

1. INTERPRETATION

- 1.1. In this agreement unless the context indicates otherwise, the following expressions shall bear the following meanings:
- 1.1.1. "SSCR", "we", "us" and "our" means "Sun & Sand Car Rental Close Corporation, with registration number CC/2022/05395;
- 1.1.2. "Renter", "you" or "your" means the persons whose names appear on the Rental Agreement as Renter, Driver or Additional Driver(s) and who have produced a valid unendorsed driver's license to SSCR and their identity/passport documents;
- 1.1.3. "Driver" means the principal person who is reflected on the Rental Agreement as being authorised by SSCR to drive the vehicle;
- 1.1.4. "Additional driver" means the person who, in addition to the Driver, is reflected on the Rental Agreement as being duly authorised by SSCR to drive the vehicle;
- 1.1.5. "a Driver's Licence" means a valid unendorsed driver's licence. Foreign licenses are acceptable provided the language printed thereon is in English and there is a photograph present. Should a licence be in any language other than English, we require an International Driver's Licence to be produced on commencement of the Rental Agreement.
- 1.1.6. "Vehicle" means the vehicle described in the Rental Agreement (including all keys, tyres, tools, equipment, accessories, and documents supplied with the vehicle when the Renter takes delivery of the vehicle) and includes any replacement for the vehicle which has been officially authorised by SSCR, whether or not such replacement was authorised or approved by the Renter;
- 1.1.7. "Rental Period" means the period from the time the vehicle is collected until the termination date and time as stipulated in the Rental Agreement or if such period is extended, the date and time entered into SSCR records, when the vehicle is returned by the Renter to SSCR;
- 1.1.8. "Extended Period" means any extension of the Rental Period beyond the agreed return date or time reflected on the Rental Agreement and authorised by SSCR;
- 1.1.9. "Renting Location" means the location from which the Renter collects and returns the Vehicle;
- 1.1.10. "Rental Agreement" means the entire Rental Agreement issued by SSCR to the Renter including the damage report form and these standard terms and conditions. Once the Renter has signed the Rental Agreement it will have the effect of a legal binding agreement between the parties;
- 1.1.11. "Fuel Costs" means the costs incurred to refuel the vehicle to a full tank;
- 1.1.12. "Rental Pack" means the pack in the glove compartment of the vehicle, as provided by SSCR;
- 1.1.13. "Territory" means the territory of the Republic of Namibia;
- 1.1.14. "Liability Waiver" means a Waiver purchased by you which limits your liability in the event of damage/loss/theft of the Vehicle as referred to in clause 7, including but not limited to the Waivers identified as Standard, Reduced Excess and Super Excess Waivers in clause 6.
- 1.1.15. "Damage(s)" (in relation to the vehicle and/or Third Party Damage) means the actual costs in towing, transporting and storing the vehicle, repairing any damage (including tyre and rim damage), replacing parts or accessories (without allowing for depreciation), remunerating an expert to inspect collision damage and report thereon, and reimbursing such expert (an invoice, job card or quotation produced by SSCR will be seen as proof of any such expenditure) or any other charges incurred related to an incident of whatsoever nature, and includes a total loss when applicable;
- 1.1.16. "Total Loss" (in relation to a vehicle) means –
- damages where the estimated costs of repairs is such that the vehicle is in the sole and absolute discretion of SSCR uneconomical to repair; or
 - when the Vehicle is stolen and/or lost; the amount of the total loss will be the retail value as reflected in the Mead & McGrouther's publication or if not reflected therein, the price of a new vehicle, as supplied by the manufacturer, as at the date of loss, less any salvage;
- 1.1.17. "VAT" means value-added tax in terms of the Value-Added Tax Act 10 of 2000.
- 1.2. The singular shall include the plural and *vice versa*, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and *vice versa*.
- 1.3. The headings appear for reference only and shall not influence the proper interpretation of this Rental Agreement.

2. RENTAL OF THE VEHICLE

SSCR rents the vehicle to the Renter, who hires the vehicle subject to the terms and conditions as set out herein. The Renter will be bound by these terms and conditions, whether he was driving the vehicle or not. SSCR will at all times remain the owner of the vehicle.

