



TERMS, CONDITIONS (& GUIDELINES) OF HIRE AND CARRIAGE

which, if accepted, forms part of the rental agreement entered into by and between Namvic Tours & Safaris cc (hereinafter "NTS") and the client.

It is recorded that an acceptance of NTS' quotation, the subsequent booking of a vehicle, signature and return (constituting acceptance) hereof will be regarded as a contractually agreed rental agreement entered into by and between NTS and the customer, which acceptance incorporates acceptance of NTS' Terms, Conditions (and Guidelines) of Hire and Carriage recorded hereunder.

Dear client,
Please take note of the following:

IN CASE OF ANY PROBLEMS CONCERNING THE VEHICLE OR EQUIPMENT, PLEASE ONLY CONTACT THE EMERGENCY NUMBERS PROVIDED!!!

**IF TRAVELLING OUTSIDE NAMIBIA PLEASE TAKE SPECIAL NOTE OF CLAUSES (9), (12), (13), AND (14)!!!
NAMVIC DOES NOT CONTACT ANY INTERNATIONAL NUMBERS, PLEASE MAKE SURE YOU HAVE A NAMIBIAN SIM CARD WHILE TRAVELLING IN NAMIBIA.**

Airport Transfers

Pickup and return of vehicles by clients are ONLY done at the Namvic Depot unless prior arrangements have been made. Each BOOKING includes 2 free transfers linked to flight arrival and departure times between 05:00am and 17:00pm. Transfers outside this timeslot is considered additional and is charged at N\$250 per person. For all flights arriving after 14:20pm, the handover of the vehicle to the client will be done the next day.

Fuel Tank Capacity

According to company policy, vehicles are issued with a noted tank level of fuel. Therefore, it is required that the client return the vehicle with the same level of fuel. We are not obliged to provide a full tank of fuel. Namvic tours and Safaris are not obligated to any refund the clients might claim as a result of the tank being over filled.

Use Of The 4x4 Mode

The following maximum speeds are not to be exceeded when using 4x4 mode;

- H4 (high range) 60km per hour on wet roads or loose gravel
- L4 (low range) 30km per hour in thick sand or steep inclines

When engaging into 4x4 modes, the vehicle must be stationary. **Should any damage occur as a result of exceeding the specified speed limits, or using of the 4x4 incorrectly/permanently including the diff lock mode, the Clients will be held liable and responsible for all the repair costs.
DO NOT USE 4X4 MODE ON TAR OR GOOD GRAVEL ROADS!**

Speed Limits

Please take note that Namvic Tours and safaris' maximum imposed speed limits are:

Tar roads: 120km/h (80km/h for vehicles with more than 5 seats)

Gravel roads: 80km/h (60km/h for bad gravel roads)

IF THE VEHICLE IS DAMAGED DUE TO OVER SPEEDING, THE CLIENT IS LIABLE FOR THE TOTAL DAMAGE INCURRED.

Damages Caused By Renter

Any damage which was caused by the driver or his passengers will be charged for, up to the agreed Excess amount. Where said incurred damages resulted from reckless and negligent driving or driving **OFF ROAD (see clause 13 about road restrictions and own risk areas)** all the excess cover will be ceded and the driver will be held liable for all the costs. Also when driving the vehicle on roads not permitted or suitable for the vehicle.

IN CASE OF AN ACCIDENT AND THE VEHICLE MUST BE TOWED, THE RENTER IS ALSO LIABLE TO PAY THE TOW IN / RECOVERY COSTS.

Accidents Due To Negligent Driving

In case of an accident due to negligent driving (e.g.: drunk driving, speeding, night driving outside towns, wrong usage of controls, off road driving, own risk areas ,towing, sandblasting, driving into the back of another vehicle etc.) the full amount will have to be paid. If the vehicle has to be exchanged, a new contract has to be made with Namvic Tours and Safaris. No refunds will be granted on the remaining period of the old contract.

NO INSURANCE COVER WILL APPLY IN THE CASE OF OFF ROAD DRIVING, RECKLESS & NEGLIGENT DRIVING

Refunds

Refunds for repairs, replacement of tyres, parts, and windscreens on the vehicle (if SEC was taken out), must be discussed with Namvic Tours and safaris beforehand.

Refunds will only be granted if the invoice is addressed to the company name and address at the top right corner of this page – the invoice must be presented on the day of departure, failure to do so will result in no refunds of payments.

