



## BNDC - Nissan Double Cab 4x4

### FEATURES:

	Nissan Double Cab 4x4 LDV
ABS BRAKES	YES
A/C DRIVER CABIN	YES
AM/FM RADIO AND CD PLAYER	YES
CENTRAL LOCKING	YES
CLOSED ALUMINIUM CANOPY	YES
DIESEL/PETROL	TURBO DIESEL
DUEL AIR BAGS	YES
ENGINE	2.5lt
ESTIMATED FUEL CONSUMPTION	12lt/100km
FUEL CAPACITY	140lt
GEARS	MANUAL
POWER STEERING	YES
SEAT BELTS	4 + 1 LAP BELT
SPARE WHEELS	2

WHEEL SPANNER	1
WARNING TRIANGLE	1
<b>CANOPY SPECIFICATIONS:</b>	
HEIGHT	1.1m
LENGTH	1.6m
WIDTH	1.3m

Variations in size and colour may occur

## SUV RENTALS TERMS & CONDITIONS

### Rates Include:

- Unlimited Kilometres
- Airport (Within 25 kilometres from primary depots)
- 2 x Drivers (third, fourth and fifth driver charged separately)
- Closed canopy on single/double cabs only
- Super cover with zero excess
- Contract fee
- Cross Border letter
- SA Road Tax
- In Namibia carbon emissions tax on SUVs (Creta/RAV/Xtrail/Fortuner)
- 15% VAT (Value Added Tax) in South Africa, 12% in Botswana and 15% in Namibia
- Emergency assistance (07:00 – 19:00)
- Credit Card Fees

### EVENT CHARGES

- Premium event rates apply for collection and return over Afrika Burn and Cape Epic (Event dates may change)
- An event surcharge of R4,200.00 applies for all vehicles collecting and/or returning in Cape Town and Johannesburg over above dates.
- Applicable to all motorhomes and 4WD vehicles
- Minimum of 7 days rental over these dates

### MINIMUM RENTAL DURATION & COSTINGS

Minimum rental period: 3 days for collection from Johannesburg, Cape Town, Windhoek, Maun and Kasane.

Vehicle rentals are calculated on a per calendar day basis, i.e. day of pick up or drop off is always counted as a full day irrespective of what time it is collected or dropped off. A rental day is not calculated on a 24 hour cycle.

Alternative secondary depots on request – East London, Port Elizabeth, George, Nelspruit, Walvis Bay, Swakopmund and Vic Falls minimum of 15 days.

### PICK UP AND RETURN LOCATIONS

Primary:

South Africa: Johannesburg, 17 Sim Road, Pomona, Kempton Park & Cape Town, C/o Michigan & Borchers Quarry Road, Airport Industrial

Namibia: Windhoek, Hosea Kutako International Airport

Botswana: Maun, Mophane Street, Lot 525

Minimum rental 3 Days

Secondary:

South Africa: Durban

Botswana: Kasane

Minimum rental of 3 days

Alternative Secondary Depots:

South Africa: East London, Port Elizabeth, George, Nelspruit

Namibia: Walvis Bay, Swakopmund

Zimbabwe: Vic Falls

Minimum rental of 15 days

Charges apply for secondary depots – please check with Rental Agent

#### OFFICE HOURS: RENTAL LOCATIONS

Monday to Friday 07:30 – 17:30

Saturday 08:00 – 14:00

After Hour surcharge applies at a cost of R550 per collection or return outside of the normal Office hours. After hour operations are as follows:

Saturday: 13:00 – 16:00

Sundays & Public Holidays 08:00 – 16:00

(Late returns will be charged on a per day basis)

**All branches are closed 25 December (Christmas Day)**

#### COLLECTION

Vehicle handover can take approximately 15-20 minutes, depending on the questions asked and client feedback. Kindly note that signing the vehicle condition report is an acceptance of the condition of the vehicle. The supplier must be notified on the day of any vehicle malfunction. No consideration will be given to claims against such experiences, and no compensation or liability for lost time will be given, if issues are only reported on return of the vehicle. Rental days lost due to a vehicle that has been collected after the agreed date will not be credited.