3. RISK, DELIVERY AND RETURN

- 3.1. The Renter takes delivery of the Vehicle at the renting location when the Renter takes possession of the keys. The parties shall inspect the Vehicle together and unless any damage has been recorded in writing on the Rental Agreement form and signed by both parties, the Vehicle shall be deemed to be in good order and without any damage to amongst other things the paintwork, upholstery and accessories.
- 3.2. The Vehicle is within the sole risk of the Renter (fair wear and tear excepted) from the moment the Vehicle is handed to the Renter until such time as SSCR has recorded the return of the Vehicle.
- 3.3. You shall return the Vehicle, at your expense, to SSCR on the expiry or termination of this agreement at the agreed Renting Location reflected in the Rental Agreement. The Renter acknowledges that failure to return the Vehicle in terms of the Rental Agreement shall constitute illegal possession by him/her, and SSCR may repossess the Vehicle wherever it may be found and from whomsoever is in possession thereof. Any costs incurred in recovering the Vehicle as well as the cost of any additional rental days, will be for the account of the Renter.
- 3.4. Should the Vehicle not be returned as indicated in 3.3 above, any insurance cover becomes null and void for the entire Rental Period. The Renter shall be liable for all and any costs (including but not limited to) towing charges, losses or damages and charges incurred by

SSCR in procuring the return of the vehicle to the agreed return location as per the Rental Agreement, or such other location as determined by SSCR. Additionally, the Vehicle may be reported as stolen to the relevant authorities.

- 3.5. You undertake to return the Vehicle undamaged, in good order and in a roadworthy condition, fair wear and tear excepted. The onus is on you to inspect the Vehicle immediately upon return to the Renting Location to ensure it is free of any defects and is not damaged and/or scratched. Failure and/or negligence to do so and to report same to us shall result in the Vehicle being deemed to be in good condition, order and repair and you shall be accordingly liable for all and any damages to the Vehicle and the related charges.
- 3.6. The Renter shall ensure that the Vehicle is properly locked and secure; and hand the keys to an authorised representative of SSCR.
- 3.7. The Vehicle and risk of loss or damage to the Vehicle will remain your responsibility until SSCR has recorded the return of the Vehicle at the Rental Location, or as otherwise agreed to by the parties in writing.
- 3.8. The Renter acknowledges that certain vehicles may be fitted with a vehicle management (tracking) system, which is used to *inter alia*, record speed and other information relating to the vehicle rented. Any and all information obtained from this device shall be *prima facie* proof of all readings and recordings in respect of such vehicle and SSCR shall be entitled to utilize it as it deems fit, including in legal proceedings.

4. WARRANTIES BY YOU

You understand and warrant that:

- 4.1. You are entitled and authorised to enter into this Rental Agreement and that all information given by you to us is true and correct;
- 4.2. Every driver holds a valid unendorsed driver's licence. The vehicle shall not be driven by any person under the age of 23 years and/or has not been in possession of a valid driver's licence for 1 year, except with SSCR's written consent. A young driver surcharge will apply for drivers between the age of 18-22 years who have SSCR's written consent to drive the vehicle. The vehicle shall not be driven by any persons over the age of 75 years.
- 4.3. Only the Renter and/or Additional Driver(s) noted on the Rental Agreement shall drive the vehicle for the duration of the Rental Period.
- 4.4. You are not physically prevented from operating the vehicle safely.
- 4.5. The vehicle will never be driven by any person whose blood alcohol concentration exceeds the limit permitted by any law or regulation, or whilst under the influence of intoxicating liquor and/or of a narcotic drug and/or similar substance, and you will comply with all applicable laws and will comply with all of the provisions of this Rental Agreement.
- 4.6. During the Rental Period, the vehicle **may not be used:**
- for the conveyance of passengers and/or goods for payment;
 - to propel or tow any other vehicle (including any caravan or trailer unless authorised by SSCR in writing);
 - to transport goods in violation of any customs laws or in any other illegal manner;
 - in any motor sport or similar high-risk activity;
 - beyond the borders of the Republic of Namibia unless authorised by SSCR in writing; or
 - in any area where there is or may be a risk or incidents of civil unrest, political disturbance or riot or any activity associated with any of the afore mentioned.
- 4.7. The vehicle shall not be used or driven in any way which would constitute a breach of law and or any of the provision of this agreement. Driving is permitted on marked and public roads only. Speed limit general guidelines are provided below; however, road ordinance speed limits are to be adhered to:
- 60km/h in city limits and urban areas;
 - 80km/h on gravel roads;
 - 120km/h on tarred highways;
 - National Parks: in accordance with the road signs.

