

# General Conditions 4wd Kruger Nissan MTX

For travel from 01/11/2016

To 31/10/2018

## ADVANTAGES

**Fully Equipped 4X4 Models with Rooftop Tents**  
**Shuttle Service From Airport to Rental Centers** (within 25 kms)  
**Pick-up In One Location and Drop-off in Another** (see options)

## DRAWBACKS

**Make Your Reservation Far in Advance** there are a limited number of vehicles available

## PROMOTIONS AND DISCOUNTS

**Prices on Sliding Scale** from 28 day rentals and from 35 day rentals

## BUSINESS HOURS AND RENTAL CONDITIONS

Pay close attention to the times of arrival and departure of your flights.

**Pick-Up and Drop-Off:** Pick-up available Monday through Friday from **8:00 to 15:00**, and Saturday from **8:00 to 11:00**. Drop-off available Monday through Friday from 8:00 to 16:00 and Saturday from 8:00 to 12:00. Can be made on Saturday afternoons and Sundays by appointment only and with a fee.

**Rental Center Hours:** Monday through Friday from 8:00 to 16:30, Saturday from 8:00 to 13:00. Office closed on 25/Dec.

**Minimum Rental Duration:** 7 days. Day of pick-up and day of drop-off are included in the total number of days. In cases of successive rentals with return and departure on the same day, the day is counted twice.

**License and Minimum Age:** A valid national or international driver license is required. The minimum age is 21 years and the maximum is 85 years.

## Credit Card Deposit

(Authorised hold on the card used, amount depends on level of insurance)

**Standard Insurance:** R/N\$45,000 authorised hold.

**Deductible Reduction 1:** R/N\$3,000

**Deductible Reduction Special Event:** R/N\$5,000 for minimum rental of 7 days between 17/Mar and 29/Mar or between 22/Apr and 02/May.

## DETAILS OF YOUR OFFER

### The Daily Rental Price Includes

**Unlimited Kilometers**

**Standard Excess Insurance Cover** with an authorised hold of R/N\$45,000. (renter responsible for damage to tyres and windscreens)

**Living, Kitchen, and Sleeping Equipment**

**Full Water Tank and Gas Bottle**  
**24 Hour Assistance** (with emergency contact)  
**Fold Out Maps** (on request)  
**Airport/Hotel Transfers** (withing 25kms from rental centers)  
**2 Drivers**  
**Local Taxes**

### Potential Charges Relating To Your Offer

**Contract Fee:** net price per rental

**Vehicle Delivery Fee:** net price per rental for having the vehicle delivered to a location where there is not a rental center.

### Standard Insurance Excess Reduction Options Available

**Deductible Reduction Insurance:** Daily fee which eliminates the deductible for vehicle damages or third party property. Damage to tires, windshields, radio theft, vehicle roof, and vehicle recovery are also covered. (excludes any damage to transmission or clutch)

### Other Charges Which May Be a Part of Your Offer

**One Way Fee:** One-time fee per rental for dropping the vehicle off in a different location than picking-up.

**Gauteng Toll Fee (Johannesbourg):** R/N\$500 for any pick-up or drop-off in Johannesburg

**Holiday Departure Fee:** R/N\$500 for pick-ups on 16/Dec, 25/Dec, 01/Jan, 21/Mar, 17/Apr, 27/Apr, 01/May, 16/Jun, 09/Aug, 24/Sep

**Transfer Fees:** R/N\$400 for transfers between 25 and 70km from the rental center.

**Additional Driver Fee:** Daily fee for a 3rd driver (2 are already included in daily rate)

### Surcharges Payable on Site

**Boarder Cross Documentation:** R/N\$650

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**Transfer Fees:** R/N\$400 for transfers between 25 and 70km from the rental center.

### Other Products Available on Site (reserve in advance)

**GPS :** R/N\$50/day (max 15 days)

**Baby/Child Seat:** R/N\$250 per rental

Charges by credit card that are made on site are subject to a charge of 2% for Visa and Mastercard and 5% for American Express and Diners Club.

