

**Terms and Conditions of Vehicle Rental**

**Standard rental agreement.**

**1. INTERPRETATION AND DEFINITIONS**

In the agreement singular shall include plural and vice versa, pronouns of gender shall include those of the other gender and natural persons shall include legal and juristic persons and vice versa.

- 1.1. "Driver" means such person as is referred in this rental agreement as being duly/authorised by Bushtrackers to drive the vehicle.
- 1.2. "Additional Driver" means such person who, in addition to the driver is reflected on the rental agreement as being duly authorised by Hamabanathi Bushtrackers to drive the vehicle.
- 1.3. "The Company" means Hamabanathi Bushtrackers.
- 1.4. "Client" means the person who signs the lease jointly and severally and any person or company on whose behalf the signatory signs the agreement shall be liable jointly and severally.
- 1.5. "Rental Agreement" means this rental agreement issued by Bushtrackers to the client, along with all terms and conditions, and signed by the client, which will have the effect of creating a legally binding agreement between the parties to this agreement.
- 1.6. "Extended Period" means any period requested by the client and agreed by Bushtrackers beyond the agreed return date.
- 1.7. "Rental Period" means the period commencing on delivery of the vehicle to the client and the termination date and time specified in this agreement.
- 1.8. "The Renting Location" means the location of Bushtrackers from which the vehicle is rented by the client alternatively any location agreed upon by Bushtrackers.
- 1.9. "The Vehicle" means the vehicle described in this rental agreement including all keys, tools, equipment, accessories (See para 1.10) and documents in and on the vehicle when the client takes delivery of the vehicle, at the renting location and includes any replacement for the vehicle which has been officially authorised by Bushtrackers, whether or not such replacement vehicle was approved or authorised by the client.
- 1.10. "Accessory" means any equipment set out in this rental agreement, (including) where applicable) any global positioning system receiver or similar device or any satellite phone recover straps or similar equipment.
- 1.11. "Clients Account" means the clients debit card, credit card or ban account to which rental charges and all other charges are to be debited from.
- 1.12. "Bushtrackers Insurance Policy" means a policy of liability insurance held by Bushtrackers for the client and an authorised drivers liability for a third party for damage to the property of that third party which is caused by the legal use of the vehicle by the client or an authorised driver.
- 1.13. "Off Road" means all wheels off the vehicle being more than 2m from an official road or track within a national park, game reserve or wildlife managed area.

**2. RENTAL OF THE VEHICLE**

- 2.1. Hamabanathi Bushtrackers hereby leases the vehicle to the client, who hires the vehicle subject to all the terms and conditions set out in this agreement. The client will be bound by all these terms and conditions irrespective of whether the client was driving or not.

**3. VEHICLE DELIVERY, COLLECTION AND RETURN**

- 3.1. Deliveries and collections of vehicles from 8am to 5pm are included in the rental cost. Collections and deliveries of vehicles or airport collections and drop-offs outside of this time will attract a fee as per the standard rate sheet.
- 3.2. Botswana vehicles can be delivered and/or collected in all major centres (Relocation fees apply).
- 3.3. Transfers between Livingstone/Victoria Falls and Kasane can be arranged.
- 3.4. Vehicles are available in Botswana and Johannesburg (rates as per the standard rate sheet). Other locations available on request.
- 3.5. Delivery or collection times and locations must be arranged and confirmed prior to rental.
- 3.6. The vehicle shall be deemed to have been delivered in good order and repair and without damage to amongst others the paintwork, upholstery or accessories (unless such damage is recorded in writing and signed by the client and a Bushtrackers as a vehicle report). Any damage not so recorded shall be for the account of the client.
- 3.7. Vehicle supplied with a full tank of fuel (140L) and the client is expected to return the vehicle as such.
- 3.8. Rental beyond the stipulated termination date must be authorised by Hamabanathi Bushtrackers.
- 3.9. Rental terminated earlier than the termination date is not refundable.
- 3.10. Should the client request that all of the equipment be checked at the time of return, it is the clients' responsibility to ensure the vehicle is returned with sufficient time to conduct his service. After hour rates apply.
- 3.11. The obligations of the client and the rights of Bushtrackers under this agreement shall continue in effect until the vehicle has been returned to Bushtrackers and the client has complied with all these obligations.
- 3.12. The client and/or other driver shall return the vehicle at the clients' expense to an authorised representative of Bushtrackers on the agreed date and at the agreed renting location reflected on this agreement.
- 3.13. The client and/or other driver acknowledges failure to return the vehicle in terms of this agreement shall constitute unlawful possession of the client and/or driver and Bushtrackers may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof. All costs incurred in recovery of the vehicle will be for the client's account.