Note that vehicles are fitted with a vehicle satellite tracking device, and if speed limits are exceeded a beeping alarm will be heard.

- 4.8. You shall at all times display a duty of care towards SSCR in respect of the Vehicle. You shall ensure that the vehicle shall only be used on marked roads and conditions in accordance with the type of vehicle hereby rented. Driving of any sedan vehicle on gravel roads is not permitted. Due to the Territory's rough terrain, the routes selected and driven on are at your own risk. The full amount of mechanical and/or other damage and/or loss, including all costs of recovery, which shall include accommodation, and transport of additional drivers, caused as a result of the vehicle being driven on a road that was not suitable for that vehicle, as determined in the sole but reasonable discretion of SSCR, shall be paid in full by the Renter.
- 4.9. **The vehicle shall not be driven:**
- on unmarked roads;
 - over the road ordinance speed limits;
 - before sunrise and after sunset when outside of towns;
 - to Sandwich Harbour;
 - to Van Zyls Pass and to Robbie's Pass
 - D3700 from Epupa along the Kunene River to Ruacana during the rainy season (Dec to April)
 - through water exceeding 25cm / ± 1 foot;
 - on dunes and beaches, through salt water, through sandstorms;
 - along riverbeds, through rivers, even run-off or dry beds;
 - in low range (4L) 4WD for prolonged periods of time and at speeds above 30km/h. Switch back to 4H (high range) as soon as the road conditions allow;
 - in 4WD (4L or 4H) on tarred or paved roads.
- 4.10. The Renter is fully liable for any damage to the vehicle or third-party property if in breach of conditions of this agreement.
- 4.11. You shall check tyre pressure each morning before starting your trip whilst the tyres are cold. The tyres should be kept at a pressure of 1.8 bar for tarred roads and 1.6 bar on gravel roads. When driving in soft terrain, for example on the access road to Sossusvlei, the tyre pressure should not be reduced to lower than 1.2 bar and immediately be reinflated once soft terrain has been successfully exited, to prevent tyre damage.
- 4.12. The vehicle may only be utilised for the Rental Period. The Renter agrees that any extension so noted on SSCR's records would correctly reflect such extended period.
- 4.13. The Renter shall make adequate provision for the safety and security of the Vehicle, including but not limited to, the vehicle being kept properly locked, secured, and immobilized and the burglar system being activated when not in use. You will make sure that the keys of the vehicle are under your control at all times.
- 4.14. You shall be responsible for ensuring that the correct fuel type for the vehicle is used when refuelling the vehicle. If the incorrect fuel is pumped into the vehicle, the full cost of repairs

will be charged to you. To reduce damages, it is recommended that if this occurs, the vehicle is to remain turned off and not started under any circumstances.

4.15. If the vehicle is driven by anyone other than the Driver and/or Additional Driver(s) (irrespective of which other rights or remedies SSCR may have), the Renter shall remain liable for all his/her obligations in terms of this Rental Agreement as if s/he has been driving the vehicle.

5. PAYMENTS: RENTAL RATES AND CHARGES

5.1. All payments are due on demand, but at the latest on the expiry of the Rental Period (unless otherwise agreed in writing). All charges payable by the Renter shall be paid by credit card on termination of the Rental Period unless SSCR requires all and any charges to be prepaid in advance.

5.2. The Renter will not be allowed to deduct or withhold payment of any amounts due in terms of this agreement for any reason whatsoever.

5.3. You remain liable for payment of any and all amounts due which are not paid or settled in full by the issuer of the credit card.

5.4. If SSCR has agreed to accept payment from the Renter by the credit card specified in the Rental Agreement, your signature on the Rental Agreement will constitute authority for SSCR to obtain authorisation and/or payment. The signature will also constitute authority for the issuer of the card to debit you with the total amount due to SSCR (including but not limited to any damages or loss suffered by SSCR).