In case replacements of camping equipment were made (gas bottles, battery etc), the customer must return the damaged item to Namvic Tours and Safaris. Failure to do so, we will not refund the item.

Tyre Pressures

VEHICLE	PRESSURE FRONT	PRESSURE BACK
Safari Vehicles 8-10 Seats	1.8 For Gravel/Tar	Empty 2.2, Loaded 2.6
Nissan, Ford and Hilux Double Cab	1.8 For Gravel/Tar	Empty 1.8, Loaded 2.0

Cleaning Of Returned Vehicle

In the event that a vehicle is returned to our works in a excessively dirty and muddy condition and the rental agent cannot do a comprehensive handover inspection of said vehicle, then Namvic Tours and Safaris reserves the right to charge an additional fee of N\$400 to first clean the vehicle, before the rental agent can complete a handover inspection. After driving through any water, the renter is responsible to clean the vehicle at the next possibility or pay the cleaning fee when the vehicle is returned. **All our vehicles are NON SMOKING and a 1,000N\$ fine will apply.**

Drop Off The Vehicle

After drop off of the vehicle at NTS, we will make a fast check, NTS reserve the right of a full vehicle check (for example: under body check at lift), that is why the Excess authorization is valid until 3 working days after the Drop Off at NTS. After the full vehicle check the Renter will receive from us a statement via e-mail should there be any damages on the vehicle.

General

All vehicles from NTS are fitted with a black box, this device enables us to monitor the driver's habits and position, also the vehicles status and movements. It is a necessary precaution to safeguard the interests of NTS and those of the client, to avoid any conflicts, should an accident or mishap occur. Do not climb on top of the vehicle, or let any children climb on top of the vehicle, any damages caused to the bodywork due to this the client will be responsible for full repair costs involved.

TERMS AND CONDITIONS OF HIRE AND CARRIAGE

1. The rental rates, quoted in Namibian Dollar (N\$), include:

- 1.1 Value Added Tax (VAT) at a rate of 15%.
- 1.2 Unlimited kilometres.
- 1.3 Collision and Theft Insurance Cover.
- 1.4 All factory fitted / -supplied vehicle specific standard vehicle accessories, being fire extinguisher, spare wheel, jack spanner and tow rope.

2. The rental rates exclude:

- 2.1 Insurance excess deposit and non-waivable excess. (In regard to any and all insurance related queries see the heading *Insurance* hereunder and NTS' insurance policy schedule, the latter which will be made available upon request, for further details).
- 2.2 Additional and young driver (under the age of 23 years old) insurance surcharge.
- 2.3 Delivery and collection fees.
- 2.4 Non-standard vehicle accessories and/or equipment, including trailers.
- 2.5 Damages/loss excluded from the insurance coverage.
- 2.6 Damage/loss claim and fines administration fee.
- 2.7 Additional insurance for tyre and windscreen damage.
- 2.8 Cross border permits.
- 2.9 Cleaning fees amounting to N\$ 450.00.
- 2.10 Fuel.

3. Minimum rental duration and costings:

- 3.1 Minimum rental period is 5 days in Namibia and 10 days outside of Namibia, in either case from NTS' Windhoek Depot collection point.
- 3.2 For purposes of calculating a day, each period of 24 hours from time of collection / delivery is regarded as a day.
- 3.3 No refunds are applicable for early returns unless arranged in advance with and agreed in writing by NTS.

4. Terms of Payment:

- 4.1 A **25%** deposit (NON-REFUNDABLE) is required to confirm a rental and is payable with vehicle availability confirmation.
- 4.2 Full payment of the remainder of the rental amount is due on collection/delivery of the vehicle.
- 4.3 Payment will be accepted in cash, by credit card, electronic bank transfer (in which case proof of payment must be furnished prior to or at collection/delivery) or bank guaranteed cheque only in Namibia Dollar or South African Rand currency.
- 4.4 Please take note that bookings made on safari vehicles are considered **PROVISIONAL** until confirmed with a **NON-REFUNDABLE** deposit. Provisional bookings only valid for 14 days.