- 3.14. In the event that the vehicle is not returned as stipulated in paragraph 3.12 the vehicle may be reported as stolen to the relevant authorities.
- 3.15. The vehicle shall be returned in good order and in a roadworthy condition, fair wear and tear expected.
- 3.16. The sole risk of loss or damage to the vehicle will remain vested in the client until such time as Bushtrackers has recorded the return of the vehicle.
- 3.17. Any damages, losses or costs of any nature not covered by insurance or any insurance excess owed, shall be charged by Bushtrackers to the client's account.
- 3.18. Bushtrackers will make all reasonable effort necessary to make sure the type of vehicle that the client has booked is the vehicle supplied to the client. In the event that Bushtrackers is not in a position to supply such specific vehicle to the client, due to unforeseen circumstances, then if the vehicle supplied by Bushtrackers is more expensive than the one booked, the client will not pay any additional charge. If the vehicle supplied by Bushtrackers is less expensive than the one booked, then Bushtrackers will refund the client the difference.

#### **4. CONDITIONS OF VEHICLE HIRE**

- 4.1. Drivers must be 26 years or older, have at least 5 years driving experience and produce a valid licence free from endorsements. Non-English language national driving licences must be presented in conjunction with an official translation or valid international driver's licence.
- 4.2. Additional drivers not nominated by the client in the rental agreement are not insured. If the vehicle is driven by anyone other than the client, the client shall remain liable for all his obligations in terms hereof and in addition, the client shall be liable to Bushtrackers as if the client had been the driver.
- 4.3. No smoking is allowed in any of the vehicles. A professional valet fee of USD100 will be levied if the interior of the vehicle is polluted by smoke from any tobacco products.

#### **5. USAGE OF THE VEHICLE**

- 5.1. The client acknowledges that he is aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures. The client is responsible for looking after and maintaining the vehicle during use and for returning the vehicle in good order, fair wear and tear accepted.
- 5.2. The vehicle may not be used for the conveyance whether of passengers or goods for reward, to propel or tow any other vehicle including any caravan or trailer, to transport goods in violation of the customs laws or in any other illegal manner.
- 5.3. The client shall make adequate provision for the safety of the vehicle, in particular, he shall keep the vehicle properly locked and secured and immobilized when the vehicle is not in use, and the client shall make sure that the keys are under his or the drivers control.
- 5.4. In the event of the vehicle or any of its belongings being lost or damaged during the rental period, the client shall be liable to cover the cost of replacement or repair and to make good on any shortages or damages to the vehicle. Note: negligent loss or damage is not covered by insurance. Insurance cover is included in the Rental Agreement as per section 14 below, and all cover loss or damage due to theft of the vehicle and certain reported collision damages only, but not lost or stolen equipment, including satellite phones, or damages due to carelessness. Dents and scratches to the Bushtrackers vehicle will be deemed negligent damage and the client will be liable for their repair.
- 5.5. The vehicle will only be utilised for the rental period or any extended period.
- 5.6. Bushtrackers will at all times remain the owner of the vehicle.

#### **6. ROAD RESTRICTIONS**

- 6.1. Bushtrackers 4WD (Four Wheel Drive) vehicles are allowed on all bitumen tar and gravel roads as well as all recognised public 4x4 tracks in national parks and game reserves in Botswana, Namibia, Zimbabwe and South Africa. Special permission is required to any other country in Sub-Saharan Africa e.g. Tanzania, Mozambique, Swaziland, Malawi and Zambia. It is the responsibility of the client to obtain any necessary special permission.
- 6.2. Due to seasonal changes, road restrictions may be implemented at certain times of the year and it is the responsibility of the client to abide by the changes. Current Road restrictions will be noted on the Rental Agreement.
- 6.3. The vehicles may not be driven Off Road in the event of any photographic or other evidence being received of the vehicle being driven Off Road in National Parks, Game Reserves or other Wildlife Management Areas, a USD250 fine will be levied per incident.

