



Adventure Bots Pty Ltd Trading as Chobe4x4 Rental Agreement

**TERMS AND CONDITIONS OF HIRE**

01 January 2023 - 31 DECEMBER 2023 (Issue date 05/03/2023) V19

This Terms and Conditions ("Agreement"), is made by and between Adventure Bots Pty Ltd Trading as CHOBE4x4, a limited liability corporation organized under the laws Botswana, with an address of Office 5 Kasane Airport Kasane Botswana. Known in this contract as The Company and or CHOBE4X4

Botswana and .....Guests Full Name

Known in this contract as the Hirer

Passport Number of Hirer.....

This agreement clearly lays out the Terms and Conditions that the Hirer accepts when signing this agreement.

The Hire accepts he is hiring vehicle Toyota Land Cruiser Registration Number.....

This Agreement is effective ..... 2023 ("Effective Date").

STANDARD RATES FOR DAILEY VEHICLE HIRE IS INCLUSIVE OF THE FOLLOWING:

- Unlimited kilometers
- Airport / Hotel Transfers (Within 25kms from primary depots)
- 2 x Drivers (third, fourth and fifth driver charged separately)
- Living, kitchen & sleeping equipment
- Full water tank and 3kg gas bottle(s) on pick up
- Standard Excess Insurance Cover (BWP 30000.00 excess will be pre authorized to the Hirer credit card)
- 12% in Botswana VAT
- Credit Card Fees
- Assistance (08h00 – 16h00)
- In car GPS Tracks For Africa
- Fuel Tank on Empty due to the extended range fuel tanks

Standard Rates Exclude:

- Super Cover with a security deposit of BWP450.00
- Standard excess cover of 30000.00 blocked on the Hirer the credit or debit card nominated at the Start of the Rental
- **Double standard cover excess applies for single car accident this will be charged to the hirer's credit card.**

Minimum Age, Minimum Rental Duration and Costings

Minimum Age of rental is 28 yrs old, Minimum rental period: 7 days from 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 24hr cycle.**

The Hirer acknowledges & grants permission to Adventure Bots Pty. Ltd trading as Chobe4x4 to charge the credit or debit card nominated at the Start of the Rental, as agreed in the Rental Agreement to which these terms and conditions apply, with any charges due to the hirer under the Rental Agreement, at any time during and after the rental period. The day of pick-up and drop off of Fully Equipped vehicles are counted as full days irrespective of the time collected and returned. Double standard cover excess applies for single car accident this will be charged to the hirer's credit card.

Excess 30000.00 Standard excess

Credit Card Information

Card Type:  MasterCard  VISA  AMEX

Cardholder Name (as shown on card): \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiry Date (mm/yy): \_\_\_\_\_

I, \_\_\_\_\_, authorize ADVENTURE BOTS PTY LTD to charge my credit card above for any damages, equipment or charges due. I understand that my information will be saved to file for future transactions on my account.

Cardholders Signature .....

NAME.....

DATED.....

Depots

Primary:

Botswana: Kasane

Botswana: Maun Minimum one weeks' hire

Secondary:

As per the attached schedule – charges apply

Office Hours: Rental Locations

Monday to Saturday: 08h00 – 16h30 (last handover at 15h00, last return at 16h00)

Sunday: 08h00 – 13h00 (last handover at 11h00, last return at 12h00)

After Hour surcharge applies at a cost of BWP 400.00 per collection or return outside of the normal Office hours. After hour operations are as follows:

Sunday: 13h00 – 16h00

Public Holidays 08h00 – 16h00

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

All branches are closed 25 December (Christmas Day)

## 1. COLLECTION

Vehicle handover can take approx. 2-3 hours, depending on the questions asked and hirer feedback. Fuel in the fuel tanks are handed over on empty due to the extended range fuel tanks. This involves a thorough explanation and demonstration of the vehicle and its equipment. Kindly note that signing the vehicle condition report is an acceptance of the condition of the vehicle. CHOB4X4 must be notified within the first 12 hours of collection (clutch damage within the first 2 days of collection) should the Hirer experience any glitches, problems, malfunctions or discomfort. 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.

