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Car Rental

Car Rental Agreement

This Car Rental Agreement is entered into between Zaris Safaris CC (“Owner”) and

(collectively the “Parties”) and outlines the respective rights and obligations of the Parties relating to the rental of a vehicle.

Identity Number/Passport Number:

Home Street Address:

Employment Name & Address:

Postal Address:

Cell-phone Number:

E-mail Address:

Telephone Numbers (Other):

Arrival flight number:

Departure flight number:

Rental days:

Included:

Premium insurance		Tyre and Windscreen waiver	
GPS		1 st spare tyre	
NTB disc		2 nd spare tyre	
Camping		Second driver	
Delivery / Collection		Cross border permit	
Extras:			

1. IDENTIFICATION OF THE RENTAL VEHICLE

Zaris Safaris CC hereby agrees to rent to the Renter a passenger vehicle identified as follows:

Reg:	<input type="text"/>
Make:	<input type="text"/>
Model:	<input type="text"/>
Year:	<input type="text"/>
VIN:	<input type="text"/>
Colour:	<input type="text"/>

(hereinafter referred to as "Rental Vehicle").

2. RENTAL TERM

The term of this Car Rental Agreement runs from the date and hour of vehicle pickup as indicated just above the signature line at the bottom of this agreement until the return of the vehicle to the Owner, and completion of all terms of this agreement by both Parties. The estimated rental term is as follows:

Estimated start date:	<input type="text"/>
Pick up location:	<input type="text"/>
Estimated end date:	<input type="text"/>
Drop off location:	<input type="text"/>

The Parties may shorten or extend the estimate term of rental by mutual consent.

Collecting and Returning your Vehicle

Should the rental vehicle not be returned by the agreed date and no prior arrangements have been made to extend the rental – the vehicle will be collected by Zaris Safaris CC and an Overdue Rental Administration Fee of NAD990.00 (incl tax) will be charged plus the additional days the vehicle was used.

Delivery and Collection

Deliveries and collections during station hours within a 25km radius of the rental stations on automatic confirmation will cost NAD264.00 (incl vat).

For deliveries and collections further than 25km an additional charge of NAD17.00 per km (incl vat) applies.

3. SCOPE OF USE

Renter will use the Rented Vehicle only for personal or routine business or leisure use, and operate the Rented Vehicle only on properly maintained roads and parking lots. Renter will comply with all applicable laws relating to holding licensure to operate the vehicle, and pertaining to operation of motor vehicles. Renter will not sublease the Rental Vehicle or use it as a vehicle for hire. Renter will not take the vehicle location limit.

Namibian road laws must be adhered to at all times. For example: drive on the left hand side, not driving outside designated roads, especially where it's prohibited, not driving under the influence of alcohol or illegal substances, overloading the vehicle, using the vehicle for illegal purposes etc.

Renter will not sub-lease the Rental Vehicle or use it as a vehicle for hire.
Renter will not take the vehicle outside of the location limits of the Namibia unless cross border arrangements have been agreed between both parties.
Renter will comply with all applicable laws relating to holding licensure to operate the vehicle, and pertaining to operation of motor vehicles. The minimum age is 20 years, with a valid driver's license that has been held for 2 years. A valid driver's license of country of residence as well as an International Driving licence must be represented at the time of the rental car collection. Additional driver's cost is included.
The minimum age is 20 years with a valid and unendorsed driver's licence. Licence must have been held for a minimum of two years.

Valid driver's licence of country of residence and International Driving Permit is required.

Rule of the road: drive on the left hand side.

Young Driver Surcharge: Applicable to all young drivers under the age of 21 years and must have held a licence for a minimum of two years. International drivers must hold a valid passport.

Young Driver Surcharge Cost: NAD110.00 (incl vat) per day.

Taking the Vehicle Outside the Country

Cross Border Rentals ONLY allowed to Botswana and South Africa.

Vehicles may not cross any other borders even if returning to Namibia.

All cross border rentals are subject to a fee of N\$500.00 (incl vat).

In the event that a Renter takes the vehicle across the border and returns it to Namibia then this fee will apply. However, if the Renter takes the vehicle across the border and drops it off in a neighbouring country – both cross border fees and one way fees will apply.

South Africa and Botswana

A letter of authority for cross border rentals must be requested and obtained by the Renter at the time of collection of the vehicle. If this is not obtained, Zaris Safaris cannot be held responsible if the Renter is refused entry to the country. Every vehicle going into one of the above mentioned countries must have a "NAM" sticker at the back of the vehicle.

The Renter is required to verify this before leaving the Zaris Safaris' location.