#### RETURN

When returning the vehicle, please set aside 15-20 minutes for the vehicle to be checked. Although it is requested that the vehicle be returned with a full fuel tank, as a courtesy to the next renter the Supplier representatives will take the vehicle to the refuelling station to ensure that the vehicle is full. Should top-ups be required, the fuel amount will

be deducted from the renter's nominated credit card. Vehicles must be returned clean, in order for the vehicle check in to be done. Vehicles returned excessively dirty will be charged a cleaning fee of R/N\$ 1,500.00. Any vehicles returned later than the agreed return date, or outside normal office hours (without prior arrangement), will be charged a full day's rental per calendar day. Rental days lost due to the vehicle being returned before the agreed return date will not be credited.

- The Supplier reserves the right to charge for fuel on vehicles that are not returned full, a 3 litre allowance for vehicle movement will be given.
- The Supplier reserves the right to charge a cleaning fee of R/N\$1,500.00 in the event that the rental vehicle is returned in an extremely dirty condition. The Supplier, at its sole discretion, reserves the right to determine whether a vehicle is extremely dirty in a true and fair manner. An extremely dirty vehicle will include but not limited to when the rental vehicle's possible damages cannot be assessed properly
- The Renter knows and understands that no smoking in the rental vehicles are allowed, and that a fee of R/N\$3,500.00 will be charged to remove any fumes, smells, and/or burn marks on the interior caused by smoking in the rental vehicle.

#### LICENCE

A valid EB or code 08 national or an ENGLISH International Driver's Licence for vehicles less than 3500kg, is required.

#### MINIMUM AGE

The minimum age is 25 years and the maximum is 85 years.

A surcharge of R/N\$500.00 for any persons under the age of 25 years old with a minimum age of 23 that has had a license for a minimum of 3 years.

#### LIABILITY OPTIONS

This cover is NOT a personal liability cover, but cover for damage to vehicles and/or 3<sup>rd</sup> party property. Details below:

##### Super Cover:

Super cover is included in the daily rate as per your quotation/rental agreement. This cover has a holding deposit of ZAR 3,000.00 on Hyundai Creta, Toyota RAV4, ZAR 5,000.00 on Nissan X-trail 4x4, Toyota Fortuner 4x4, Toyota Landcruiser Double Cab 4x4, Nissan Single Cab 4x4, Nissan Double Cab 4x4, Toyota Single Cab 4x4, Toyota Double Cab 4x4. The applicable holding deposit is pre-authorized on the renter's Visa or MasterCard credit card at the time of collection. This is to ensure the vehicle is returned clean, refuelled and returned to the correct depot at the correct time.

##### Inclusions of the Super Cover:

- Pick up location South Africa = Two tyres and one rim
- Pick up location Namibia = Two tyres and one rim
- Pick up location Botswana = Two tyres and one rim
- Pick up location South Africa, Namibia, Botswana = One windscreen and one glass
- Radio fitted inside your vehicle
- Recovery costs (except cases listed in Exceptions & Conditions further below)
- Accidents Damage (except roll over as per below exclusions)

##### Exclusions of Super Cover option:

The renter is fully liable for any damage to the supplier vehicle or third party property if:

- Any terms of the rental contract is breached;
- Damages are sustained whilst the renter/driver is in violation of any traffic laws or ordinances;
- Damage to the vehicle is caused by careless, wilful or reckless driving. This includes:
  - Driving under the influence of alcohol or drugs
  - Driving on restricted or unrecognised roads
  - Driving before sunrise and after sunset
  - Driving over the road ordinance speed limits
  - Not adhering to the vehicle height restrictions
- Related to water submersion or salt water damage:
  - A vehicle may not go through water
- The vehicle was driven in a country in which written approval was not obtained from the supplier;
- Damage is incurred due to incorrect use of the hand brake;
- The damage is to the clutch. The renter is then liable for:
  - The cost of the clutch kit which is R/N\$ 24,500.00 including VAT and installation;
- Roll-overs are not covered in any liability cover options. A roll over is defined as a vehicle sustaining all types of damage due to it not being on all 4 wheels at any given time (the vehicle being on its side is construed as a roll over);
- The incorrect fuel is pumped into the fuel tank and/or fuel in the water tank will incur a R/N\$20,000.00 cost. The supplier advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused;
- Undercarriage damages by means of any and all damages including but not limited to the side sills, prop shaft, side shaft, front and rear diff and exhaust system;

#### CLAIMS HANDLING FEE

A handling fee of R/N\$750.00 is charged on all claims submitted, irrespective of the liability cover option taken.