5.5. The rental charge payable by the Renter for the use of the Vehicle shall be the rental calculated for the entire rental period calculated at the rates and on the basis specified and agreed with the Renter as well as other charges for the services and benefits opted for or utilized by the Renter, including but not limited to, charges for one-way fee, delivery fee, airport transfers, refuel costs where vehicle is returned with less fuel than upon collection, cleaning fee for an excessively dirty vehicle, and all taxes levied on any amounts payable by the Renter.

5.6. You are liable for any damages and/or accidents that SSCR 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.

5.7. The Renter shall be liable for all fines, penalties and similar expenses, including but not limited to, parking, traffic and other offences, as a result of the use of the vehicle during the Rental Period and the Renter accordingly indemnifies SSCR against all such liability. SSCR reserves the right to charge an administration fee of N\$300 for each infringement or penalty notice that has been redirected to SSCR.

5.8. Equipment such as camping equipment, GPS, baby seat etc will be subject to SSCR's standard terms and conditions of rental with a maximum liability of N\$5,000.00 per item in the event of loss or damage.

5.9. No smoking is allowed in the vehicle and a fee of N\$3,500 will be charged to remove any smells, fumes and/or burn marks on the interior caused by smoking in the Vehicle.

5.10. In the event that you return the Vehicle to SSCR before the date due on the Rental Agreement, you shall pay either the usual rates and charges applicable to the period and/or kilometres actually used, or the rates and charges as if the full Rental Period occurred, at the sole discretion of SSCR.

5.11. In the event of an accident and/or if the Vehicle is stolen and/or lost, the amount of the damages, the total loss as suffered by SSCR or the amount reflected on the Rental Agreement is payable on such terms as imposed by SSCR at its sole but reasonable discretion.

5.12. If any amount, inclusive of VAT, is not paid on due date, SSCR may without prejudice to any rights it may have and subject to the provisions of the applicable Namibian legislation, charge interest on the overdue amount.

5.13. A certificate of any member, manager or accountant of SSCR, whose capacity need not be proved, as to any amount owed by the Renter to SSCR shall constitute prima facie proof of the amount due.

6. LIABILITY WAIVER

SSCR offers insurance options that cover damage to the Vehicle, and it should be noted that this is NOT a personal liability cover. SSCR highly recommends that travel and personal insurance is taken out prior to your departure to Namibia.

The Renter shall be liable for any loss of, or damage to, the Vehicle and any other expenses incurred in recovering the Vehicle during the Rental Period howsoever the loss or damage is caused and whether or not it is attributed to his fault or negligence, provided that none of the situations or circumstances set out in 6.1 is applicable, the Renter's liability in respect of each incident giving rise to such loss or damages as the case may be, shall be limited to the excess opted for in the Rental Agreement.

6.1. The Renter's liability shall NOT be limited if;

6.1.1. The loss or damage or the event giving rise thereto was caused by the fault or negligence of the Renter or the driver (whether authorized or not) of the vehicle; or

6.1.2. The loss or damage or the event giving rise thereto occurred in a situation where no physical contact is made with another vehicle or animal or object or person (in or on the road surface used) and that such situations shall specifically include but not be limited to circumstances as set out in relations to Exclusions (clause 6.6) in this agreement, damage caused as a result of the driver of the vehicle not adapting his speed to road conditions and damage occurring as a result of the negligence of the driver; or

6.1.3. At the time of the occurrence of the loss or damage or the event giving rise thereto the renter was in material breach, or was committing a material breach, of the Rental Agreement terms and conditions.

6.1.4. After occurrence of the loss or damage or the event giving rise thereto the Renter breaches any of the provisions of clause 7.

6.2. Accordingly, where 6.1 is applicable you shall pay to SSCR the cost of the repairs to the Vehicle or if the Vehicle has been stolen or damaged beyond repair, the Total Loss thereof in this event, any payment received for the liability Waivers shall be utilized as a part payment for the Total Loss suffered by us.