5. Bank account

Namvic Tours & Safaris - Nedbank, Business Centre, Namibia
Account Number: 11990007375
Branch code: 461-617
Swift code: NEDSNANX
IBAN: 11990007375461617

6. Cancellations & No-shows

- 6.1 Any cancellation by the customer of a confirmed booking must be done in writing, fax, telex to the NTS whereupon cancellation charges will apply as follows:
 - 6.1.1. in the event of a cancellation of a confirmed booking 120 days or less prior to the date on which the Services are set to commence, the full 25% (twenty five percent) bookings deposit will be forfeited;
 - 6.1.2. in the event of a cancellation 60 (sixty) to 31 (thirty one) days prior to the date on which the Services are set to commence, 50% (fifty

percent) of the total payment in respect of the booking will be due and payable; and

6.1.3. in the event of a cancellation 30 (thirty) days or less prior to the date on which the Services are set to commence (including any “no shows”), 100% of the payment in respect of the booking will be forfeited.

7. Duty of Care

- 7.1 During the rental period the customer is to regularly check the oil, water and tyre pressure of the vehicle. Non-observance will leave the customer liable for resulting damage. The customer is to return the vehicle with the same fuel level as at the time of collection / delivery but will not be refunded should the vehicle be returned with a higher fuel level than it was collected / delivered with.

8. Drivers

- 8.1 A valid and unendorsed license must be produced by all drivers.
8.2 The minimum age for authorised, licenced drivers is 18 years old. (N\$650.00 is payable once off per driver younger than 23 years old).
8.3 Maximum of 3 drivers are allowed per vehicle.
8.4 **Valid drivers license means:** The words “ **DRIVERS LICENSE**” need to be **IN ENGLISH WRITTEN** on your license , **OTHERWISE** An international driving license is needed OR a certified translation in English by a legal translator.

9. Collision / Accidents and Damages:

- 9.1 **ALL** collisions / accidents must be reported to the local police within 24 hours from occurrence.
9.2 Where collision damage renders a vehicle unusable, a replacement vehicle can be supplied by NTS, if available and subject thereto that such supply is solely NTS’ prerogative. All additional costs as a result of such supply are for the expense of the customer.
9.3 It is the customer’s responsibility to return all accident damaged vehicles to within the borders of Namibia.
9.4 No refund will be given for lost days due to collision damages.
9.5 Should the customer continue with a replacement vehicle then a new rental contract and insurance conditions will apply.
9.6 Delivery / collection of vehicles supplied as replacement vehicles are charged at the current delivery/collection fee, which is N\$ 12.00 per kilometre travelled for such replacement.
9.7 The Renter **shall not effect any repairs or allow any repairs to be effected to the vehicle without the prior written consent of NTS, failing which The Renter shall be liable for the cost of such repairs and any damages and recovery cost incurred or arising as a result thereof.**

10. Extending Rental Period

- 10.1 To extend the rental period, please advise NTS 48-hours (2 days) prior to the original contract’s expiry date, failing which the insurance cover will lapse wherefore breach of this clause will cause the rental to proceed at the sole risk and liability of the customer.

11. Termination of Rental

- 11.1 Allow at least 60 minutes to return the vehicle and settle final charges. At return of the vehicle upon termination of the rental ensure that the keys are handed to NTS personnel only. NTS will not be liable for any losses/damages incurred whatsoever by the customer due to flights missed. It’s the customer’s responsibility to allow ample time to return to the point of departure and allow for any possible delays along the way.

12. Cross Border Rental

- 12.1 No vehicle may be taken out of Namibia without prior authorization and a valid permit issued by the relevant authorities.
12.2 Travel is allowed only to neighboring SADC countries, subject to 1 above.
12.3 Customer is responsible, solely at customer’s cost, to return damaged vehicle to NTS Depot, Windhoek, Namibia.
12.4 The excess fee will automatically be doubled for cross border rentals and is agreed to by acceptance hereof.
12.5 A detailed travel itinerary must be produced to NTS.
12.6 Vehicle taken to non-SADC countries is not covered by NTS insurance, the hirer will be fully responsible for any costs due to breakdowns or damages caused to vehicles and NTS accepts no liability whatsoever.

