

# General Conditions 4wd Etosha 4X4 FunX2

For travel from 01/11/2024

To 31/10/2025

## RENTAL CENTER HOURS AND GENERAL RENTAL CONDITIONS

Please pay close attention to the time of departure and arrival of your flights.

**Pick-up/Drop-off:** Pick-ups and drop-offs available Monday through Friday from 7:30 am to 4:00 pm. Weekends by appointment only.

\*If any luggage has been left at the departure depot, the return must take place by 3:00 PM at the latest.

**Rental Center Hours:** Monday through Friday, 7:30 to 16:30. Centers closed on December 25, January 1 and Easter Sunday (April 20).

**Minimum Rental Duration:** 3 days. The day of pick-up and drop-off are included in the total. In the case of successive rentals, if the vehicles are picked-up and dropped-off on the same day, the day is counted twice. For rentals between 3 and 7 days, the distance is limited to 220km/day.

**License and Minimum Driving Age:** A valid non-endorsed national driver's license together with a valid international drivers license is required. Drivers must be 21 years or older (23 for 4 wheel drive vehicles).

## CREDIT CARD DEPOSIT

Credit card imprint with authorization request and dependent on the level of insurance.

**Credit Card Deposit:** Authorised hold on card depending on level of insurance.

**Base Insurance:** R55.000

**Partial Deductible Reducer Insurance:** R19.000

**Total Deductible Reducer Insurance:** Hold on credit car

## MORE AND MORE ABOUT ETOSHA MODELS...

- **3 rental centers:** in Kempton Park, Johannesburg; Atlantis, Cape Town; and a branch in Windhoek, Namibia.
- **24/7 roadside assistance.**
- **A complete set of equipment per person**, including sheets, duvets, blankets, pillows, pillowcases, towels, dishes, cooking utensils, table, camping chairs, and chocks.

**One of the largest camper fleets in Africa**, continuously expanding, with well-maintained quality vehicles.

## D DAY...

Departures take place from Monday to Friday between 7:30 AM and 4:30 PM. Weekend departures must be arranged by appointment.

Please allow one hour to complete the paperwork and attend the vehicle demonstration. All drivers must be present when collecting the camper van and must present their full, valid driver's license and passport. Photocopies will not be accepted. A credit card will be required for the security deposit.

## ...AND THE LAST DAY

Returns take place from Monday to Friday between 7:30 AM and 3:00 PM. Weekend returns must be arranged by appointment. Please note that if any luggage has been left at the departure depot, the return must be made by 3:00 PM at the latest.

You agree to return the vehicle in the condition it was received (excluding normal wear and tear): clean, with a full tank

of fuel and empty gray and waste water tanks. Otherwise, cleaning and/or waste tank emptying fees may be charged at the time of vehicle return.

## 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.

### 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.

### Rental Period

The initial period for which the vehicle is rented must be specified in the contract. The rental period begins when the renter takes delivery of the vehicle and ends when the lessor accepts the return of the vehicle, in accordance with the rental dates stipulated in the contract.

### Vehicle in Good Working Order

The vehicle is deemed to be in good working order and suitable for the intended use when delivered to the renter, unless the renter notifies the lessor of any defects immediately after the start of the rental. The lessor will decide, at its sole discretion, whether the vehicle is defective or unsuitable for the intended use, and will have the right to terminate the contract and refund the security deposit as well as any rental fees paid, or to replace the defective vehicle.