#### ACCIDENTS

Single vehicle accidents are included in all liability cover options, except in the case of roll-overs. In case of damage to the vehicle rented, the following will apply:

##### The incident:

All accidents must be reported to the supplier (Call assist number in your rental pack), and by law, to the Local Police within 24 hours. An AR (accident report) number from the police must be obtained at the time of reporting the incident. This proves that the accident has been registered. Failing to report accidents may void all liability cover and the renter becomes fully liable for all costs. We advise you to take as many photographs of the accident scene and also obtain the third party details when applicable. These can be recorded on the reverse side of the rental pack envelope supplied to you on collection. We also suggest you take a photograph of the driver's licenses of the persons involved. An accident report which is provided in the RENTAL PACK, must also be completed. These documents and records of evidence will be submitted to the supplier in order to process the incident.

##### The vehicle:

The replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made. The supplier reserves the right to withhold a replacement vehicle; this does not entitle the client to any claims against the supplier.

If the renter requires a replacement vehicle to be delivered, charges will be levied according to the liability cover exclusions.

If the renter is not able/willing to take a replacement vehicle, no refunds for early termination of the contract will be considered.

Should the renter continue with a replacement vehicle, this vehicle will be noted under the current rental contract and standard cover will be applicable. This includes a new pre-authorisation on the nominated credit card. Super Waiver Cover is not available on a replacement vehicle (irrespective of which party is at fault).

Standard cover excess applicable:

South Africa / Namibia (300km per day) R/N\$ 15,000.00 – R/N\$ 20,000.00

Botswana (300km per day) \$1,500.00 - \$2,000.00

EXCEPTIONS & CONDITIONS (refer to Clause ***“Liability Options”***):

The renter is responsible for any damages or accidents that the supplier has not been made aware of on the return of the vehicle. Please note the applicable charges will be charged to the nominated credit card.

***The supplier is not responsible for any damage or theft to items of a personal nature. Travel and personal insurance is highly recommended.***

#### **Rules in respect of replacement vehicles (whether due to an accident or vehicle damage)**

- In the case of clutch or water damage to the following is applicable:
  - The repairs and recovery (towing) costs of the vehicle is the responsibility of the renter. The following recovery / replacement rates will apply:
    - Within South Africa:
      - ZAR/N\$ 8.00 per kilometre
    - Outside of South Africa:
      - ZAR/N\$ 15.00 per kilometre
- Should a replacement vehicle be required, the supplier will replace the vehicle within 24 hours in South Africa; and 48 hours outside South African borders.
- A new pre-authorisation for the standard cover excess, will be blocked on the nominated Visa or MasterCard credit card for the replacement vehicle.

#### **ENTIRE AGREEMENT / NON-VARIATION**

This document contains the entire agreement between the renter and the Supplier, and neither party shall be bound by any undertakings, representations, warranties, promises, or the like not recorded herein. No variation, alteration, or addition to, or omission from this agreement is valid/binding, unless reduced to writing and signed by the Renter and an authorized employee of the Supplier. Any clause which is declared unenforceable or invalid, for any reason whatsoever, by a competent Court, shall be severable from the remaining provisions of the agreement and shall not affect the validity of these provisions.

#### **DOMICILUM CITANDI ET EXECUTANDI**

The Renter chooses the address stated on the face of the agreement as registered/legal address. The Supplier chooses its registered address of 17 Sim Road, Pomona, Kempton Park, Gauteng, South Africa

#### INDULGENCES

No extension, latitude or other indulgence will in any circumstance be taken to be understood as implied consent or an election by the party or will operate as a waiver of otherwise affect any party's rights in terms of this agreement. It shall further not stop or prevent any party from enforcing, strict and punctual compliance with each and every provision or term hereof at any time without notice.