#### **7. WILD ANIMALS**

- 7.1. The client is aware that the self-drive safari may bring him into close contact with wild animals.
- 7.2. The client is responsible for his/her safety in this regard.
- 7.3. Bushtrackers cannot be held responsible for any attack by a wild animal or any subsequent damages or loss or injury resulting from an incident with a wild animal.

#### **8. TERMINATION / CANCELLATION OF RENTAL AGREEMENT**

- 8.1. Notwithstanding anything to the contrary contained in the agreement, Bushtrackers shall be entitled to terminate the agreement without any explanation at any time by notice (in writing or verbal) to the client and/or driver of the vehicle, whereupon the client and/or driver shall immediately return the vehicle to Bushtrackers. If the vehicle is not returned to Bushtrackers, the client and/or driver shall be entitled at any time to re-take possession of the vehicle, wherever found and from whosoever is in possession thereof. The obligation of the client and the rights of Bushtrackers under this rental agreement shall continue in full force and effect until the vehicle has been returned to Bushtrackers in terms of the agreement and the client has been complied with all his obligations. Any costs that are incurred by Bushtrackers in recovery of the vehicle shall be for the account of the client.
- 8.2. In the unlikely event of Bushtrackers having to amend the reservation of a specific vehicle due to force majeure or circumstances beyond Bushtrackers control, then Bushtrackers shall offer an alternative vehicle and shall use its best endeavours to offer a self-drive safari of a similar standard or costs.
- 8.3. Should the client not accept the alternative, or a suitable alternative not be available, the company will refund all monies paid by the client relating to the vehicle only. Bushtrackers will not be responsible for any consequential liabilities in this regard (excluding non-refundable park bookings if applicable). Any other refunds relating to third party bookings will be dependent on the cancellation policy of the establishment concerned. Any other expenses incurred for flights or accommodation must be claimed from the client's travel insurance and may not be claimed from Bushtrackers.
- 8.4. Provided Bushtrackers has used its best endeavours to comply with the above clauses, it will not be liable for any breach of contract or claim that may arise due to any inconvenience suffered by the client.
- 8.5. In the event of cancellation by the client, it must be made in writing to Bushtrackers, by the person whose name is used as "client" on the booking confirmation form.
- 8.6. Cancellation is effective from the date of written receipt thereof by Bushtrackers.
- 8.7. In the event of cancellation of the rental vehicle by the client the following charges shall apply.
- 8.7.1. Notice received 60 days or more before the departure date only the deposit is forfeited.
  - 8.7.2. Notice received within 60 days of the departure date the following percentage of the total rental cost will be payable as a cancellation charge
    - 8.7.2.1. 60 to 30 days shall equate to 50% cancellation penalty
    - 8.7.2.2. 29 days or less shall equate to 100% cancellation penalty
- 8.8. Should payment of the rental cost not have been made in full then the client must pay the cancellation fee within 7 days of notification of cancellation by the client. Even if the client's insurance policy may cover cancellation it is for the client to claim any insurance money due from their insurers directly.
- 8.9. This cancellation applies only to Bushtrackers vehicle rental and does not apply to third party bookings. Each individual third party's cancellation fee will apply.
- 8.10. Bushtrackers shall be entitled at the expiry and/or termination of the agreement for whatever reason to re-take possession of the vehicle wherever it may be located and from whoever is in possession thereof.
- 9. STANDARD RENTAL RATES INCLUDE**
- 9.1. Experienced backup and recovery team.
  - 9.2. Unlimited mileage after itinerary approved.
  - 9.3. Standard insurance cover.
  - 9.4. Travel pack with all relevant information.
  - 9.5. All applicable taxes
  - 9.6. Introduction to the vehicle and its equipment.
- 10. MINIMUM RENTAL DURATION AND COSTS**
- 10.1. Minimum rental period will be 6 days in peak season (1 July to 30 October) and 3 days at other times of the year.
  - 10.2. Each day of the vehicle hire period is calculated and charge on a calendar day basis.
  - 10.3. The day of pick up and drop off of vehicles are counted as full days irrespective of the time of collection and returned.
  - 10.4. No refunds are applicable for early returns unless arranged in advance and agreed in writing by Bushtrackers.
- 11. BOOKING DEPOSITS AND PAYMENT TERMS**
- 11.1. A 20% non-refundable deposit is required to confirm a self-drive safari. This becomes part of the rental payment but is lost on cancellation by the client.
  - 11.2. Vehicles are confirmed on a 'first come first serve' basis. Implying vehicles will be secured and scheduled in order of deposits received. Hambanathi Bushtrackers reserves the right to decline and refund the deposit payment should all vehicles be scheduled/secured during the period between the client receiving the quote and making the securing deposit payment.
  - 11.3. Hambanathi Bushtrackers can book campsites and accommodation on behalf of the client. This is treated as a separate service and charged accordingly. No campsites are confirmed until full payment has been received by Bushtrackers.
  - 11.4. Balance of payment of the full rental is due on the date shown on the confirmation invoice (30 days prior to departure)
  - 11.5. Payment for any additional charges imposed by any supplementary accommodation or activity will be due as per the requirements of such establishments.
  - 11.6. If any part of the invoice of the self-drive safari remains unpaid by its due date Bushtrackers reserves the right to treat the booking as cancelled, in which the terms of these conditions concerning cancellation by client will apply.