### **GENERAL CONDITIONS**

This contract, regardless of the manner in which the booking and settlement were executed, is an agreement between the company which owns the fleet, the "lessor", and the person signing the contract, the "renter". By taking possession of the vehicle, the renter implies their acceptance of the general conditions of rental below.

**Usage of the Motorhome:** The renter agrees to use the vehicle in a prudent and respectful manner, driving in a judicious and normal fashion, using the vehicle only for personal travel and never subletting, or transporting other persons for a charge. The renter will make every effort to maintain the fluid and oil levels of the vehicle. The renter agrees to not participate in any game, race, rally or other competition of any nature, as well as test-drives or training. The renter agrees to not use the vehicle for any illegal purposes, or any purposes not outlined by the manufacturer, and to never overload the vehicle by transporting more passengers than have been indicated on the rental agreement. The renter agrees to not tow a trailer or any similar vehicle, and to make no changes to the vehicle.

**License and Minimum Age of Driver :** Minimum 21 years and maximum 85 years. Driver must be in possession of a valid national or international permit, held for at least one year.

**Deposit :** The day of pick-up, the renter will pay a deposit to the lessor. The deposit will depend on the level of insurance subsribed by the renter. The authorised hold will be held for 3 months after the end of the rental period in the case of fines for traffic violations not reported on return of the vehicle.

**Insurance** : The daily rental price includes the standard deductible insurance with a deductible of R/N\$45,000, which applies in the event of any damages to the vehicle or third party property. The renter will also be fully liable for replacing or repairing damaged windscreens and tires. A security bond of R/N\$45,000 will be taken on vehicle collection. The security bond can be paid by credit card. The amount will be authorised/held and released on the day of return if the vehicle is returned to the agreed location, on the agreed date, with no damage to the vehicle or third party property, the toilet cassette has been emptied and cleaned, and no items are lost or damaged. The lessor is not responsible for any currency fluctuation that may occur in the above transaction.

**Deductible Reduction Insurance**: Deductible reduction insurance eliminates the deductible for vehicle damage and damage to third parties. This option allows for the coverage of illimited damages to windows, tires, radio theft, vehicle roof, and vehicle recovery. A deposit of R/N\$3,000 will be payable at the moment the vehicle is picked-up in order to assure the return of the vehicle to the agreed upon location at the agreed upon time, with the toilet cassettes emptied and no items missing or damaged.

**Important**: The replacement or repair of the clutch due to negligent or inadequate driving is not covered by any of the insurance options. The lessor allows an allowance of up to three days after vehicle collection whereafter the costs are the responsibility of the renter.

**Handling Fee**: A handling fee of R/N\$500 is charged on all claims irrespective of the waiver option taken.

**Equipment** : All vehicles are supplied with the necessary equipment (unless otherwise stated). Waiver options do not cover any equipment supplied to you. Any loss or damage to the equipment, including items such as fridges, compressors, tents, etc. will be charged to the renter's credit card.

**Personal Injury**: The insurance included in the daily rental price includes a civil liability insurance in the case of personal injury or third party injury. It is common that other vehicles involved in an accident will also possess civil liability insurance. Depending on the circumstances of an accident, the renter may be entitled to make a claim following a physical injury to the insurance of the third party involved. However, the maximum amount of personal liability varies widely by insurance. Thus it is highly recommended that the renter possess their own travel insurance. If the renter is responsible for the accident, the civil liability insurance of the lessor will cover the damages, unless the renter has breached any part of the rental contract.