#### JURISDICTION

This agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa

#### GOVERNING LAW

The Supplier and the Renter hereby agree and consent that this rental agreement will be governed and be enforced in terms of the applicable South Africa laws

#### CONSENT TO JURISDICTION

The Renter and the Supplier both consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 of 1944, notwithstanding the subject matter or cause of action involved, or irrespective whether the claim may exceed the jurisdiction of the Magistrate's court

#### LEGAL COSTS AND/OR EXPENSES

In the event that the Supplier incurs expenses in recovering any monies due to it from the Renter or any other persons arising from this agreement, the Renter will be liable for any costs and expenses incurred in doing so, on the attorney and own client scale, including but not limited to collection commission and tracing fees and necessary disbursements.

#### JOINT AND SEVERABLE LIABILITY OF AUTHORISED DRIVERS

In terms of this agreement the renter and/or any authorized driver may be held jointly and severable liable towards the Supplier towards all monies due and owing to it in terms of this agreement.

#### AUTHORIZATION TO CREDIT SEARCH AND CONFIRMATION

The Renter hereby consents and authorizes the Supplier or its nominated representative to undertake any enquiry the Supplier deems fit about the Renter's credit and/or criminal record with any credit bureau, credit agency and/or third party to confirm details of the Renter as and when the need arises.

#### FORCE MAJEURE

If the Supplier is prevented or restricted in any way from carrying out all or any of its obligations under the agreement by reason of force majeure (an event or circumstance beyond the control of the parties, such as, but not limited to, war, strike, riot, pandemic, crime, fire, or an Act of God such as flooding, an earthquake, storm, or adverse weather conditions, an act of Government or other authority which prevents one or both parties from performing their obligations under this agreement, then the Supplier will be relieved of its obligations in terms of this agreement during such period of force majeure, and the Supplier will not be liable for any loss, damage, action, or claim which may be brought by the Renter or by any other party in consequence of such delay or inability to perform.

#### AIR-COOLING SYSTEM

The air-cooling system supplied in the cabin of the vehicle, is designed to be used in regions where the temperatures reach in excess of 28 degrees Celsius, the unit may not work as effectively in temperatures exceeding 28 degrees Celsius. This is normal and does not constitute grounds to request a replacement vehicle. Whenever the vehicle is stationary, or idling for prolonged periods, the cabin air-cooling system must be switched off to prevent damage.



#### DUST INGRESS

Namibia and Botswana are predominantly arid desert regions and the majority of secondary routes travelled, are on dust or gravel roads. It is not possible to make vehicles dust-proof and therefore refunds or claims or any dust ingress of any nature, will not be considered.

#### PAYMENT

The Supplier does not accept cash or cheque as payment in any way.

Pre-authorisation: The supplier only accepts valid Visa and MasterCard credit cards that are embossed in order to place the pre-authorisation for liability cover / security deposits and excesses. **(The Supplier does not accept Diners or American Express credit cards)**. The holder of the credit card needs to be present at vehicle collection in order for the transaction to be processed. The supplier is not responsible for any currency fluctuations that may occur in any transactions.

#### EQUIPMENT (if requested)

In all waiver options any equipment requested with the vehicle is not covered. Any loss or damage to the equipment including items such as GPS, compressors, baby seats, roof top tents, etc will be charged to your credit card. Should any of your equipment malfunction during the rental period, the Supplier is not liable to provide a replacement. Repairs can be made according to clause name Vehicle repairs in this document.

#### ROAD RESTRICTIONS

4x4 SUVs are only allowed to be driven on public bitumen/tar roads or gravel roads. 4x4 SUVs and LDVs are allowed to be driven on public bitumen/tar roads or gravel roads as well as on public recognized 4x4 tracks in Botswana, Namibia, South Africa, Lesotho and eSwatini (Swaziland). The Supplier does not allow the vehicles to enter the following countries under any circumstances: Kenya, Angola, Malawi, Tanzania, Zimbabwe, Zambia and Mozambique. It is highly recommended to avoid driving before sunrise and after sunset.