- 11.7. Payments for the self-drive safari and vehicle rental can be made either by bank transfer or by credit card. Bushtrackers is only liable to accept visa or Master Card for credit card payment. A 3% handling fee is charged for all credit card payments.
- 11.8. All credit card transactions are conducted in BWP. Due to exchange fluctuation, any amounts which may be refunded on return of the vehicle may vary from that initially debited against the credit card if not in Botswana Pula. We accept no liability for these variances and accept no claims for payment for the variances.
- 11.9. The client acknowledges & grants permission to Bushtrackers to charge the credit or debit card nominated at the Start of the Rental, as agreed in the Rental Agreement to which these terms and conditions apply, with any changes due from the client under the Rental Agreement, at any time during and after the rental period.
- 11.10. Client to use invoice number/name as a reference when making payments and email through the proof of payment. Bushtrackers cannot be held responsible for unidentified payments and hence not making timely payments to third party suppliers to secure bookings.

**12. OFFICE HOURS**

- 12.1. Office hours are Monday to Friday 8h00 hours – 17h00 hours.
- 12.2. The afterhours numbers for emergencies are +267 73546088 or 74386469.

**13. INSURANCE**

- 13.1. The client must insure against cancellations and for medical and personal injuries and all other usual travel risks and details must be given at the time of the booking form is completed. Such a policy shall be independent of the conditions of this Rental Agreement and shall be governed by the conditions therein.
- 13.2. Bushtrackers offers three waiver cover options (explained in section 14.);
  - 13.2.1. Standard waiver – included in daily rental rate
  - 13.2.2. CDW1 – An additional daily rate
  - 13.2.3. CDW2 – An additional daily rate
- 13.3. Personal possessions/property is not covered.
- 13.4. Third party cover outside the country of vehicle collection must be purchased at the point of entry.
- 13.5. An excess applies to each vehicle depending on the waiver option chosen.
- 13.6. Disobeying the laws and regulations governing the country being driven in may render the waiver cover null and void. (I.e. Exceeding the speed limit.)