**State of Vehicle on Return**: The vehicle is taken by the renter in good condition and proper odometer reading. The renter agrees to return the vehicle in the same condition (besides normal wear), to the agreed location, on the agreed date. All damage to the vehicle before the rental term will be noted on the rental contract. The renter will be responsible for all damage not indicated on the contract before departure. All vehicles must be returned with a full fuel tank. Refuelling at the lessor's depot will be levied with an admin fee. Vehicles should be returned clean in order for check-in to be done. An excessively dirty vehicle will be charged a cleaning fee of R/N\$1,000. Toilet Cassette in the motorhomes should be emptied and returned clean, or a R/N\$1,000 cleaning fee shall be charged.

**Property Damage**: The insurance included in the daily rental price includes damage to the vehicle or third party property. The financial responsibility of the renter is limited to the maximum amount of the deductible indicated in the rental contract. This deductible applies to accidents, and not to the general rental. The lessor reserves the right to charge the renter for any damage to the vehicle or third party property not declared upon the return of the vehicle.

**Exclusions** : (The renter is fully responsible for damage to the vehicle or any third party property in the following situations)

1. Any damages caused by a driver not authorised by the rental contract
2. Any damages caused by a driver who does not possess the correct permit or license
3. Any damages caused by a driver under the influence of drugs, alcohol, or medication
4. Any damages caused by a renter who has provided false information to the lessor
5. Any damages caused by a driver with a suspended license
6. Any damages caused by a driver who has not held the proper permit or license for at least 1 year
7. Any damages caused by a driver below 21 years of age, or over 85 years of age
8. Any damages caused by using the vehicle in an illegal manner
9. Any damages which take place in unauthorised zones
10. Any damages to vehicles while being driven in an area not previously authorised by the lessor
11. Any damages to vehicles while being used in a commercial fashion, not strictly limited to the transport of people, flammable materials, explosives or corrosives, or transport of merchandise.
12. Any damage caused by pulling or pushing another vehicle
13. Any damage caused by loading the vehicle in excess of limits set out by the manufacturer
14. Any damage caused by excessive speed or training another driver
15. Any damage caused by driving in a negligent, dangerous, or voluntarily abusive manner
16. Any damage caused by using the vehicle in violation of any laws or regulations
17. Any damage caused by the transport of animals, except for with the permission of the lessor (service animals)
18. Any damage caused by a partial or total submersion in water
19. Any damage caused where the terms of the rental contract have not been respected
20. Any damage or loss to personal items
21. Any damage caused by using contaminated or incorrect type of fuel
22. Any damage caused by the contamination of the water tanks, gas bottles, or fuel tanks

23. Any damage or loss to the equipment included with the vehicle
  24. Any damage caused by falling asleep while driving
  25. Any damage caused by not heeding the warning of instrument lights on the dashboard
  26. Any damage caused by misuse of the differential gear boxes or transfer case
  27. Any damage caused to the clutch by negligent or voluntarily abusive usage
  28. Any damage to a vehicle which has rolled over, or which can no longer rest on 4 wheels
  29. Any damage to the transmission or drive-shaft after driving over pot-holes
  30. Any damage caused by incorrect use of the differential boxes and transfer case on paved roads
  31. Any damage caused after sunset
  32. Any damage caused by improper hand-brake usage
  33. Any damage caused to the clutch (if a problem with the clutch is noticed at the beginning of the rental it must be reported to the rental center within 3 days)
  34. All damage to the undercarriage of the vehicle
  35. All damage to the roof of the vehicle including the air conditioning
  36. All damages caused by the vehicle towing or being towed by another vehicle
- Snorkels Fitted to Vehicles:** Are designed to increase the flow of air to the engine and not for driving in water. Vehicles are not permitted to be driven in water higher than 30cm.