13. Road restrictions:

- 13.1 The NTS 4WD vehicles are allowed on numbered public roads only.
13.2 Off road driving are done at the clients **OWN RISK**, should **ANY** damage be caused to the vehicle due to off road driving, the client will be fully responsible for **ALL** costs involved
13.3 Roads that are considered off road driving by NTS, due to very bad conditions:
13.3.1 Any roads north of Purros
13.3.2 Any roads going west of Opuwo
13.4 Public Roads that is own risk with NTS vehicles:
13.4.1 D2342 and D2303
13.5 Botswana; Chobe/Savuti, Moremi National Parks and Central Kalahari game reserve, Namibia; **KAOKOLAND & BUSHMANLAND: Enter at own risk!!! NO INSURANCE COVER, IRRESPECTIVE OF THE TYPE OF INSURANCE TAKEN OUT WITH NTS.**
13.6 Back up will be provided through local Garages appointed by us for quick assistance ,this help may be limited. NTS will then assist from Windhoek per mechanic and/or exchange car. This can take more then 24 hours depending on the location where the car broke down. All Cost or Expenses incurring due to negligent driving /miss use of the car or excessive wear and Tear as well as recklessness will be on the renters account. All Tow in Cost will be on the Renters Account. Botswana National Parks and surrounding areas (e.g. Chobe NP, Moremi NP, Central Kalahari NP, Kgaligadi NP, Nxai Pan NP, Madgadikdagi NP, Khutse GR, etc) will be entered on complete own responsibility.
13.7 Driving on any beach or water deeper than the hub cap, at own risk.

14. Breakdown & Roadside Assistance

- 14.1 All vehicles are backed up by a 24-hour breakdown and service assistance in Namibia only.
14.2 In case of a mechanical breakdown NTS will assist you within 24 hours (48 HOURS OUTSIDE OF NAMIBIA) directly or through a local workshop, in Namibia only.
14.3 When a vehicle becomes immobilized, once again in Namibia only, due to a manufacturing fault, NTS will recover and replace the vehicle at no cost for the customer.

- 14.4 The customer will however be responsible for any and all costs incurred where the vehicle has been damaged or broken down due to driver error.
- 14.5 Customer is liable for all costs resulting from damages, tow-ins, breakdowns, transfers and repairs resultant from breach of road restrictions.
- 14.6 Customer is liable for all costs resulting from damages, tow-ins, breakdowns, transfers and repairs occurring outside of the borders of Namibia.
- 14.7 Where the client is liable for any breakdowns and requiring roadside assistance and/or recovery of vehicles, a rate of N\$12.00 per kilometre is charged for any vehicle driven to and/or from the breakdown/recovery/required assistance point.

15. General

- 15.1 Vehicles must be returned in the same condition as received, including all accessories and equipment.
- 15.2 Vehicles are rented subject to the terms and conditions of the rental agreement, laws of Namibia and NTS insurance policies.
- 15.3 NTS reserves the right to substitute vehicles with a similar vehicle.
- 15.4 Traffic fines are for your own account and will be charged to your credit card if you do not settle fines before leaving Namibia.
- 15.6 Camping equipment not covered by insurance.
- 15.7 All additional camping equipment like fridges, GPS, Sat phone etc., are tested before the client leaves NTS premises wherefore NTS does not accept liability if the item stops working while on rental and no refunds will be given for such instances.
- 15.8 In case of equipment failure or malfunction, the client MUST INFORM NAMVIC ON THE EMERGENCY NUMBER IMMEDIATELY!!! This is for Namvic to advise on the best further actions to take regarding the situation. If Namvic is not informed on the emergency number the client is fully responsible and accepts the problem as is.
- 15.9 NO SMOKING IN THE VEHICLE – A FINE OF N\$ 1000.00 PAYABLE IF DETECTED BY SMELL.