**14. WAIVER OPTIONS**

- 14.1. All vehicles come with the standard waiver option.
- 14.2. Additional waivers are available at an additional daily charge.
- 14.3. Standard and CDW1 waiver options pertain to cover for insurable events only. The client will be liable for any damage or destruction including light damage, dents and scratches. The monetary value of any damage will be determined by a quotation from a reputable and licensed company.
- 14.4. Insurance cover is applicable on presentation of a police report and the incident reported to Bushtrackers within 72 hours. An excess will apply depending on the waiver option paid for. Bushtrackers makes no undertaking to make any payment or admit liability until Bushtrackers has investigated the accident to their satisfaction. Should a police report not be obtained in the event of an accident, the client shall be liable for the full cost of repair or replacement of the vehicle.
- 14.5. There is no insurance cover for safari/camping equipment or accessories regardless of the circumstances surrounding the loss or damage and the client will be liable for the full replacement or costs of repair.
- 14.6. Standard waiver option
  - 14.6.1. Included in rental rate with no additional charge.
  - 14.6.2. Maximum accident/damage responsibility: USD2500. For damages to the vehicle less than this, the client will be responsible for the full cost only.
  - 14.6.3. Any of the following will have an excess responsibility of USD3150 (Hilux and Land Cruiser) - Roll over/write-off/theft/accident at night/accident with an animal or water damage.
  - 14.6.4. USD3150 will be authorised/blocked on the client's credit card on collection of the vehicle.
  - 14.6.5. The above blocked amount is released in the absence of any claim and/or serious damage.
  - 14.6.6. Windscreen maximum responsibility is a separate USD250 (Hilux and Land Cruiser). Windscreen waiver available at an additional daily rate of USD3. *(Cover for rentals periods 10 days and longer).*
  - 14.6.7. No cover to tyre damage. Tyre damage waiver available at an additional daily rate of USD5. *(Cover for rentals periods 10 days and longer).*
  - 14.6.8. No cover to vehicle towing and/or recovery fees, exclusive of general wear and tear breakdowns.
  - 14.6.9. Does not cover damage resulting from abusive/negligent driving.
  - 14.6.10. Cover pertains to the vehicle and its fitted accessories only. Camping equipment and tents are not covered.
- 14.7. Bushtrackers offers the following two CDW (Collision Damage Waiver) options to reduce the excess amount payable.
- 14.8. CDW1 waiver option
  - 14.8.1. Cover at an additional daily rate of USD20.
  - 14.8.2. Cover for rentals periods 10 days and longer.
  - 14.8.3. Maximum accident/damage responsibility: USD1600. For damages to the vehicle less than this, the client will be responsible for the full cost only.

- 14.8.4. Any of the following will have an excess responsibility of USD3150 (Hilux and Land Cruiser) - Roll over/write-off/theft/accident at night/accident with an animal or water damage.
- 14.8.5. USD1600 will be authorised/blocked on the client's credit card on collection of the vehicle.
- 14.8.6. The above blocked amount is released in the absence of any claim and/or serious damage.
- 14.8.7. Windscreen maximum responsibility is a separate USD250 (Hilux and Land Cruiser). Windscreen waiver available at an additional daily rate of USD3. *(Cover for rentals periods 10 days and longer).*
- 14.8.8. No cover to tyre damage. Tyre damage waiver available at an additional daily rate of USD5. *(Cover for rentals periods 10 days and longer).*
- 14.8.9. 75% responsibility to total vehicle towing and/or recovery fee value, exclusive of general wear and tear breakdowns. This cover excludes towing and/or recovery required in Malawi, Mozambique, Zimbabwe and Zambia, where the Hirer will be responsible for the full cost.
- 14.8.10. Does not cover damage resulting from abusive/negligent driving.
- 14.8.11. Cover pertains to the vehicle and its fitted accessories only. Camping equipment and tents is not covered.

**14.9. CDW2 waiver option**

- 14.9.1. Cover at an additional daily rate of USD30.
  - 14.9.2. Cover for rentals periods 10 days and longer.
  - 14.9.3. Zero/No excess in the event of an accident.
  - 14.9.4. Does not cover damage resulting from abusive/negligent driving.
  - 14.9.5. Accidental damages are covered but limited as specified in clause 14.10.11.
  - 14.9.6. Any of the following will have an excess responsibility of USD3150 (Hilux and Land Cruiser) - Roll over/write-off/theft/accident at night/accident with an animal or water damage.
  - 14.9.7. USD350 will be authorised/blocked on the client's credit card on collection of the vehicle for the duration on rental. This is to ensure the return of the vehicle to the specified location and to cover damaged and/or lost equipment.
  - 14.9.8. Full cover to windscreen damage.
  - 14.9.9. Full cover to tyre damage to a maximum of 2 tyres.
  - 14.9.10. 50% responsibility to total vehicle towing and/or recovery fees, exclusive of general wear and tear breakdowns. This cover excludes towing and/or recovery required in Malawi, Mozambique, Zimbabwe and Zambia, where the Hirer will be responsible for the full cost.
  - 14.9.11. Cover pertains to the vehicle, its fitted accessories and tent only. Camping equipment is not covered.
  - 14.9.12. Should the vehicle have incurred 3 (three) or more new obvious damages, which can be seen from a distance of 1m, it shall be deemed that the client has not looked after the vehicle in the expected manner, thereby being negligent, and liable to pay for the excess damages.
- 14.10. Claims will be finalised within 14 days of the vehicles return and if this is not possible for whatever reason then Bushtrackers will advise the client accordingly.