#### CROSS BORDER DOCUMENTATION

A once off cross border fee per vehicle per rental of N\$/ZAR1 000.00 applies for cross border documentation into Botswana, Lesotho, Namibia, and eSwatini (Swaziland). The vehicle documentation is for the vehicle cross border requirements ONLY. The supplier is not liable for the arrangement or payment of visas, permits, third party insurances or road taxes applicable to the countries of entry. These are for the renter's account and can be arranged prior to travel or at the borders of the applicable countries. All cross border applications are to be accompanied by a clear copy of the renter's passport & driver's license to be received seven days prior to collection of the vehicle. (The Supplier cannot be held liable for time delays regarding border documentation, costs and crossings)

#### VEHICLE REPAIRS

It is possible that during your rental, small repairs may be required due to the nature of the terrain. Repairs of up to R/N\$1,500.00 may be affected without prior authorisation from the **supplier (Call assist: +27 11 230 5137 / +27 84 250 4937)** and such repairs will be reimbursed, on the submission of a claim with original receipts attached. Amounts above R/N\$1,500.00 will require verbal/telephonic approval from the supplier on-road assistance, where a ticket will be logged on our ticketing system for reference when submitting your claim (numbers provided in your rental pack). Should approval not be obtained the claim may be disputed.

Should a call-out fee be charged by a supplier to replace a tyre, approval must be obtained from The Supplier Call assist team. Should permission be granted by the supplier for an overnight stay in a lodge, due to repairs, a maximum allowance of N\$/R1 500.00 per night per vehicle is granted for a maximum of one night in South Africa, and two nights outside of South Africa



The original receipts must be submitted to your return branch when claiming against your Super cover, where a once off admin fee of R/N\$750.00 will be levied for the claim.

Should a replacement vehicle be required due to a mechanical fault not due to negligence, the supplier will replace the vehicle within 24 hours in South Africa and 48 hours outside of South Africa, at no extra cost to the renter.

#### KEYS

The supplier must be informed of keys lost or locked inside a vehicle. The replacement or recovery of keys is for the renter's account. The supplier cannot be held liable for any accommodation, time/days and/or personal items lost or any other costs incurred, due to the replacement or recovery of keys. ***(It is the renter's responsibility to safeguard the vehicle while the keys are being replaced)***

#### TYRES

The renter is responsible for the repairing of flat or punctured tyres. The driver should not exceed the road traffic ordinance speed limits. The Supplier recommends a **maximum** speed of 120km/h on tarred roads and 60km/h on gravel/sealed or corrugated roads and 40km/h in National Parks where applicable (do not exceed the recommended speed limits on your route where applicable signs are shown). Tyres get hot and pressures increase at higher speeds. Tyres are then susceptible to damage especially on uneven surfaces. When replacing a tyre, please ensure that it is of the same brand, size and ply rating of 4mm or more. Reconditioned, second-hand or re-treaded tyres are NOT acceptable. The renter is required to check the tyre pressure when the tyres are cold (i.e. not after travelling for more than 10km), at regular intervals. All tyres should be checked, including spares. The supplier's policy is that they will not supply tyres with thread less than 4mm in South Africa and 5mm within Namibia/Botswana.

#### TRACKING

All vehicles are fitted with tracking devices. Tracking is monitored in all Southern Africa destinations as allowed by the supplier. The supplier reserves the right to repossess the rental vehicle at any time if it found illegally parked, being used to violate the law or appears to be abandoned and/or continuously exceeds the **maximum** speed limit of 120km/h. If the renter is in breach of any terms or conditions of the rental agreement.

Please note – the tracking devices fitted into the vehicles are not used for emergency or safety purposes

#### INFRINGEMENTS

The renter is liable for all fines and penalties in relation to the driver's use of the vehicle or the vehicle itself incurred during the rental period plus an administration fee of ZAR/N\$300.00 for each infringement or penalty notice that has been redirected by the supplier to the renter.