16. Insurance Conditions & Information

16.1 Excess & Security Deposit

- 16.1.1 The full excess amount in regard to compulsory insurance, which also serves as damage deposit, per vehicle is payable as a deposit when the vehicle is collected / delivered. This deposit, or what remains of it, is refunded to the customer once the vehicle has been returned and after any charges for minor damages have been recovered.
- 16.1.2 The excess is payable only by credit card or in cash at collection / delivery of the vehicle.
- 16.1.3 NTS reserves the **right to cost the rental agreement and charge** credit cards within 3 days of termination of the agreement should matters such as damages, traffic fines or any additional costs become apparent during this period directly following the rental period.
- 16.1.4 The full insurance excess can be reduced by purchasing the benefits of REW (Reduced Excess Waiver) or SEC (Super Excess Cover) with remaining excess, both which options are detailed hereunder.
 - 16.1.4.1 **REDUCED EXCESS WAIVER (REW)**
Provided that the customer purchased the benefits of the REW and did not breach any provision of the RENTAL Agreement or Insurance Policy, the full excess is reduced to a reduced excess per car group rented.
 - 16.1.4.2 **SUPER EXCESS COVER (SEC)**
Provided that the customer purchased the benefits of the SEC and did not breach any provision of the RENTAL Agreement or Insurance Policy, the full excess is reduced to N\$0.00 (Nil) per car group rented, in respect of any claim for repairing any accident damage to the vehicle or for loss, resulting from theft of the vehicle and/or damage of the original part(s) of equipment from the vehicle. The SEC does not cover any accidents outside the borders of Namibia - in case of cross border accidents the full excess will still be payable by the customer irrelevant of having purchased SEC.

Regardless of whether any form of REW, SEC and ARC has been taken, The CLIENT shall, regardless of fault, be liable for any damage/s to or loss of the vehicle and recovery cost in the following circumstances:

1. If there has been any breach of the terms and conditions of this agreement all of which are material;
2. If such damage/s or loss is as a result of negligence in complying with any NTS speed regulations, road traffic regulations or road traffic warnings;
3. If the vehicle was driven on unsuitable roads, off-road driving or if such damage/s or loss occurred while there was no collision with another vehicle, or animal, or person;
4. If the vehicle was NOT driven by The CLIENT or another authorized driver nominated on the rental agreement;
5. If any damage/s or loss is as a result of any other form of negligence as determined by NTS's Claims Department and Company Directors in their sole discretion.

16.1.4.3 NAMVIC ALL RISK COVER (ARC)

Provided that the customer purchased the benefits of the ARC and did not breach any provision of the RENTAL Agreement or Insurance Policy, the following elements are fully covered:

- Clutch damage
- Single vehicle accidents
- Accidents/vehicle damage while driving after sunset
- 4 Tyres
- Glass damage
- Vehicle breakdown, recovery and replacement costs in case of mechanical breakdown, **OFF ROAD DRIVING EXLUDED**
- All equipment that comes with the vehicle eg. Camping equipment.

ARC becomes null and void in the following cases:

1. Damage arising as a result of violations of the local road traffic rules, in particular drunk-driving, violations of speed limits, off road driving, wilful or grossly negligent behaviour.

16.1.5 Neither form of insurance taken out, be it compulsory, optional or possibly other, are refundable.

16.2 The following is not covered by the standard NTS insurance

- 16.2.1 Personal Property.
- 16.2.2 Personal injury / death.
- 16.2.3 Tyre, Windscreen & Glass damage (optional insurance is however available on request and at customer's cost, which optional insurance does however not include coverage of the wheel rim). **INCLUDED IN ARC**
- 16.2.4 Sandstorm and water damage.
- 16.2.1 Under-carriage damage not caused by a collision.
- 16.2.2 Any accessories/equipment that comes with the vehicle, other than factory fitted / -supplied vehicle specific standard vehicle accessories/equipment.). **INCLUDED IN ARC**

16.3 Factors that will negate all insurance cover

- 16.3.1 Gross and / or criminal negligence.
- 16.3.2 Unauthorized drivers and drivers under the age of 23 years.
- 16.3.3 Failing to obtain authorization to extend the rental.
- 16.3.4 Not reporting an accident or loss to the Namibia Police within 24 hours from occurrence.
- 16.3.5 Not reporting an accident or loss to NTS within 24 hours from occurrence.
- 16.3.6 Not adhering to traffic, road and driving rules and regulations.
- 16.3.7 Driving under the influence of alcohol or any illegal substance.
- 16.3.8 Unsuitable or reckless driving.
- 16.3.9 Road conditions not suitable for the type of vehicle used.
- 16.3.10 Unauthorized cross border rentals.
- 16.3.11 Not being able to produce keys in case of theft.
- 16.3.12 Not reporting exact details of last known location of vehicle prior to theft.
- 16.3.13 Driving through water be it fresh or salt water,
- 16.3.14 Driving through saltpans or along the beach,
- 16.3.15 Driving through dense bush i.e. bush scratching the paintwork of the vehicle,
- 16.3.16 Driving in the dunes,
- 16.3.17 Any malicious, negligent or deliberate behavior of the renter / driver (e.g. standing on top of the vehicles roof to take photos; not adhering to the local traffic rules; etc.)
- 16.3.18 Where an accident was caused by the driver, due to speeding, negligent or deliberate driving, vehicle driven on roads not marked or unsuitable for the type of vehicle or for instance driving into the back of another vehicle.
- 16.3.19 By negligence or speed exceeding 80km/h on gravel roads and 120km/h on tar roads.(all our vehicles have satellite tracking)
- 16.3.20 Driving After Sunset outside of towns.
- 16.3.21 Areas disallowed and roads restricted by NTS.
- 16.3.22 Vehicle clutches are not covered for instance where the client got stuck in sand and damage the clutch trying to get out or driving with your foot on the clutch. It's the clients responsibility to make sure he/she knows how to drive a manual vehicle.
- 16.3.23 NTS road restrictions, see clause 13.