### Breakdowns and Repairs

The renter agrees to maintain the vehicle and its accessories in good working order according to the standards required by the lessor, until the vehicle is returned to the lessor. All vehicles are recent models, but minor issues may still arise. Minor repairs made by the renter during the trip can be reimbursed upon presentation of a receipt at the time of return. The renter must inform the lessor of any breakdowns within a reasonable timeframe. The lessor has the right to repair or replace the vehicle at its expense, unless it reasonably determines that the breakdown is due to improper use or an accident caused by the renter or a third party, in which case the renter will be required to reimburse the lessor for all costs incurred as a result of the breakdown, upon request. The renter must return the vehicle in a clean condition and in good working order, excluding normal wear and tear. In the event of loss, destruction, or damage to the vehicle or any of its accessories for any reason occurring before the vehicle's return, the renter will be responsible for reimbursing the replacement cost. The lessor must be given a reasonable timeframe to resolve any breakdown or issue before a request for loss of time can be accepted. In general, 24 hours should be sufficient to resolve an issue before claims can be submitted. Breakdowns of the air conditioning and refrigerator may take longer depending on the country in which the renter is traveling. The lessor is also not responsible for any damage or claims resulting from high speeds and/or long-distance travel on unpaved roads (all roads—especially C roads) in Namibia. This includes all air conditioning systems, radiators, tires, and suspension systems.

### Use of the Vehicle

The renter acknowledges being aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures required by any legal authority. The renter agrees to use the vehicle only for this purpose and to comply with all these safety and maintenance procedures. The renter will be responsible and indemnify the lessor for any damages or losses suffered by it in the event of using the vehicle for other purposes or if the renter fails to comply with the required safety and maintenance procedures. The renter uses the vehicle at their own risk. The renter shall have no claims of any kind against the lessor for any loss or damage suffered by the renter resulting from any cause, including, without limitation, the use of the vehicle and its equipment. The lessor is also not responsible for damages resulting from high speeds and long distances traveled on unpaved roads in Namibia.

### Condition of the Vehicle and Return

The vehicle will be delivered by the lessor in good condition with a sealed odometer. The renter agrees to return the vehicle in the same condition (excluding normal wear and tear) to the location, date, and time specified. Any damage to the vehicle prior to the start of the rental must be noted on the rental contract. The renter is responsible for any damage not indicated in the departure document.

### Access to the Vehicle

The renter is fully responsible for the vehicle at all times before its return and must return it to the lessor at the end of

the rental period or in the event of cancellation of the agreement. The lessor has the right to access the vehicle at any time for inspection or repairs.

### **General Provisions**

The lessor will be responsible for reasonable hotel or other accommodation expenses incurred due to the vehicle being out of service for reasons beyond the renter's control, and will process reimbursements for lost time while the vehicle is being repaired.

The renter is responsible for all traffic violations and/or any other infractions incurred during the rental period of the vehicle.

Refrigerators, stoves, air conditioners, and microwaves are checked by the lessor and the renter before each rental; therefore, the lessor accepts no liability for any malfunction of these appliances during the rental period.

The vehicle must be returned no later than 4:00 PM on the last day of the rental; otherwise, an additional day may be charged.

### **Traffic Restrictions for Two-Wheel Drive Models**

All vehicles are allowed to travel on any properly paved surface. Smooth sand roads (non-corrugated) are also permitted. However, certain areas are not authorized for driving a camper van. These include: Swartberg Pass (South Africa), Sani Pass (South Africa), Kalahari Gemsbok Park (also known as Kgalagadi Transfrontier Park), the road to the Sentech Towers in Marakele Park (South Africa), Baviaanskloof Pass (South Africa), the entirety of Mozambique, the entirety of Malawi, the entirety of Angola, Zambia beyond Livingstone, all 4x4 trails, Skeleton Coast Park (Namibia), the short road from Hobas to the viewpoint (Fish River Canyon), Van Zyl's Pass (Namibia), any sand dune, Sandwich Harbour (Namibia), all of Kaokoland (Namibia), the Okavango Delta (Botswana), Makgadikadi Pans (Botswana), narrow and steep mountain passes, and any road in South Africa, Swaziland, Lesotho, Botswana, and Namibia that does not meet the above road conditions. Roads marked D, G, or F in Namibia (e.g., D4130, etc.) are also restricted.

