage damages are covered.

Should the vehicle be damaged beyond use or stolen, a replacement vehicle is not included in any of the insurance cover options. A replacement can be supplied depending on availability but a new contract applies and all costs are for the Hirers account.

Water damages due to exceeding the vehicle wading depth is not covered by any insurance cover.

Damages due to gross negligence or equipment losses are not covered by insurance.

Insurance covers recognized public roads and tracks but does not cover complete off-road use where there is no recognized road or track.

A case number or police report is required by insurance for any incidents related to collision or theft loss or damage. Insurance covers the direct cost of replacement of vehicle or equipment only. In the case of tyres and windscreen it covers the cost of the equal replacement of tyre or windscreen but no delivery costs, loss of time or any other consequential expenses are covered.

Any costs to be claimed exceeding ZAR4000.00 must be authorized by the lessor.

ROAD RESTRICTIONS

The 4wd vehicles are allowed on all bitumen/tar and gravel roads as well as all recognized public 4x4 tracks in South Africa, Botswana, Namibia, Lesotho, Zimbabwe, Zambia, Mozambique, Tanzania, Swaziland, Malawi. Special permission is required for any other countries in Sub Saharan Africa.

The Hirer assumes all risk when travelling on very bad roads or in extremely remote areas. This may cause further delays in recovering the vehicle or offering a replacement vehicle. Roads like Van Zyl's pass in Namibia should be avoided and if we are not able to recover the vehicle due to the position the hirer will be responsible for the delays. Cautious driving is essential in any remote area and on any poor roads.

If we do not have access to an area, for instance on the desert tours in Namibia then the hirer is responsible for the salvaging of the vehicle to an area where we have access.

DESERT TOURS IN NAMIBIA

We do allow our vehicles to partake in these tours but under the following conditions;

- Driving up dunes and where there is no recognized 4wd track is at your own risk. Insurance do not cover any damages where the vehicle is used 'off-road' or where there is no recognized track or road.
- These are areas with restricted access and it is the lessee's responsibility to recover the vehicle to an area where we are able to access the vehicle. This applies to any mechanical or collision related incident. Any costs or delays to recover vehicles from these areas are for the lessee's account.

CROSS BORDER SURCHARGES

A once off cross-border surcharge is applicable when leaving South African borders. This is a once off charge irrespective of how many borders are crossed. See the applicable fees below.

A R800.00 fee is applicable for the countries of Botswana, Namibia, Zimbabwe, Zambia, and Southern Mozambique (South of the Zambesi river). If the vehicles are collected in a neighboring country and no borders are crossed then the cross border fee is not applicable but only the delivery surcharges as listed previously. As an example if the vehicle is collected and dropped off in Namibia and no borders are crossed then no cross border fee is applicable.

A R3000.00 fee is applicable for the countries of Northern Mozambique (North of Beira/ the Zambesi river), Malawi, Tanzania, Uganda and Kenya

No surcharge applicable for Swaziland and Lesotho

The cross border surcharge does NOT include any custom charges which are paid directly to customs at the relevant border or port of entry.

TRAILER RENTALS

The terms and conditions for trailer rentals are the same as the vehicle terms and conditions with the following exceptions;

- a. Trailers require ongoing maintenance during their use. Wheel bearings and play on the trailer wheels should be monitored by the hirer. We recommend servicing the trailer wheel bearings every 5000 kilometers (these are serviced prior to each rental). The trailer hitch bolts, jockey wheels and general suspension should also be monitored.
- b. Trailer replacements are not available in the case of mechanical problems.

We recommend avoiding trailers where possible where heavy 4x4 tracks are anticipated on your route.

We only have a few trailers and cannot guarantee trailer exchange in the case of breakdowns. Days will be refunded on the trailer where time is lost and exceeds 24 hours.

CHANGE OF VEHICLE

If for reasons beyond the lessor's control, the reserved vehicle is not available, the lessor reserve the right to substitute the vehicle with another vehicle in the same category or in a higher category. This shall not constitute a breach of contract or entitle the hirer to a refund.

CANCELATIONS

In the event of a rental having to be cancelled, the following refund rates are applicable.

- 63 days or more notice : deposit (where applicable) refunded less 20% handling fee
- 33 – 63 days : 20% cancellation fee. If total rental has been paid the balance less the 20% will be refunded.
- Less than 30 days notice : Full rental due. 90% cancellation fee

On rentals involving 5 or more vehicles different cancelation terms may apply.
Rentals cancelled within 48 hours of booking will not be subject to cancelation fees.

EXCHANGE RATE VARIANCES

In the case we are refunding monies to international cards for either cancelations or the refund of the insurance excess, we have no control over exchange rate variances and take no responsibility for any shortfalls due to changing exchange rates when received in a foreign currency. All refunds will be calculated and processed in ZAR.

GENERAL

The hirer is fully responsible for any damage or related costs to the vehicle or third party if;

- * The terms of the rental contract are breached.
- * Damage to the vehicle or equipment caused by gross negligence or reckless driving.
- * Driving under the influence of drugs or alcohol or in any way that contravenes the prevailing law.
- * Water submersion or salt-water damage.
- * If the vehicle is abandoned and no contact is made by the Hirer to the lessor.
- * Driving on restricted or closed roads.
- * Driving on dunes or offroad where no track is obvious.

PLEASE NOTE

Rates and conditions may be subject to change without notice. All information may be subject to change and all measurements and volumes shown are approximate.

LITIGATION

The present general conditions are subject to French law. Any litigation arising from the execution, interpretation, or use of the rental contract will be brought before the court of jurisdiction where CampingCar-Online is located.