GUIDELINES

1. Safe driving guidelines:

- Don't use 4x4 on the tar road at all or above 60 km/h on gravel roads because it will damage the gearbox.
- Drive on the left side of the road - Driver always closest to the middle of the road.
- Keep your lights on at all times (so you can be seen due to the dust).
- Drives always closest to the middle of the road instead of to the shoulder of the road.
- In traffic circles, vehicles from your right have the right of way.
- When crossing a road as pedestrian check the traffic on your right hand side.
- Park in well-lit or guarded areas at night. Support identified car guards who, for a small reward, will keep an eye on your car.
- Never leave any valuables in plain sight.
- Never pick up strangers or hitchhikers
- As distances between towns are considerable make sure that you don't run out of petrol and drinking water. Refuel when you can, please note that cash is required for fuel and credit cards are not generally accepted (note that many fuel stations have ATM's but do not rely on this)
- Please do not throw cigarette butts out of the car window. Burning cigarettes could cause bush fires, which destroy valuable grazing land and hurt our wildlife. Non burning cigarette butts litter our precious land and take years to disintegrate. Please treat our country with respect
- Plan your itinerary so that there is no need to rush. Driving on gravel roads can be unpredictable and the major cause of accidents is excessive speed. Do not exceed 80 km per hour!
- Avoid driving at night (also dawn and dusk) because there is a real danger of stray animals crossing the road.
- In the case of a tyre burst, DO NOT HIT THE BREAKS, just take your foot of the accelerator and keep the vehicle in a straight line till it gets to a halt, then change the tyre.
- It is the customer's responsibility to check the oil, brake fluid, water and tyre pressure every morning, before departing- mechanical breakdown due to negligence will be for the customers account. (while you drive always keep an eye on your warning lights and temperature gauge)
- Check tyres for cuts on side wall.
- If you hit an animal make sure there is no water or oil leak before you continue with your journey, also inform NTS as soon as is practically possible.
- Don't stop in the middle of the road, park alongside it.
- DO NOT over or under inflate the tyres; the customer will pay for any damages whatsoever caused due to over or under inflated tyres – Always keep tyres inflated as per specification stated on the vehicle.
- Conditions in Africa can be tough on the vehicles, always check your vehicle when your stop, make sure there are no leaks and roof tents are still in tact and fixed properly, should you notice anything, call our emergency line immediately.

2. Insurance in Namibia

- **Background**

It is important to be aware and understand that there are significant differences compared to Western countries regarding car insurances and responsibility in case of damages. For example, in Namibia and Botswana, it is not obliged to have any car insurance. In practice this means, that the majority of the cars do not have any insurance at all and that the owners and/or car users are responsible for any damages and related compensation in case of an accident or damages.

- **Standard Excess**

All rental cars have compulsory and standard third party insurance and are insured in case of traffic accidents for 90% of the value. The customer is responsible for the deductible excess of the remaining 10%.

For this 10% a guarantee by credit card (VISA, MasterCard or Diners Club) is required upon collection at / delivery by NTS. This guarantee is cancelled automatically 7 days after return of the vehicle in the same state of repair as it was collected / delivered and there being no damages found or traffic fines payable.

Besides the general exclusions, terms & conditions, also glass damage and tire damage are not covered by this type of insurance and will be the responsibility of the customer. Additional insurance at customer's cost for this purpose is however available.

- **Reduction of the Excess**

If the customer wishes to rent the car with a lower excess than standard excess, then an additional fee per day will be calculated as per the customer's option of either purchasing the REW, SEC or ARC. It is possible to reduce the excess to the minimum amount of N\$ Nil.