**In the Case of an Accident:** In the case of an accident, the renter will: record the time date and place of the accident, record the names, addresses, license numbers, makes and models of third party vehicles involved, or damage caused if no third party is involved, record the insurance of the third party. The renter should not admit responsibility. The renter will inform the police and the lessor of the accident within 24 hours, and provide the lessor with the "accident report" found in the vehicle, as well as the police report from the accident, testimonies and photographs. Failing to inform the lessor of any accident within 24 hours voids all deductible reduction and the renter is liable for all costs incurred. Costs of delivery of a replacement vehicle are charged to the renter. The renter is also responsible for recovery of the damaged vehicle to the original rental branch, depending on deductible reduction option taken. If the renter does not wish to take a replacement vehicle for the remainder of the rental term, there will be no reimbursement for an early return. If the renter takes a replacement vehicle, a new insurance contract will be established. If a vehicle replacement is needed due to the fault of the lessor, the vehicle will be replaced in 24 hours in South Africa and 48 hours in other countries.

**Road Restrictions:** All 2 wheel drive motorhomes are only permitted to drive on sealed, asphalt and gravel roads in South Africa, Swaziland, and Lesotho. 4 wheel drive models are authorized to drive on public sealed asphalt roads, tarred roads, gravel roads, as well as public recognized 4X4 tracks in Botswana, Mozambique (up to Vilanculos only), Namibia, South Africa, Zambia (up to Livingstone only), and Zimbabwe (up to Harare only). Authorization must be obtained from the lessor to travel further than the zones mentioned or for usage in countries not mentioned above. If authorization is given from the lessor, a disclaimer form must be signed by the renter when picking up the vehicle. It is forbidden to enter Angola, Malawi, and Tanzania.

**Road Safety:** Due to climatic conditions and the state of roads, it is very difficult to drive a motorhome on non-paved roads. Please respect a speed limit of 100km/h on paved roads and 60-80km/h on non-paved roads. Take caution to not drive through the night, or if there are animals present on the road.

**Repairs:** Repairs up to R/N\$ 1,000 may be affected without authorization from the lessor and will be reimbursed by presenting a receipt for the repair. Repairs over R/N\$ 1,000 require prior approval from the lessor.

**Tyres:** The renter is responsible for repairing flat or punctured tyres. The renter should not exceed the speed limit of 100km/h, as the tyres get too hot. If a tyre needs to be replaced, ensure that the new tyre is the same brand, size, and ply as the original tyre. The renter is responsible for checking the pressure of all tyres, including the spare tyre, at regular intervals.

**Infractions et frais d'administration:** Le loueur se réserve le droit de facturer des frais administratifs de R/N\$250 par infraction, amende ou contravention en sus du montant de l'infraction.

**Infringements and Administration Fee:** The renter is responsible for all fines and penalties in relation to the use of the vehicle, as well as an administration fee of R/N\$250 for each infraction, fine or penalty.

**Vehicle Maintenance:** It is the responsibility of the renter to check the levels of oil, water and coolant every 1000 km. The renter is equally responsible for maintaining the proper levels of these fluids. Any break-down caused by a lack of maintenance by the renter will be charged to the renter. In order to be reimbursed the renter needs to present any receipts in relation to purchasing fluids for maintaining the vehicle on the return of the vehicle.

**Natural Disaster and Climate Conditions:** The lessor will not be held responsible for any road closure due to a hurricane, tornado, storm, or any natural disaster.

**Telephone Fees:** The lessor will not reimburse the renter for any fees associated with contacting the rental center or assistance line. It is recommended that the renter obtain a local SIM card for making calls.

**Vehicle Replacement:** If, for reasons beyond the lessor's control, the reserved vehicle is not available, the lessor reserves the right to substitute a comparable vehicle in accordance with the number of occupants. This does not constitute a breach of contract and does not entitle the renter to any form of refund. Any photos are not contractual and the choice of vehicles is made by category, not model.

**Cancellation Fees:**

Cancellation made more than 27 days before departure: No fee

Cancellation made between 27 days and 9 days before departure: 25% of gross rate

Cancellation made between 8 days and 4 days before departure: 80% of gross rate

Cancellation made less than 4 days before departure: No refund

No refund will be available for returning the vehicle early.

CampingCar-Online can offer you cancellation insurance (available at the time of reservation)

**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.