RENTER WILL NOT ALLOW ANY OTHER PERSONE TO OPERATE THE RENTED VEHICLE UNLESS IDENTIFIED HERE:

Primary vehicle operator drivers licence number

Additional vehicle operator driver's license number

Additional vehicle operator driver's license number

4. MILEAGE

Mileage of the Rental Vehicle is mileage at the time of commencement of this Car Rental Agreement. Mileage on the vehicle will be unlimited.

5. RENTAL FEES

Renter will pay to Owner rental fees for use of the Rental Vehicle as follows:

Base fee:

INCLUDED

Insurance:

INCLUDED

Fuel:

TO BE CHECKED UPON COLLECTION

Excess mileage fees as set forth in Paragraph 4, above if applicable.

Payment Options

EFT, Visa and Master cards are accepted as a method of payment.

Debit cards, Diners credit cards and cash are not accepted.

Fuel Charges

A NAD40.00 Refuelling Service Fee will apply to rentals that require refuelling by Zaris Safaris CC off site and NAD25.00 if the vehicle is refuelled on its site.

One Way Rentals

WHK – Swakopmund / Walvis Bay	N\$2,400.00
WHK – Sossusvlei / Sesriem	N\$6,500.00
WHK – Tsumeb	N\$4,000.00
WHK – Rundu	N\$6,200.00
WHK – Katima Mulilo	N\$9,900.00
WHK – Maun	N\$8,000.00
WHK – Kasane	N\$10,700.00
WHK - Cape Town	N\$10,700.00
WHK – Johannesburg	N\$10,700.00

This should be settled by credit card with Zaris Safaris upon collection of the vehicle.

Baby Seats

Automated confirmation with 24 hour advanced reservation.

NAD650.00 (incl vat) per rental per seat.

Additional Spare Tyre

2 spare tyres are provided – included in the rental rates.

Automatic Confirmation with 72 hour advanced reservation.

NAD200.00 (incl vat) per day. A deposit of NAD3,330.00 (incl vat) will be held on the Renter's credit card.

There will be a delivery fee of NAD20.00 p/km for the delivery of replacement tyres.

GPS

Included in the rental rates.

Cancellations and No Show Charges

Will be charged as follows:

Bookings cancelled within

30 – 16 Days prior to arrival – 50% of fee

15 – 11 Days prior to arrival – 75% of fee

10 days or less prior to arrival – 100% of fee

No show – 100% of fee.

Fines

In the event of an accident, a claim administration fee of NAD880.00 (incl vat) over and excess will be charged.

In the event that a Renter receives a traffic fine, an administration fee of NAD475.00 (incl vat) will be charged over and above the traffic fine. (This will be charged per fine).

Breakdown

Please contact the after hours number being 081-149-6136 / 081-147-5557 in case of breakdown or if assistance is needed.

Call-out fees

A call out fee of NAD1,100.00 (incl vat) applicable per vehicle.

Roadside assistance is available at a charge of NAD 40.00 per day. This includes assistance to Renters for change of tyres, keys locked in the vehicle, flat battery, no fuel and vehicle changeover due to non-mechanical failure. Charges for repairs or replacements will apply.

Key tag replacement fee of NAD 80.00 applies should the key tags be lost or damaged.

All the above fees include 15% vat. Stamp Duty is included.

6. SECURITY DEPOSIT

Renter will be required to provide a security deposit to Owner in the amount of

NAD 2 800.00

dollars ("Security Deposit") to be used in the

event of loss or damage to the Rental Vehicle during the term of this agreement. Owner may, in lieu of collection of a security deposit, place a hold on a credit card in the same amount. In the event of damage to the Rental Vehicle, Owner will apply this Security Deposit to defray the costs of necessary repairs or replacement. If the cost for repair or replacement of damage to the Rental Vehicle exceeds the amount of the Security Deposit, Renter will be responsible for payment to the Owner of the balance of this cost.

8. INDEMNIFICATION

Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against Owner as a result of Renter's operation or use of the Rented Vehicle during the term of this Car Rental Agreement and these actions were caused due to negligence of the Renter. This includes any legal fees necessarily incurred for these purposes. The renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rented Vehicle. Admin fees for these actions will also be the responsibility of the Renter.

9. REPRESENTATIONS AND WARRANTIES

Owner represents and warrants that to Owner's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.

Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated by separate Existing Damage document.