Traveling in Zimbabwe is not recommended, as supplies like fuel or food may not always be available. The lessor is also not responsible for any damages or claims resulting from high speeds and/or long-distance travel on dirt or gravel roads in Namibia.

Due to weather conditions, the lessor reserves the right to restrict access to certain roads or areas.

### **Traffic Restrictions for Four-Wheel Drive Models**

Vehicles may be driven to neighboring states of South Africa but are not permitted to enter Angola, the Democratic Republic of the Congo (DRC), Tanzania, or Malawi. Driving on 4x4 leisure trails that require an entrance fee or club membership is also not allowed. Any insurance coverage is void if vehicles enter these prohibited areas, which constitutes a breach of contract.

The 4x4 is intended for driving on terrains that are generally inaccessible with a two-wheel drive vehicle. Dangerous and irresponsible maneuvers to test the vehicle's capabilities to their limits are strictly prohibited, as they pose safety risks. All towing costs to the nearest depot will be the responsibility of the renter.

The lessor reserves the right, at its sole discretion, to restrict vehicle movement in certain areas due to unfavorable road or weather conditions, political situations, or for any other reason. Driving on sand dunes and Van Zyl's Pass in Namibia is prohibited.

The renter must ensure that departure, approach, and turning angles are adhered to as specified in the information manuals. The lessor has the right to restrict certain roads or areas.

### **Telephone Costs**

The lessor does not reimburse expenses incurred for telephone calls to its offices, assistance, or staff. Renters are advised to purchase a local SIM card.

### **Breakdowns**

Any breakdown, mechanical issue, or equipment problem must be reported to the lessor immediately to allow for a prompt solution. If the lessor is not contacted or if the renter refuses the solution provided, no compensation will be given.

In the event of a breakdown, the renter must immediately contact the standby mechanic at the number provided in the contract. The renter should then follow the mechanic's instructions to avoid further damage.

### **Early Returns**

If a renter returns their vehicle before the date specified in the contract, no refund will be granted.

### **Natural Disasters and Weather Conditions**

The lessor cannot be held responsible for any road closures due to hurricanes, tornadoes, storms, or any natural disasters.

### **In Case of an Accident**

In the event of an accident, the renter agrees to:

Record the time, date, and location of the accident. Record the names, addresses, license plate numbers, makes, and models of all third-party vehicles involved, or any damaged properties if no third party was involved. Record the name of the third party's insurance. Not admit any liability. File a police report within 24 hours. Complete and sign the "Accident Report" found in the vehicle. Obtain a copy of the police report and immediately provide it to the lessor. Inform the lessor within 24 hours. Collect the contact details of any witnesses and take photographs.

### **Accident Risk**

The risk of accidents in Africa is higher at night than during the day. According to the law, all accidents must be reported to the lessor and the local police within 24 hours. If the renter is in an isolated area, all reasonable efforts

should be made to report the accident within this timeframe. Failure to report accidents and obtain an Accident Report (AR) from the nearest police station will void any insurance coverage, and the renter becomes fully responsible for all costs.

## Documentation

Take as many photographs as possible of all vehicles involved, as well as the individuals concerned, including their driver's licenses and personal contact information. Obtain an Accident Report number (AR) from the police at the scene. This is important as it proves the accident has been recorded by the police. Keep a copy with you.

## Replacement Vehicle

If the rental vehicle is involved in an accident or other incident and is not drivable, a replacement vehicle may be picked up at the nearest office if available. If the renter wishes for a replacement vehicle to be delivered, these costs will be the renter's responsibility. None of the excess reduction options cover this process.

The renter is responsible for the complete recovery (e.g., towing) of the damaged vehicle to the nearest rental depot. If no replacement vehicle is available, no refund for lost rental days will be considered. If the renter is unable or refuses to take a replacement vehicle, no refund for early termination of the contract will be applied. No refunds for lost rental days or accommodation costs will be considered during the period a replacement vehicle is being organized. If the renter continues with a replacement vehicle, a new rental contract and insurance conditions will apply.