**Tyre and glass damage**

- a. High speeds heat up the tyre and increase the risk of damage especially when driving off-road.
- b. The Hirer is responsible for repairing all punctured tyres.
- c. If tyre cover is taken, the client will waive the responsibility of replacing the damaged tyre to the vehicle provided the correct brand and size has been purchased should the client have to do so on rental. These will be refunded in full.
- d. Acceptable tyres brands where 75% refund will be given,
  - a. Bridgestone 265/65/R17 A/T D694**
  - b. Dunlop 265/65/R17 A/T 25**
- e. Incorrect tyre brands and/or sizes (other than above) will only have a 50% refund at the equivalent Botswana price.
- f. Windscreen replacement would be required on stone chips larger than 2mm and on any run/crack that may occur regardless of size.

**15. CLIENT LIABILITY**

- 15.1. The vehicle is at the sole risk of the client and/or driver (fair wear and tear excepted) from the moment the key and/or vehicle is handed to the client until such time as the vehicle and the key is returned to Bushtrackers in terms of paragraph 3 (three).
- 15.2. Standard, CDW1 CDW2 does not cover (unless specified in the terms of cover):
  - 15.2.1. Any damage and/or loss to windscreens, tyres and rims.
  - 15.2.2. Damage and/or loss to undercarriage, and/or clutch.
  - 15.2.3. Any damage and/or loss caused by WATER in whichever way or of whatever nature whilst driving through water or otherwise.
  - 15.2.4. Damage and/or loss sustained whilst the client and/or driver is in breach of any traffic laws or ordinances.
  - 15.2.5. Damage and/or loss caused by the driver due to reckless or wilful driving.
  - 15.2.6. Damage and/or loss caused if the vehicle is at any time driven by an unauthorised driver.
  - 15.2.7. Damage and/or loss caused whilst any terms of the rental agreement are breached.
  - 15.2.8. Damage and/or loss sustained whilst the client and/or driver is driving under the influence of alcohol or drugs.
  - 15.2.9. Damage and/or loss caused whilst driving of the vehicle between sunset and sunrise (night-time) which is prohibited.

- 15.2.10. Damage and/or loss caused whilst the vehicle was driven in a country in which written approval was not obtained from Bushtrackers.
- 15.2.11. Damage and/or loss sustained when accidents are not reported.
- 15.2.12. Damage and/or loss caused due to incorrect use of diff locks and/or transfer cases, for example driving on tar roads with electronic diff engaged or with 4x4 mode engaged.
- 15.2.13. Damage and/or loss when the driver was not holding a valid unendorsed driver's licence.
- 15.2.14. Damage and/or loss incurred when the rental period has expired, and written extension was not given.
- 15.2.15. Damage and/or loss caused as a result of the vehicle being driven on a road that was not suitable for the vehicle.
- 15.2.16. Damage and/or loss to any accessories that are not covered by insurance, shall be payable by the client. Bushtrackers will deduct such an amount from the clients account.
- 15.3. Bushtrackers is under no obligation to provide a replacement vehicle nor will any refund be made if damages and/or loss are sustained for any of the above reasons in paragraph 15.2.
- 15.4. A replacement vehicle will only be dispatched once payment of all damages and/or loss and/or recovery of the vehicle is first made.
- 15.5. Bushtrackers reserves the right to withhold a replacement vehicle and this does not entitle the client to any claims against Bushtrackers whatsoever.
- 15.6. In all instances stated above in paragraph 15.2. The client is fully liable for all damage and/or loss to the Bushtrackers vehicle and/or any third-party damages and/or loss.

**16. LIBABILITY OF BUSHTRACKERS**

- 16.1. Bushtrackers will not accept responsibility over things, persons, or matters over which it has no direct control, including the quality of third-party establishments, nor will it be held liable for the death, injury or illness of any clients or persons accompanying them.
- 16.2. Bushtrackers shall not be liable for any damage to, or any damage arising out of any defect in, or mechanical failure of the vehicle, nor for any loss, or damage to, any property transported or left in the vehicle, nor any indirect damages, consequential loss of profits or special damages of any kind for an breach of this agreement, arising out of any cause whatsoever, irrespective whether or not the loss resulted from the negligence of Bushtrackers, its agents or employees. Bushtrackers accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstances.