**Fire Extinguishers** – A fire extinguisher may only be used in the event of a fire within the vehicle, fire extinguishers used for any other purpose/where the seal is broken a R/N\$ 500.00 will be levied.

#### CANCELLATION / NO-SHOW PENALTIES

Cancellations are charged according to the below: Fees in percentage of total rental amount. Late collections and/or early returns do not qualify for rental refunds.

25 days before collection	:	0%
24 – 7 days before collection	:	25%
7 – 1 day before collection	:	50 %
No Show or cancellation on day of collection	:	100 %

The renter needs to contact Drive South Africa (during office hours 08h30-16h30 Monday to Friday) to advise of cancellation. No cancellations will be attended to after hours, over weekends or Public Holidays.

Cancellations received outside of these specified office hours will only be actioned on the next working day and Cancellation Penalties will be applied according to the date received and actioned by Drive South Africa.

The renter also acknowledges and agrees that the Company's standard cancellation and/or no show penalties shall apply in the event of a Force Majeure situation.

#### FEES – MANDATORY CONTRACT; EQUIPMENT; EXTRAS; ONE-WAY & DELIVERY/COLLECTION:

Extra equipment and fees per the below, are to be booked at time of reservation or can be requested on collection if required and is subject to availability.

MANDATORY ITEMS	CHARGE
Contract Fee	Included
SA Road Tax (charged on all departures or returns in South Africa)	Included
After Hours Surcharge (for all departures/returns outside normal office hours and on request) Refer to Office Hours.	R/N\$ 550.00
All Claims admin fee (payable on claim submission)	R/N\$ 750.00
Traffic Fine Admin Fee (Payable if a fine is levied)	R/N\$ 300.00
Carbon Emissions tax (Namibia)	Included on selected vehicles
OPTIONAL ITEMS	CHARGE
Change of destination fee	R/N\$1,000.00*after commencement of rental plus the applicable one way fee
Surcharge for renter under 25 years of age and a minimum of 23 years with a license for more than 3 years	R/N\$ 500.00
Baby / Child Seat	R/N\$ 500.00
Border Documentation	Included
Additional Driver	R/N\$ 250.00
GPS	R/N\$ 1,000.00 per rental
Compressor	R/N\$ 1,000.00 per rental
Fridges (where applicable)	R/N\$ 1,000.00 per rental
Roof Top tent (where applicable)	R/N\$ 1,000.00 per rental
ONE WAY / DELIVERY OR COLLECTION	
A fee is charged for any rentals that require a one way drop off or collection between primary depots. A fee is charged for any rentals that require a delivery or collection between a primary & secondary depot or a secondary and secondary depot. Please ask about ONE WAY, DELIVERY COLLECTION FEES applicable. Please also note that vehicles that are delivered to a secondary location, may not be handed over with a full fuel tank.	

#### SUBSTITUTIONS

If, for reasons beyond our control, the reserved vehicle is not available, the supplier reserves the right to substitute a comparable or superior vehicle at no extra cost to the renter. This shall not constitute breach of contract and does not entitle the renter to any form of refund or claim against the Supplier.

#### TAXES & CURRENCY FLUCTUATIONS

All charges include 15% VAT in South Africa, 12% VAT in Botswana and 15% VAT in Namibia. All rates are quoted in ZAR. Neither Drive South Africa nor the supplier is responsible for any currency fluctuations that may occur in any transaction. Terms & Conditions are subject to change in accordance with changes in government taxes.

#### GENERAL

Any claims or legal action in connection with the provision of services to the client will be governed by the laws of South Africa/Namibia or Botswana. Any claim or legal action against the suppliers is likely to be subject to the terms and conditions of our contracts with them.

- Towing is not permitted under any circumstances.
- Locations within South Africa are charged at South African daily rates ZAR
- Locations outside South Africa (except Botswana) are charged at South Africa Daily rates ZAR
- The information provided is subject to change without notice.

#### ALL RIGHTS RESERVED;

Rates and terms and conditions of rental may be subject to change.