Reduction of the excess amount helps you in case of an accident in which a third party is involved. The damage to the rented vehicle as well as the vehicle of the third party is covered above the amount of the chosen excess amount.

Important: Reduced excess can NOT be compared with the European "Full Casco" or "All Risk" insurance, where all damages are covered irrelevant of the cause or the guilt. This kind of insurance policy is simply non-existent in Namibia.

- **Coverage by the insurance company**

Instances of damages are covered in the following cases only:

If it concerns a traffic accident in line with the definition of the insurance company, which definition is contained in the available insurance policy schedule.

If there is no situation of negligence, negligence is defined in the available insurance policy schedule.

If it is not a situation mentioned in the exclusions, which exclusions are contained in the available insurance policy schedule and listed hereinabove.

- **Traffic accident**

The definition of a traffic accident is an accident with the vehicle where another vehicle is involved, or where a pedestrian is involved, or where an animal is involved.

Important: Single vehicle accidents, defined as losing control of the vehicle, for any reason whatsoever and under any circumstances whatsoever where there is no third party involved, are not covered by the insurance. In other words, traffic accidents without involvement of other parties, like e.g. rolling the car is not covered. Also not, for example, when one tries to avoid hitting an animal crossing the road.

- **Negligence**

This is the situation when the driver and/or the passengers are not behaving according to the law or general regulations. Examples when the insurance company will not cover the damages are as is recorded in the exclusions listed hereinabove.

- **Exclusions, other than recorded hereinabove**

Damages which are not covered by the insurance company are damage caused by cigarettes, matches and or lighters (burns) and damage caused by walking or standing on the roof or bonnet.

- **Speed Limit**

Town: 60 km/hour; Gravel Roads(C roads): 80 km/hour (NTS speed regulations do overrule road signs indicating 100 km/hr); and Highways: 120 km/hour (B roads)

PLEASE NOTE: SPEEDING FINES OF UP TO 5000N\$ ARE APPLICABLE

Please be informed that all NTS vehicles are equipped with a Black Box. **If you exceed the speed limit all insurances and reduced excesses lapse immediately, become and remain invalid.**

- **Theft**

Theft of the vehicle is covered in case the customer behaved responsible and took care, the vehicle was locked and in case the customer can deliver the original car keys.

- **Tyres**

The minimum tread profiles of the tyres supplied with the vehicles are 5 mm (3-4 mm for spare tyres). In case of a puncture or a damaged tyre, the client can try to have it fixed or you can choose to purchase a new tyre, so you can continue driving. **FIRST CONTACT NAMVIC ON THE TYRE/EMERGENCY NUMBERS PROVIDED BEFORE CONTINUING WITH REPAIRS OR INSTALLATION OF NEW TYRES.** If not Namvic does not accept any responsibility for costs/wrongly installed tyres or problems that may arise from the tyre fitment dealer.

When returning the car you will be charged for the damaged tyre (except with SP), because the damaged tyre has to be replaced with a new one. You will only be charged for the existing millimetres of profile that is recorded at the start of your trip and not by definition for a whole new tyre. In case a tyre is replaced under SP insurance and Namvic has to refund the tyre, the maximum amount to be refunded per tyre is N\$2500.00

Please note sidewall damages due to sticks, logs etc are not covered irrespective of what type of insurance you have taken out, ALSO NOT WHEN OFF ROAD DRIVING.

- **Sandstorm**

In case of a sandstorm, stop the car immediately and try to look for a temporary shelter. If this is not possible, then continue driving with a very low speed. Damages caused by a sandstorm are not covered by the insurance. Sandstorms do mostly occur at the coast and in case of an eastern wind.

- **Police report is compulsory**

It is compulsory to obtain a full police report in case of damage to or theft of the vehicle. When you are able to take pictures this is advisable at all times.

- **Towing cost**

The towing cost in case of an accident are not covered by the insurance and will be for the account of the customer, due to the customer being responsible to return the vehicle to the NTS depot at customer's cost.

- **'Claim handling' fee**

The administrative costs related to a damage is termed 'claim handling' and is for the account of the customer.