6.3. Insurance cover does not include;

6.3.1. Damage and/or Total Loss due to Renter and/or unauthorised driver negligence;

6.3.2. Damage and/or Total Loss sustained whilst the Renter and/or driver is in breach of any applicable laws or ordinances (including speeding);

6.3.3. Damage and/or Total Loss sustained where incidents are not reported as contemplated in clause 7,

6.3.4. Damage and/or Total Loss sustained where the incident takes place outside the Territory unless prior written authority for the Vehicle to be taken outside the Territory was obtained;

6.3.5. Damage and/or Total Loss sustained if at any time the vehicle is driven by an unauthorised driver;

6.3.6. Damage and/or Total Loss sustained where the vehicle was driven or used in a manner which prejudices SSCR's interests or rights therein and/or as prohibited in clause 4, at the sole discretion of SSCR;

6.3.7. Damage and/or Total Loss sustained where the Driver was not holding a valid unendorsed driver's licence at the time the damage or loss was sustained;

6.3.8. Damage and/or Total Loss sustained where an extension of the Rental Agreement is not authorised by SSCR and where the Rental Period has expired;

6.3.9. Damage and/or Total Loss from off-road driving (driving on a non-public road) and/or as a result of the vehicle being driven on a road that was not suitable for that vehicle as determined in the sole but reasonable discretion of SSCR;

6.3.10. The vehicle (at the time of damage or Total Loss) was driven by any person whose blood alcohol concentration exceeded the limit permitted by any law or regulation or whilst under the influence of intoxicating liquor, narcotic drugs or similar substances.

6.4. Notwithstanding anything in this agreement, SSCR shall not be obliged to make, institute or proceed with any claim which SSCR may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the Vehicle and accordingly, SSCR shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms.

6.5. Any tyre, glass and windscreen damage is excluded from the Standard and Reduced Excess Waivers if no theft or collision with another vehicle has occurred. A further Waiver for tyre and glass damage ("TGDW") may be purchased by you, at an additional cost, in respect of tyre damage, including but not limited to damage to the tyres only, and/or vehicle glass damage. The TGDW is valid only in instances where there has not been a collision with another vehicle and provided that you are not in breach of this agreement.

6.6. A non-refundable claim administration fee, assessor's fees and towing charges are payable by you for each incident, with the exception of mechanical breakdown, and are not included in any of the waiver charges, and is payable by you irrespective of who/what causes the damages;

6.7. SSCR offers the liability Waiver options below:

6.7.1. **STANDARD EXCESS**

An excess amount as per the Rental Agreement will be reserved on the Renter's credit card.

This option **excludes**: roll-over/overturning the vehicle due to negligence, single vehicle accidents (for example driving/reversing into any stationary object or vehicle), water, sand and/or mud damage, rim damage, underbody damage, sandstorm damage, damage to lights and side mirrors, tyre damage, windscreen or side window damage, any damage inflicted by animals, third party property damage, loss of life and personal property. The Renter shall be liable for the full amount of damage sustained.

6.7.2. **REDUCED EXCESS WAIVER ("REW")** – rentals of 5 days and more

This option is available at an additional fee per day and an excess amount as per the Rental Agreement will be reserved on the Renter's credit card.

This option **excludes**: roll-over/overturning the vehicle due to negligence, single vehicle accidents (for example driving/reversing into any stationary object or vehicle), water, sand and/or mud damage, tyre and rim damage, underbody damage, sandstorm damage, damage to lights and side mirrors, windscreen, rear or side window damage, any damage inflicted by animals, third party property damage, loss of life and personal property. The renter shall be liable for the full amount of damage sustained.

6.7.3. **SUPER EXCESS WAIVER** – rentals of 10 days and more

This option is available at an additional fee per day and zero excess will be charged. An amount as per the Rental Agreement will be reserved on the Renter's credit card to ensure the vehicle is returned refuelled, clean and returned to the agreed Rental Location.

This option **excludes**: roll-over/overturning the vehicle due to negligence, single vehicle accidents (for example driving/reversing into any stationary object or vehicle), water, sand and/or mud damage, underbody damage, sandstorm damage, damage to lights and side mirrors, tyre and rim damage, rear or side window damage, any damage inflicted by animals, third party property damage, loss of life and personal property. The renter shall be liable for the full amount of damage sustained.

This option **includes**: 1 x completely damaged tyre that requires replacement and all tyre repairs.