**17. FACILITIES**

- 17.1. The facilities, local prices and amenities shown in pictures or mention in writing are shown in good faith as generally being available. Should prices vary, or facilities not be available, Bushtrackers cannot be held responsible.
- 17.2. Any dispute regarding facilities must be settled with the company concerned. Bushtrackers in no way guarantees the standard or any facility (lodge, campsite/hotel) that is booked on the clients' behalf by Bushtrackers and any claim must be made directly to the facility in question.

**18. INDEMNITY OF BUSHTRACKERS BY CLIENT**

- 18.1. Neither Bushtrackers nor any of its directors, officers, employees, servants or agents shall be held liable for any loss or damage (including ay loss or damage to property transported in the vehicle, ay loss of life or any loss or damage arising from the installation of condition of a child seat or any other accessory in and/or on the vehicle) whether direct, indirect, consequential or otherwise arising from the rental by the client of the vehicle, including without limitation, any defect in and/or mechanical failure off the vehicle (howsoever arising and of whatever nature) or the failure of the company to detect defects or mechanical problems with the vehicle and whether such loss or damage results from breach of contract or delict (including negligence or gross negligence) or otherwise, which may be suffered by the client and/or any third party and/or passenger, its directors, officers employees, servants or agents are accordingly indemnified by the client or his estate against any claim of any nature whatsoever and howsoever arising for any damages or loss which might be instituted against it arising from or connected with or pursuant to the renting of the vehicle contemplated in this rental agreement.

**19. ACCIDENTS**

- 19.1. By law all accidents must be reported to Bushtrackers and the Local Police within 24 hours. Failing to report accidents voids all insurance cover and the client becomes fully liable for all costs and/or damages and/or losses.
- 19.2. If during the rental period the vehicle is involved in any accident or collision or is lost or the vehicle or any part of it is stolen, the client shall take every reasonable precaution to safeguard the interests of Bushtrackers, including where appropriate, but not limited to, obtaining the name and address of everyone involved and of possible witnesses co-operating with Bushtrackers in the investigation the making and/or defence of any claim action relating to the incident (including the making of an affidavit if the client is requested to do so)
- 19.3. If the rental vehicle is involved in an accident or is not driveable due to mechanical breakdown resulting from negligence, a replacement vehicle may be collected if available.
  - 19.3.1. If the client requires a replacement vehicle to be delivered, then these charges will be for the clients account.

- 19.3.2. The client is responsible for the recovery of the damaged vehicle to the branch from which it was collected.
- 19.3.3. No refund of rental days lost will be considered during the period in which a replacement vehicle is being replaced.
- 19.3.4. Should the client continue with a replacement vehicle then a new rental contract and insurance conditions will apply.
- 19.3.5. Should a replacement be needed due to a fault to Bushtrackers as determined by Bushtrackers, Bushtrackers will replace the vehicle within in 24 hours or as soon as reasonably possible.
- 19.3.6. The client accepts that the vehicle is used at own risk.

**20. REPAIRS AND MECHANICAL FAILURES OF VEHICLES AND EQUIPMENT.**

- 20.1. All repairs must have prior written authorisation is by Bushtrackers for a refund, if deemed valid, to be transacted.
- 20.2. Where serious mechanical failure occurs due to standard wear and tear and which cannot be repaired timeously, a replacement vehicle will be delivered to the client, if available.
- 20.3. Should a replacement vehicle not be available, the client will be refunded for days in which the vehicle is not in use.
- 20.4. 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 Bushtrackers is not the manufacturer of the vehicle or equipment but will do their utmost to provide the best vehicles and equipment.
- 20.5. This also applies to satellite phones and satellite navigation systems.

**21. EMERGENCIES**

- 21.1. Bushtrackers is on all 24 hours a day for medical emergencies and serious mechanical failure. In this regard satellite phone calls to Bushtrackers or its agents are free of charge. In the event that a client requests assistance which is not an emergency, a call out fee will be charged. This fee will be dependent on the distance from the closet branch.
- 21.2. Bushtrackers reserves the right to apply the applicable charge. The charge is per the insurance waiver document and is charged at a per km rate. Should the client call for assistance and the relief vehicle and crew depart to assist the client and the assistance is no longer required, the client will still be charged a call out fee.