## 2. RETURN

When returning the vehicle, please set aside an hour for the vehicle and equipment to be checked.

The vehicle will be thoroughly inspected within 60hrs of the return of the vehicle by the companies mechanical team. Should the company find any damage or missing equipment to the vehicle The Company reserves the right to charge for this damage as laid out under this agreement.

Although we request that the vehicle be returned with the level of fuel in the fuel tank as on pickup, should top-ups be required, the fuel amount will be deducted from the Hirer's nominated credit card. Should the amount of fuel exceed the amount indicated in the tanks and or jerry cans on vehicle handover The Company will not be liable to reimburse the Hirer for any fuel that exceeds the amount indicated in the tanks and or jerry cans. Excess fuel left in the vehicle will be at the Hirers expense.

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 **BWP 600.00**. Any vehicles returned later than the agreed return date, or outside of normal office hours (without prior arrangement), will be charged at a full day's rental per calendar day.

The company reserves the right to charge a cleaning fee of BWP 600.00 in the event that the rental vehicle is returned in a dirty condition. The company at its sole discretion reserves the right to determine whether a vehicle is extremely dirty in a true and fair manner. An extremely dirty rental vehicle will include but not limited to when the rental vehicle/s possible damages cannot be assessed properly. The Engine and Engine bay should never be cleaned.

The Hirer knows and understands that no smoking in the rental vehicles are allowed, and that a fee of BWP 1650.00 will be charged to remove any fumes or smells caused by smoking from the rental vehicle.

Chobe4x4 does not reimburse the hirer for any fuel left in the tanks on the vehicle return.

If any relocation of the vehicle is required a fee of Minimum of 3500 will be charged to the hirers credit card.

### 3. LICENSE

A valid USA, EU, UK, or RSA or an ENGLISH international driver's license for vehicles less than 3500kg, is required. China (CCP) Mainland licenses are not considered valid licenses.

### 4. MINIMUM AGE

The minimum age permitted to rent is 23 years and the maximum is 75 years.

### 5. TOLL POLICY

For all rentals departing and/or returning to our Johannesburg depot will be charged a fee of BWP per rental agreement. This fee will be included in your quotation when applicable. Toll tags are installed in all our vehicles. These tags are debited with gantry levies in open gates on debit at toll gates on the major roads in Botswana that carry the Toll logo.

### 6. LIABILITY OPTIONS:

CHOBE4X4 offers 2 liability cover options, namely, Standard & Super Cover. This cover is NOT a personal liability cover, but cover for damage to our vehicles and/or 3<sup>rd</sup> party property only. Details below:

The insurance covers the Chobe4x4 vehicle and third party only. It does not cover any injuries, personal damage whatsoever. Double standard cover excess applies for single car accident this will be charged to the hirer's credit card. **Double standard cover excess applies for single car accident this will be charged to the hirer's credit card.**

#### Standard Cover

This cover carries an excess of BWP 30000.00 which is applicable in the event of any accident or damage to either our vehicle or third party property. This excess of BWP30000.00 is pre-authorized on the Hirer's Visa or MasterCard credit card at the time of collection. Double standard cover excess applies for single car accident this will be charged to the hirer's credit card. Funds will only be deducted from this amount, should the Hirer return the vehicle and/or equipment in a damaged condition or for any 3<sup>rd</sup> party damage. Should the vehicle be damaged beyond use or stolen a replacement vehicle is not included in any of the insurance cover options. A replacement can be supplied but a new contract applies and all costs are for the Hirer's account. Or in breach of this agreement. Double standard cover excess applies for single car accident this will be charged to the hirer's credit card.

If no claims exist, this excess is released within 21-30 working days from date of return, by the Hirer's financial institution. Standard liability cover does not include repair to or replacement of Tyres and Rims and windscreens.

Exceptions to standard cover:

Double standard cover excess Bwp 30000.00 applies for single car accident this will be charged to the hirer's credit card total of BWP60000.00

Rollovers are not covered by any insurance cover. The customer will be Liable for the value of the Vehicle. The value of the vehicle is BWP 900000.00

Windscreen damage is not covered under standard cover.