## Minimum Age and Driver's License

The minimum age is 21 years (23 years for 4x4 models) with a valid "car" license held for at least 1 year. An international license is required in addition to the national license.

## Personal Injury and Belongings

Personal injuries and belongings are not covered by the insurance provided. The renter is therefore responsible for obtaining their own travel insurance in advance.

## Traffic Fines / Violations

The lessor will not be held responsible for traffic fines or road violations incurred by any individual. If the renter receives a traffic fine or violation while driving a rental vehicle, they accept that the primary driver of the vehicle is responsible for these fines/violations. The lessor will notify the renter via email if a fine or violation is received. An additional administrative fee of R250 will be applied for these fines. Note: This process can take up to 8 weeks or more.

## CO2 Tax in Namibia

All Namibian customs posts have implemented a CO2 tax for all rental vehicles registered in South Africa. This tax applies when departing from or arriving at the Windhoek depot and is set at R600 per contract, regardless of whether rental days are spent outside Namibia's borders.

## Tire Replacement

If a tire needs to be replaced, it is important to ensure that the ply rating and size match the tire being replaced on the vehicle. This ensures maximum safety and functionality. Replacement tires that do not match the size or ply rating will not be eligible for reimbursement.

## Dust Penetration

Southern Africa is primarily an arid desert region, and most secondary roads traveled are unpaved or gravel. It is not possible to make vehicles dust-proof, and therefore, refunds or compensation claims for any dust penetration will not be considered.

## Phone Calls to Namibian Staff

When calling the Namibian emergency number, these calls may be recorded for quality assurance purposes.

## Insurance

The vehicles are insured with a base excess of R55,000. This excess applies in cases of damage to the vehicle, damage to third-party property, theft, or fire. The renter can opt for a partial excess buy-down to R19,000 or a full excess buy-down.

## Deposit

On the day of departure, the renter must pay a deposit to the lessor. The amount of this deposit depends on the level of insurance chosen. The authorization hold will be maintained for 3 months after the rental period ends in case of any fines or undeclared violations upon return.

## Material Damage

The insurance included in the daily price covers damage to the vehicle or third-party property. The renter's financial liability is limited to the maximum excess amount specified in their rental agreement. This excess applies per accident, not per rental. The lessor reserves the right to charge the renter for any damage to the vehicle or third-party property that is not reported upon return of the vehicle.

## Insurance Exclusions

The renter will be fully liable for damage to the vehicle or third-party property in the following circumstances:

Breach of the rental agreement terms. Damage to the vehicle caused by reckless or negligent driving. Any damage or mechanical failure occurring while driving on designated 4x4 recreational tracks that typically require an entrance fee

and are not part of public roads. Damage to the vehicle caused by improper use of the clutch (e.g., slipping or releasing the clutch), transmission, and gearbox. For example, using 4WD mode on paved roads or failing to stop to engage 4WD. Damage to drivshafts due to potholes, inclines, or other obstacles. Illegal behavior, negligence, or violation of laws (e.g., speeding, illegal parking, driving against traffic). Driving under the influence of drugs or alcohol. Driving in restricted roads/areas. A maximum of two tire replacements is included; any additional replacements will be at the renter's expense. Submersion in water or damage caused by water to the engine or drive shafts is excluded from any insurance options. Any damage due to rollover when no third-party vehicle was directly involved by physical contact. Failing to stop the engine when dashboard warning lights indicate a major problem (e.g., oil light, radiator water level, or temperature gauge). The vehicle has been driven by someone other than the authorized driver listed in the agreement. All towing costs (when necessary) to the nearest depot. If the vehicle is still drivable and a replacement unit is requested, the costs of the exchange will be the renter's responsibility.