**22. CROSS BORDER SURCHARGES**

- 22.1. Bushtrackers supplies the vehicle papers and a letter of authorisation to drive the vehicle. The client is responsible for his own cross border formalities.

**23. CHANGE OF VEHICLE**

- 23.1. If for reasons beyond our control the reserved vehicle is not available, Bushtrackers reserves 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 client to a refund.
- 23.2. If due to circumstances beyond Bushtrackers control the requested vehicle is unavailable, Bushtrackers reserves the right to provide a vehicle of a lower class and refund the client the difference in Rental cost.

**24. TRAFFIC OFFENCES**

- 24.1. The client is advised that Bushtrackers will debit the clients' account for any infringement fee for an offence where the offence was committed during the period of hire and was a speeding offence, a tool offence or an offence in respect of failure to comply with the directions given by a traffic signal where the offence was detected by approved vehicle surveillance equipment or an offence for parking in any portion of a road in reach of any bylaw or a road controlling authority.
- 24.2. Bushtrackers will charge an administration fee of USD25 in addition to the infringement fee.
- 24.3. The client shall also be liable for all fines, penalties and the like (including legal costs incurred by Bushtrackers for its attorneys in accordance with their usual charges at the time) for parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the rental period and the client accordingly indemnifies Bushtrackers against such liability.
- 24.4. Traffic offenses such as speeding that increase the risk of an accident will render the insurance waiver null and void and the client fully liable for all costs/losses incurred by Bushtrackers.

**25. GENERAL**

- 25.1. This rental agreement and annexures (if any) constitute the sole record of the rental agreement between Bushtrackers and the client.
- 25.2. Neither Bushtrackers nor the client shall be bound by any representation, warranty, promise or the like not recorded herein.
- 25.3. No addition or variation or agreed cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties.

- 25.4. No indulgence which any party (the grantor) may grant to the other (the grantee) shall constitute a waiver of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which may arise in the future.
- 25.5. Should it be established that any provision of this agreement is illegal or unsound I law then the parties undertake to use their best endeavours to find an alternative provision, which will have substantially the same effect as the illegal provision without prejudicing the parties bearing in mind the intention off the illegal provision.
- 25.6. This agreement shall endure to the benefit of and be binding upon the parties and their respective directors, administrators and assigns.
- 25.7. The client authorises Bushtrackers to insert any particulars in the rental agreement that are not known or are unavailable at the time of signing.
- 25.8. The agreement shall be interpreted in accordance with and be subject to the Laws of Botswana.
- 25.9. The client is not entitled to cede any of his rights or assign any of his obligations under the rental agreement or to rent or part with possession of the vehicle, its accessories, tools or equipment or any part thereof.
- 25.10. If Bushtrackers institutes any legal proceedings against the client in order to enforce any of its rights in terms of this rental agreement, then Bushtrackers can recover from the client the costs incurred in collecting unpaid rental charges from the client along with legal costs incurred on an attorney and client basis and 10% collection and value added tax.

**26. DOMICILIUM**

The parties choose as their *domicilia citandi et executandi* the following addresses:

Bushtrackers

Physical address: \_\_\_\_\_  
 Postal address: \_\_\_\_\_  
 Telephone number: \_\_\_\_\_

Client

Physical address: \_\_\_\_\_  
 Postal address: \_\_\_\_\_  
 Telephone number: \_\_\_\_\_

**27. NOTICE**

Conditions may be subject to change without notice as well as all other information.

**28. FURTHER NOTICES**

It is specifically recorded that the client grants full authority to Bushtrackers to debit the client’s account for any and all charges incurred doing the rental period. Including the actual rental, and including but not limited to, damages to the vehicle, loss of or damage to the equipment and accessories etc.

**29. VEHICLE DETAILS**

Vehicle make and model: \_\_\_\_\_  
 Vehicle registration: \_\_\_\_\_

Thus done and signed by Bushtrackers at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Bushtrackers duly authorised representative: \_\_\_\_\_

The client, duly authorised: \_\_\_\_\_