6.7.4. **TYRE DAMAGE WAIVER ("TDW")** – rentals of 5 days or more

1 x completely damaged tyre that requires replacement and all tyre repairs

7. RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE

If at any time the vehicle is involved in any accident or collision or lost or the vehicle or any part thereof is stolen, or is involved in any incident which could prejudice SSCR's rights, the Renter shall take every reasonable precaution to safeguard the interest of SSCR including but not limited to, the following where appropriate:

7.1. You shall notify SSCR immediately or as soon as possible after becoming aware of the occurrence and shall within 24 hours of the occurrence in question report the occurrence to the police in the nearest town/jurisdiction and furnish SSCR with a copy of the report and an accident case number;

7.2. You shall obtain the name(s) and addresses of everyone involved and of possible witnesses;

7.3. SSCR advises that photographs are taken of the incident, and if a third party is involved, to also take a photograph of the driver's licence of the person involved.

7.4. A damage report form is included in the Rental Pack in the vehicle. This must please be completed and submitted to SSCR along with a copy of the driver's licence within 48 hours;

7.5. You 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;

7.6. You shall make reasonable provision for the safety and security of the Vehicle and will not abandon the Vehicle under any circumstances;

- 7.7. You shall co-operate with SSCR and its insurer 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 you are requested to do so).
- 7.8. If the Renter is not the driver, then, without in any way reducing the Renter's obligation, the Renter shall ensure that the Driver complies with the provision of clause 7 and the Renter warrants that the driver will do so. If the driver does not comply with the conditions set out in this clause 7, you shall automatically become liable for all damages/loss including third party claims.
- 7.9. The Renter shall within 24 hours of receipt thereof furnish to SSCR (and if you are not the driver, you shall also ensure that the driver does) any notice of claim, demand, summons or the like which you or the Driver may receive in connection with the vehicle.
- 7.10. You shall not be entitled to tow our vehicle in any way, manner or form without our written consent, nor effect your own repairs to our vehicle without our written permission.
- 7.11. SSCR reserves the right to claim for all damages (including all damage to the Vehicle, which is not covered by the Liability Waivers), resulting from this Rental Agreement.

8. SSCR RENTAL AGREEMENT DUTIES

- 8.1. SSCR may elect to exchange the vehicle with an alternative vehicle in the event that the vehicle cannot be repaired at the place of breakdown or closest repair facility or agent in the event of a mechanical breakdown, but we are not obliged to do so.
- 8.2. SSCR may elect to supply an alternative vehicle should the Renter choose to continue the trip after the Renter was involved in an accident and/or caused any damage and/or loss as a result of negligence, but we are not obliged to do so. In this case the Renter will enter into a new Rental Agreement with new excess. No refund will be granted for days lost on the existing Rental Agreement.
- 8.3. SSCR shall determine the cost of any damages or repairs to the vehicle and its accessories upon the return of the Vehicle. Any quotations produced by us shall be prima facie evidence of such expenditure.
- 8.4. SSCR shall refund you for minor repairs, replacement tyres (if covered by TGDW or Super Excess Waiver), parts if we authorized or granted permission, subject to you supplying us with a tax invoice made out to: Sun & Sand Car Rental CC, PO Box 31309, Pioneers Park, Windhoek.

9. CANCELLATION POLICY

- 9.1. Any cancellation of the Rental Agreement must be submitted to SSCR in writing prior to the Renter taking possession of the vehicle in terms of the Rental Agreement.
- 9.2. The following cancellation policy will apply for all cancellations:
 - Cancellation occurs more than 30 days before rental: Full refund less any bank charges/fees incurred by SSCR
 - Cancellation fee where cancellation occurs 14 to 30 days before rental: 15% of full value of booking
 - Cancellation fee where cancellation occurs 7 to 13 days before rental: 25% of full value of booking
 - Cancellation fee where cancellation occurs 6 to 1 day before rental: 50% of full value of booking
 - Cancellation less than 24 hours before rental or a no-show: 100% of full value of booking

10. INDEMNITY OF SSCR BY RENTER

Save as is provided for in law and provided that there was no gross negligence on our part, SSCR shall not be liable for any damage and/or injury and/or death arising out of any defect in and/or mechanical failure of the vehicle, or any apparel therein including, but not limited to, a trailer and or a baby seat. SSCR shall neither be liable for any loss or damages to any property transported in or left in the vehicle, nor for any damages, injury, death, consequential loss, loss of profits, or any other damages which the Renter or the driver or any person transported in the vehicle or any other person may suffer arising out of this agreement or otherwise. SSCR accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstances. You indemnify us in full in this regard.