Tyres and Rims are not covered under standard cover. Tyres and Rims replacement is not covered.

The renter is responsible for the replacement, repairing of flat or punctured Tyres and Rims.

Tyres and Rims are then susceptible to damage especially on uneven surfaces. When replacing a Tyres and Rims, please ensure that it is a new Tyres and Rims of the same brand, size and that it has a ply rating of 4mm or more. Reconditioned, second hand or re-treaded Tyres and Rims are NOT acceptable.

The renter is required to check the Tyres and Rims pressure when the Tyres and Rims are cold (i.e. not after travelling for more than 10km), at regular intervals. All Tyres and Rims should be checked, including spares. The company's minimum tread requirement is 4mm which is within the Botswana Road Ordinance limits of 3mm.

Water damages and secondary damage therefore are not covered by any insurance cover.

Suspension damage and secondary damage therefore are not covered by any insurance cover.

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

Any terms of the rental contract is breached;

Damages are sustained whilst the hirer / driver is in violation of any traffic laws or ordinances;

Damage to the vehicle is caused by careless, willful or reckless driving. This includes:

Driving under the influence of alcohol or drugs

Driving on restricted or unrecognized roads

Driving over the speed limits

Not adhering to the vehicle height and width restrictions;

Related to water submersion or salt water damage:

A vehicle may not go through water higher than 30cm in depth;

The vehicle was driven in a country in which written approval was not obtained from Adventure Bots trading as Chobe4x4;

The hirer is responsible for any damages or accidents that Adventure Bots trading as Chobe4x4 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.

Adventure Bots trading as Chobe4x4 is not responsible for any damage or theft to items of a personal nature. Travel and personal insurance is highly recommended.

The vehicle will be thoroughly inspected within the 60hrs of the return of the vehicle by the companies mechanical team. Should the company find any damage to the vehicle The Company reserves the right to charge for this damage as laid out under this agreement.

#### Super Cover

A daily rate is charged per day as per your quotation/rental agreement the charge is:

| Age   | Usd per day   |
|-------|---------------|
| 30-40 | Not Available |
| 40-45 | BWP 800.00    |
| 46-55 | BWP 700.00    |
| 56-75 | BWP 600.00    |

per day. This cover is a no excess cover for a two or more car accident only and is applicable to the vehicle and third party property damage and includes the cost of replacing or repairing of windscreens, radio theft and recovery costs. A security deposit of BWP380.00 is pre-authorized on the Hirer's Visa or MasterCard credit card at the time of collection to ensure that the vehicle is returned to the agreed location, on the agreed date, in a clean condition and no items are lost or damaged. Should the vehicle be damaged beyond use or stolen a replacement vehicle is not included in any of the insurance cover options. A replacement can be supplied but a new contract applies and all costs are for the Hirers account.

The security deposit is fully refunded within 21-30 working days, after date of return, should all the terms and conditions be adhered to.

#### Exceptions to Super Cover AND Standard Cover:

**Double standard cover excess applies for single car accident this will be charged to the hirer's credit card.**

**Rollovers are not covered by any insurance cover. The customer will be Liable for the value of the Vehicle. The value of the vehicle is BWP 600000.00**

**Any damaged caused by wildlife inclusive of mammals and rodents,**

**Tyres and Rims Damage is not covered**

**The renter is responsible for the replacement, repairing of flat or punctured Tyres and Rims. The driver should not exceed the road traffic ordinance speed limits of 120km/h on tarred roads, and 80km/h on gravel/sealed or corrugated roads.**

**For your safety, Chobe4x4 recommends a speed of 100km/h on tarred roads, and 50km/h on gravel/sealed or corrugated roads, and 30km/h in National Parks. Tyres and Rims get hot and pressures increase at higher speeds. Tyres and Rims are then susceptible to damage especially on uneven surfaces. When replacing a Tyres and Rims, please ensure that it is a new Tyres and Rims of the same brand, size and that is has a ply rating of 4mm or more. Reconditioned, second hand or re-treaded Tyres and Rims are NOT acceptable.**