- **Coverage by 'own' insurance**

With some (travel) insurance companies it is possible to get additional insurance for damages to rental vehicles, which are not covered by the standard insurance of the car hire company. Also some credit card companies do offer this additional insurance. We advise our customers to contact their credit card and/or insurance company beforehand to check on and arrange for this additional insurance.

- **Damage to manual vehicle clutch systems and components**

It is the client's responsibility to understand the function of the clutch and therefore know how to CORRECTLY operate the clutch when hiring a manual transmission vehicle. All clutches are tested and calibrated at the Namvic workshop before every rental. Upon receiving the vehicle, Namvic handover agents will test the clutch with the client and explain important points to remember in order not to damage the clutch.

Important points to remember:

- Do not drive with your foot on the clutch. Your foot must be off the clutch when not switching gears.
- DRIVING OFFROAD IS AT THE CLIENT'S OWN RISK! Do not get stuck somewhere and try to get out by playing on the clutch!
- When driving in towns like Windhoek where there are many up-and-down-hills, drive in a low gear (1st or 2nd gear) at a constant speed with your foot off the clutch.
- In any circumstance, the clutch must be either pressed all the way in or released completely after switching gears or starting to drive.

Clutch systems and components are NOT, UNDER ANY CIRCUMSTANCES, COVERED BY INSURANCE REGARDLESS OF THE TYPE OF EXCESS COVER PACKAGES TAKEN AT NAMVIC FROM THE CLIENT.

Declaration:

I, _____, hereby take full responsibility for the operation of the clutch system and agree that I am satisfied with the condition and functioning thereof. I hereby state that have read and fully understood the conditions of damaging the clutch system and what the implications thereof are.

- **Additional Insurance**

NTS strongly recommends that all customers take out insurance for medical expenses, baggage loss, cancellation/curtailment, default and personal injury or death due to an accident.

These guidelines are provided in good faith and for information only wherefore no rights or conclusions can be drawn from this information. I hereby confirm that I am duly authorised, if not acting in my personal capacity, to accept these Conditions of Hire and Carriage of NTS.

**Upon acceptance of these terms & conditions please sign below and e-mail back to NTS.
Kindly note that each intended driver must sign and return this form separately to NTS.**

I, the undersigned do hereby agree to all of the above

Name and Surname

Signature

Date of acceptance/ Signature of client

E-mail (Please write clearly in CAPITAL LETTERS)

EXCESS SALE
(Only applicable where the PRE-AUTHORISATION transaction is not successful.)

TO Owner: Namvic Tours and Safaris cc

Date: _____

This letter confirms that,

_____ (client name), will be responsible for the **insurance sale** of NAD _____ and agrees to bank charges of NAD _____ to be deducted from the **insurance sale** amount when it is refunded.

Mastercard, Visa card 2.5% of excess amount

American express card 3.25% of excess amount

PLEASE NOTE: The total amount of NAD to be refunded may be influenced by the fluctuating exchange rates. This means that either more or less of the international currency may reflect after the refund is done in NAD depending on whether the exchange rate has increased or decreased during your visit in Namibia.

Client Signature: _____

CREDIT CARD AUTHORISATION

CREDIT CARDHOLDER INFORMATION					
NAME ON CREDIT CARD					
TYPE OF CREDIT CARD	VISA	MC			
TYPE OF ACCOUNT	PERSONAL			BUSINESS	
COMPANY NAME					
					CVV NUMBER
ACCOUNT NUMBER					
EXPIRATION DATE					
BILLING ADDRESS					
CITY		STATE		ZIP CODE	
PHONE		EMAIL		FAX NUMBER	

AUTHORIZED USER OF CREDIT CARD	
NAME	
COMPANY	
PHONE NUMBER	
EMAIL ADDRESS	
IDENTIFICATION	
RELATION TO OWNER	
TYPE OF CHARGES	
AUTHORISED AMOUNT	
DATES OF CHARGES	

AUTHORISATION OF CARD USE
<p>I certify that I am the authorised holder and signer of the credit card referenced above.</p> <p>I certify that all information above is complete and accurate.</p> <p>I hereby authorise collection of payment for all charges as indicated above. Charges may not exceed the amount listed above in the "AUTHORISED AMOUNT" field. I understand this is only for up to this amount during the time period of "DATES OF CHARGES" referenced above. If additional charges are going to be authorized a new form will have to be completed.</p>

CARDHOLDER NAME			
SIGNATURE		DATE	