- 10.1. SSCR, its members, officers, employees, or agents are accordingly indemnified in terms of this clause 10 by the Renter or his estate against any claim of any nature whatsoever and howsoever arising for any damage or loss which might be instituted against it arising from or connected with or as a result of the renting of the vehicle contemplated in the Rental Agreement.

11. JOINT AND SEVERAL LIABILITY OF SIGNATORIES, RENTER AND/OR DRIVER

The Driver and Additional Driver(s) shall be liable jointly and severally for payment of all amounts due to SSCR in terms of and/or pursuant to the Rental Agreement.

12. TERMINATION

- 12.1. Notwithstanding anything to the contrary elsewhere in this agreement, SSCR may terminate the Rental Agreement at any time by notice to the Renter (oral or in writing subject to circumstances) whereupon you shall forthwith return the Vehicle to us.
- 12.2. In the event of the client failing to return the vehicle to SSCR, we shall be entitled at any time to take possession of the vehicle, wherever found and from whosoever has possession thereof.
- 12.3. The obligations of the client and the rights of the SSCR under this agreement shall continue in full force and effect until the vehicle has been returned to us and the client has complied with all his obligations in terms of this agreement.
- 12.4. The client shall be liable for and pay any costs incurred in recovering the vehicle in terms hereof.

13. GENERAL

- 13.1. The Rental Agreement is the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 13.2. All of the provisions of the Rental Agreement shall be severable, and no provision shall be affected by the invalidity of any other provision of this agreement. If any part or portion of this Rental Agreement has been deemed to have been struck out and/or be declared a prohibited practice or the like in terms of the applicable Namibian law, the effect of which is to adversely

affect the rights of SSCR to receive payment of any nature or enforce its rights, the parties undertake to agree to new provision(s) relating to such subject matter(s) within a reasonable time but in any event not later than seven (7) days from such provision being struck out or being declared prohibited; provided that such new provision shall, as far as is possible, place the parties in a similar position as provided for in the Rental Agreement before such striking out or prohibition declaration.

- 13.3. 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 or otherwise affect any party's rights in terms of this Rental 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 and without notice. The Renter authorises SSCR to insert any vehicle and rental rate particulars in the Rental Agreement that are not known or are unavailable at any time of signature.
- 13.4. This Rental Agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of Namibia.
- 13.5. The party's consent to the jurisdiction of the relevant Magistrates Court, should SSCR, at its election, bring legal proceedings in the Magistrate Court, irrespective of whether the amount involved exceeds the jurisdiction of the Magistrates Court. The parties further agree that SSCR may institute any such action or proceedings in any division of the High Court that may have jurisdiction in its sole discretion.
- 13.6. The Renter shall not be entitled to cede any of his/her rights or assign any of his/her obligations under this Rental Agreement or to rent or part with possession of the vehicle, its tools or equipment or any part of it.
- 13.7. If SSCR institutes any legal proceedings against the Renter, it shall be entitled to recover from the Renter all the legal costs it incurred with its own attorneys in accordance with their usual charges and assessed as between attorney and own client, including but not limited to collection commission and tracing agent charges.
- 13.8. The Renter chooses the address specified in the Rental Agreement as his domicilium citandi et exectandi (i.e., address for service of all legal processes).
- 13.9. Notwithstanding anything to the contrary, the Renter explicitly authorises SSCR to make use of any and all personal information provided to us for purposes of tracing and recovering (which includes triangulation of cellular phones, in accordance with the Electronic Transactions Act 4 of 2019) any vehicle that is not returned to SSCR at the agreed time and date reflected in the Rental Agreement.

Signed by _____
(Full name)

Passport No: _____ of the Renter

at _____ (place)

on _____
(date)

who confirms having read and understood the terms and conditions hereof.

Renter's signature:-----