**The renter is required to check the Tyres and Rims pressure when the Tyres and Rims are cold (i.e. not after travelling for more than 10km), at regular intervals. All Tyres and Rims should be checked, including spares. The company's minimum tread requirement is 4mm which is within the Botswana Road Ordinance limits of 3mm.**

**Water damages and secondary damage therefore are not covered by any insurance cover.**

**Suspension damage and secondary damage therefore are not covered by any insurance cover.**

**The hirer is fully liable for any damage and cleaning costs to the vehicle or the vehicle of the third party property if:**

**Any terms of the rental contract are breached;**

**Related to water damage or water damage due to submersion or muddy water damage resulting in Water and Mud damage to the engine, engine pulleys, chassis, undercarriage, electrical system or any other component on the vehicle damaged by water and or mud. This includes but is not limited to wading, driving through water and mud be it on or off road is not covered any insurance cover.**

**Damages are sustained whilst the hirer / driver is in violation of any traffic laws or ordinances;**

**Damage to the vehicle is caused by careless, willful or reckless driving. This includes:**

**Driving under the influence of alcohol or drugs**

**Driving on restricted or unrecognized roads**

**Driving over speed limits**

**Not adhering to the vehicle height and width restrictions;**

**A vehicle may not go through water higher than 30cm in depth;**

**Driving on any pans including but not limited to Sau and Makgadikgadi pans**

The vehicle was driven in a country in which written approval was not obtained from Adventure Bots trading as Chobe4x4;

The hirer is responsible for any damages or accidents that Adventure Bots trading as Chobe4x4 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.

Adventure Bots trading as Chobe4x4 is not responsible for any damage or theft to items of a personal nature. Travel and personal insurance is highly recommended.

Further exceptions to cover on below please read the carefully.

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

**In the case of clutch or water or mud damage the following is applicable: The repairs and recovery (towing) costs of the vehicle is the responsibility of the hirer. The following recovery / replacement rates will apply: Within Botswana BWP25.00 per kilometer. Should a replacement vehicle be required, the company will not replace the vehicle.**

#### 7. CLAIMS HANDLING FEE

A handling fee of BWP 380.00. is charged on all damage/accident claims irrespective of the liability cover option taken.

Please note applicable taxes as well as any additional charges for handling in the event of a single car accident or lost equipment or damaged equipment will be charged. These may be surcharges and/or recovery fees to recover certain costs.

#### 8. 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: Double standard cover excess applies for single car accident this will be charged to the hirer's credit card.

The incident:

All accidents and or Vehicle Theft must be reported to CHOBE4X4, and by law, to the Local Police within 24 hours. An AR (accident report) or case 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 Hirer becomes fully liable for all costs. We advise that you 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 CHOBE4X4 in order to process the incident.

Procedure:

Contact Chobe4x4 immediately in the event of an accident or theft on +26771647740, +2677173458

Complete the below Damage & Theft report form, hand into Chobe4x4office within 24hrs.

All incidents must be reported to the police within 12hrs and a case number must be obtained.

Insufficient details on the Damage & Theft report form may result in waivers being negated.

The vehicle:

The Hirer is responsible for the recovery of the damaged vehicle to the original rental branch depending on the liability cover option taken. A replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made. CHOBE4X4 reserves the right to withhold a replacement vehicle; this does not entitle the hirer to any refund or claims against CHOBE4X4.

If the Hirer requires a replacement vehicle to be delivered, charges will be levied according to the liability cover option taken on the rental.

If the Hirer is not able/willing to take a replacement vehicle, no refunds for early termination of the contract will be considered. Should the Hirer 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 BWP 30000.00 pre-authorization on the nominated credit card. Super waiver cover is not available on a replacement vehicle.

Should the applicable excess be charged, and should CHOBE4X4 be successful in the reimbursement of that amount by the 3<sup>rd</sup> party, this amount will be refunded to the Hirer. This process could take up to three years.