10. PROCEDURE IN THE EVENT OF AN INCIDENT (DAMAGE / THEFT / LOSS) INVOLVING THE VEHICLE

If at any time the Vehicle is damaged, stolen, or lost, the Renter and / or Driver shall take every reasonable precaution to safeguard the interest of Zaris Safaris CC including but not limited to, the following where appropriate:

In the event of theft, hijacking or in the case of a lost Vehicle the incident needs to be reported by the Renter to Zaris Safaris CC immediately and to the nearest police station within 6 hours of the incident.

In the event of any Damage to the Vehicle, the Renter shall notify Zaris Safaris CC immediately and report the incident to the nearest Police station within 24 hours.

The Renter shall furnish Zaris Safaris CC with a completed Zaris Safaris CC Damage/Incident Report form together with a copy of his Driver's license within 24 hours from the incident or theft / hijacking / loss of the Vehicle. The Damage / incident report form can be obtained from any Zaris Safaris CC branch or from the Website.

The Renter shall furnish Zaris Safaris CC with a Police accident case / reference number within 24 hours of the incident, alternatively from receipt thereof from the Police;

The Renter shall obtain the name(s) and addresses of everyone involved in the incident and of possible witnesses;

The Renter shall not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability;

The Renter shall make reasonable provision for the safety and security of the Vehicle and will not abandon the Vehicle, unless extraordinary circumstances warrant it;

The Renter shall co-operate with Zaris Safaris CC and its insurer (if applicable) in the investigation, the making or instituting of any claim or action and the defence of any prosecution, claim or action relating to the incident (including the making of an affidavit if he is requested to do so). Namibia - Standard Terms & Conditions of Rental .

In the event that the Renter is not the driver, then, without in any way reducing the Renter's obligation or Zaris Safaris CC's rights in terms of this Rental Agreement, the Renter shall ensure that the person who drove the Vehicle at the time of the incident complies with the provision hereof. The Renter shall within 24 hours of receipt thereof furnish to Zaris Safaris CC (and if the Renter is not the Driver, the Renter shall also ensure that the Driver / Additional Driver or person who drove the Vehicle at the time of the incident does) any notice of claim, demand, summons or the like which the Renter or the Driver / Additional Driver or person who drove the Vehicle at the time of the incident may receive in connection with the Vehicle.

The Renter and /or Driver and / or Additional Driver warrants that the information completed in Zaris Safaris CC's Damage/Incident Report form as referred herein above will be complete, true and correct in every respect;

Zaris Safaris CC, at its absolute and sole discretion, reserves the right to provide a replacement Vehicle in the event of damage or loss of the Vehicle. In the event of accident damage to a Vehicle, the Renter is liable to settle the applicable Limited Liability (if applicable), alternatively all other amounts due and payable to Zaris Safaris CC (damages, liability etcetera) prior to an alternative Vehicle being provided.

Zaris Safaris CC will not take any responsibility whatsoever for the loss of or damage to a Renter's personal belongings.

The Renter may not affect any repairs on the Vehicle.

Where the Vehicle is not drivable, the Renter must phone Zaris Safaris CC Call Centre (after hours number) immediately and an authorised towing company will be appointed to uplift the Vehicle. The Renter irrevocably and unconditionally indemnifies Zaris Safaris CC against any charges incurred by unauthorised towing companies and authorities. The Renter will be held liable for any charges resulting from unauthorised towing of the Vehicle.

Insurance

Premium insurance is included with a zero excess payable. The Renter will only be liable for the insurance cost or repair cost if there is evidence that it was caused by the Renter due to negligence.

Waiver and Protection Options

Super CDW reduces the Renter's non-waivable liability amount. Super CDW is included in the rental. Cover not applicable on cash rentals.

A claim administration fee of NAD880.00 per accident will be charged, over and above the damage repair cost of applicable excess.

TP (Theft Protection)

Purchase of standard TP means that should the vehicle be stolen, the Renter is responsible for up to a specified amount. TP is included in the rental rate. Personal property not covered and not applicable on cash rentals.

The Renter is still liable for the full damage to the vehicle, caused by negligence, unsuitable road conditions, areas disallowed by Zaris Safaris CC unless written permission is obtained, an unauthorised drivers or where the Renter is in breach of any of the provisions of the rental agreement.

10. JURISDICTION AND VENUE

In the event of any dispute over this agreement, this Car Rental Agreement will be interpreted by the laws of the Republic of Namibia and any lawsuit or arbitration must be brought in the corresponding region of the Republic of Namibia. If any portion of this agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

11. ENTIRE AGREEMENT

This Car Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties. Any notice required to be given to the other party will be made to the contact information below.

DATE AND TIME OF VEHICLE PICK-UP:

For and on behalf of Zaris Safaris CC

Renter

Authorized signature

Authorized signature