#### **Insurance Conditions for Mozambique, Zambia, and Zimbabwe**

The renter is permitted to drive the 4x4 vehicle in these countries. However, these countries may not always have a fully developed infrastructure for self-driving. This does not mean that self-driving is impossible. To travel in or through these countries, an additional insurance deductible applies.

There is a separate deductible of R7000 for any damage to the vehicle. If the vehicle needs to be towed, the renter must arrange for the towing to the nearest depot. Towing costs, as well as any other damage related to towing the vehicle, are not included in this deductible and will be the renter's responsibility.

#### **Road Safety**

Depending on weather conditions and road conditions, driving a vehicle on unpaved roads can be more challenging. It is crucial to adhere to speed limits on both paved and unpaved roads. Avoid driving at night and be cautious of animals on the road.

#### **Vehicle Rollover**

All rented vehicles are taller than conventional vehicles, meaning the center of gravity is also higher, which increases the risk of rollover.

A rollover is defined as a vehicle sustaining any type of damage due to not being in its normal position—on all four wheels. A vehicle is considered to have rolled over if it is on its side. Rollovers not caused by a collision with another vehicle are not covered by any insurance waiver option. The final position of the vehicle is irrelevant in defining a rollover. These incidents occur very rarely if the driver exercises caution and common sense.

#### **Towing Costs**

In the event of damage to any part of a vehicle, it must be assessed whether the unit is drivable. If it is not, the vehicle must be towed to the nearest depot by a reputable towing company authorized by the lessor. Towing and recovery costs resulting from any type of accident are the responsibility of the renter, regardless of insurance coverage.

#### **Vehicle Substitution**

The lessor reserves the right to substitute the requested vehicle with an equivalent or superior vehicle in special circumstances, which will be explained to the renter, without prior notice before the start of any rental period. If a vehicle must be substituted due to an accident or mechanical issues, and the renter refuses to accept the replacement vehicle as stipulated, the renter will be considered to have terminated the contract, and no refund will be granted.

The costs of substituting a vehicle due to an accident or mechanical failure rendering the vehicle inoperable—caused by the renter's fault or negligence, illegal driving (such as driving against traffic or under the influence of alcohol/drugs, parking violations, and/or water damage)—will be the responsibility of the renter. This includes towing the damaged vehicle to the nearest depot.

Driving distances may be significant, and the lessor must have a realistic timeframe to travel before vacation time loss becomes a factor for compensation claims.

Non-essential items, such as air conditioning units, may take longer (up to two days) to repair, depending on the country or region where the renter is traveling. Generally, the lessor has 24 hours from the time they are informed of the breakdown to resolve an issue before compensation for lost time becomes applicable (if applicable). In rural areas, particularly in countries like Namibia, Botswana, or Zambia, a more realistic timeframe is often necessary.

The lessor also does not accept responsibility for damages or claims resulting from driving on deteriorated roads (especially C roads) in Namibia. Failures on the road of items such as air conditioners, microwaves, hot water systems, and radios/CD players are not considered valid reasons for requesting a replacement vehicle. The lessor will make reasonable efforts to repair these items; however, if repair is not possible, the renter is not entitled to a vehicle change or compensation.

#### **Cancellation Policy**

- Cancellation notified more than 95 days before departure: 10% of the invoice amount.
- Cancellation notified between 94 and 64 days before departure: 25% of the invoice amount.
- Cancellation notified between 64 and 34 days before departure: 50% of the invoice amount.
- Cancellation notified less than 33 days before departure: 100% of the invoice amount.

No refunds will be issued for early returns.

#### **Dispute**

The provider reserves the right to change the vehicle for another appropriate to the number of occupants. This does not constitute a breach of contract and does not authorize the hirer to claim any compensation. The photos are not contractual and the choice of vehicles is made by category and not by model.

The present general conditions are subject to French law. Any dispute arising from the execution, interpretation or application of the travel contract shall be brought before the competent court in the place of the registered office of the

company CampingCar online.

Updated on 28/10/2024