Exceptions & Conditions:

Exclusions of all insurance cover options both super cover and standard cover:

The Hirer is fully liable for any damage to the CHOBE4X4 vehicle and equipment issued with the Vehicle or third party property if:

- Any terms of the rental contract are breached;
- Water damage or water damage due to submersion or muddy water damage resulting in Water and Mud damage to the engine, engine pulleys, chassis, undercarriage, electrical system or any other component on the vehicle damaged by water and or mud. This includes but is not limited to wading, driving through water and mud be it on or off road.
- Damages are sustained whilst the Hirer/driver is in violation of any traffic laws or ordinances;
- Damage to the vehicle is caused by negligence, careless, willful or reckless driving. This includes but is not limited to:  
Driving under the influence of alcohol or drugs or prescription medication that does not recommend operating machinery.  
Driving on restricted or unrecognized roads, driving off road for whatever reason including but not limited to driving on dunes, driving on pans, driving through any bush areas, any rocky areas, any water areas even if tracks for Africa shows a disused track or disused off road track.  
Driving over the road ordinance speed limits.  
Not adhering to the vehicle height and width restrictions.  
Driving in four-wheel drive high or low range on tar or asphalt roads.  
Damage is incurred due to incorrect use of the diff lock.  
Damage due to not adhering to the owner's manual provided in each car.  
Related to water submersion or salt water damage.  
A vehicle may not go through water higher than 30cm in depth.  
Smoking in the vehicle.  
A rear-end collision occurs. Rear End Collisions are excluded any insurance cover Factors contributing to rear-end collisions include driver inattention or distraction, tailgating, panic stops, and reduced traction due to wet weather and or driving within 50m from the vehicle in front of the hired vehicle.
- The vehicle was driven in a country in which written approval was not obtained from CHOBE4X4;
- If the vehicle is abandoned and no contact is made by the Hirer to CHOBE4x4 Rental within 2 calendar days.
- Damage is incurred due to incorrect use of the hand brake;  
The damage is to the clutch (An allowance of up to three days after collection is given, in which time a faulty clutch can be reported. Thereafter, it is deemed as the Hirer's responsibility). The customer is then liable for:  
The cost of the clutch kit which is BWP 25000.00 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; The customer will be Liable for the value of the Vehicle. The Vehicle value is BWP 9000.00.
- The incorrect fuel is pumped into the fuel tank and/or fuel in the water tank will incur a BWP 2000.00 cost. CHOBE4X4 advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused;
- Under carriage damage is not covered. 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.
- Fire due to any buildup of vegetation stuck in the undercarriage. The under carriage should be inspected often to avoid this when driving on tracks, dirt roads, in national parks and or any untarred road. This is the hires responsibility. The Vehicle value is BWP 900000.00
- Towing is not permitted under any circumstances.
- Animal damage and any damages cause by animals is not covered any insurance cover.
- Suspension damage and secondary damage therefore are not covered by any insurance cover
- **Tyres and Rims and windscreen damage are not covered by any insurance cover.**

The Hirer is responsible for any damages or accidents that CHOBE4X4 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.

Please note that should the vehicle need to be repaired for a single car accident, The Hirer is reasonable for lost days hire for the vehicle while it is been repaired at a daily rate of Bwp 3500.00 per day for a maximum of 5 days.

CHOBE4X4 is not responsible for any damage or theft to items of a personal nature. Travel and personal insurance is highly recommended.

Chobe4x4 vehicle and equipment supplied with the vehicle the hirer agrees to hold harmless, indemnify and defend equipment owner (including equipment owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury,

personal injury, emotional injury, property damage, or financial damage, which may result from any person using the equipment while the equipment is in the care of user, regardless of whether such injury or damage results from the negligence of the equipment owner (including equipment owner's agents, employees and representatives) or otherwise.

PLEASE READ THE ABOVE EXCEPTIONS AND EXCLUSIONS AND SIGN HERE THAT YOU UNDERSTAND AND AGREE WITH THE ABOVE EXCEPTIONS AND EXCLUSIONS.

Hirer SIGNED .....

NAME.....

DATED.....

WITNESS .....

WITNESS .....

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

- In the case of clutch or water damage the following is applicable
  - The repairs and recovery (towing) costs of the vehicle is the responsibility of the Hirer. The following recovery / replacement rates will apply:
- Within Botswana:
  - BWP 16.00 per kilometer
- Outside of Botswana:
  - BWP 30.00 per kilometer
- Should a replacement vehicle be required, CHOBE4X4 will replace the vehicle within 48 hours in Botswana and 60 hours outside Botswana borders.
- A new pre-authorization for the standard cover excess, will be blocked on the nominated Visa or MasterCard credit card for the replacement vehicle.

9. ENTIRE AGREEMENT / NON-VARIATION

This document contains the entire agreement between the Hirer and the Company, 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 Hirer and an authorized employee of the company. 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.

10. DOMICILUM CITANDI ET EXECUTANDI

The Hirer chooses the address stated on the face of the agreement as registered/legal address. The Company chooses its registered address of Chobe4x4 Kasane Airport Kasane Botswana

11. JURISDICTION

This agreement will be governed by and interpreted in accordance with the laws Botswana.

12. GOVERNING LAW

The company and the Hirer hereby agree and consent that this rental agreement will be governed and be enforced in terms of the applicable Botswana laws.



### 13. CONSENT TO JURISDICTION

The Hirer and the company both consent to the jurisdiction of the Botswana Court, notwithstanding the subject matter or cause of action involved, or irrespective whether the claim may exceed the jurisdiction of the court of Botswana

### 14. LEGAL COSTS AND/OR EXPENSES

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

### 15. JOINT AND SEVERABLE LIABILITY OF AUTHORIZED DRIVERS

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

### 16. AUTHORIZATION TO CREDIT SEARCH AND CONFIRMATION

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

### 17. AIR-CONDITIONING

The air-conditioning supplied in the cabin of the vehicle, is designed to be used in Southern African weather conditions. In regions where the temperatures reach in excess of 30 degrees Celsius, or the humidity is higher than 60%, the unit may not work as effectively. 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-conditioner must be switched off to prevent damage. The company is not responsible for air conditioning working in the vehicle working due to the nature of the terrain and high temperatures of the region.

### 18. 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 for any dust ingress of any nature, will not be considered.

### 19. PAYMENT

CHOBE4X4 does not accept CASH or CHEQUE as payment in any way.

Valid Visa and MasterCard credit cards, payments are accepted for rentals.

Pre-authorization: CHOBE4X4 only accepts valid Visa and MasterCard credit cards that are embossed, in order to place the pre- authorization for liability cover / security deposits and excesses.

The holder of the credit card needs to be present at vehicle collection.

CHOBE4X4 is not responsible for any currency fluctuations that may occur in any transactions. FULL PAYMENT must be received 30 days prior to date of collection.

### 20. EQUIPMENT

All vehicles are supplied with equipment (unless otherwise agreed upon). Our liability cover options do not cover any equipment supplied with the vehicle. Any loss or damage to the equipment including items such as GPS SD card, fridges, compressors, tents, pots, pans crockery and cutlery etc. will be charged to your credit card. Should any of your equipment malfunction during the rental period, CHOBE4X4 is not liable to provide a replacement vehicle. Repairs can be made according to clause 24 named Vehicle Repairs. Equipment Owner, being neither the manufacturer, nor a supplier, nor a dealer in the equipment, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. User accepts the equipment "AS IS." Notwithstanding the provisions of this Agreement, Guest agrees that usage of any equipment supplied is in or on the vehicle is used solely at the hirer own risk. The Hirer hereby indemnifies Chobe4x4 and all its personnel for all damage or loss suffered by the Customer or any third party, should the equipment be used for any other purpose as it was designed for. The Customer confirms that it uses the goods at its own risk and indemnifies Chobe4x4 against any claims of any nature brought against it by the Customer, employees, agents or representatives or third parties arising out of the use of the equipment while under the control of the Hirer in terms hereof and all costs and

expenses or representation shall be binding on the Hirer. Chobe4x4 does not undertake to furnish the Customer with any technical advice, but should it do so, it does not warrant the correctness thereof.

#### 21. FUEL

The hirer may refuel the vehicle to the same fuel level the you received when the hirer picked up the vehicle, or if you choose not to refuel the vehicle to the same fuel level, you will be charged the local Chobe4x4 rate which is typically above the local pump price. Any fuel returned in jerry cans or above the amount received when you picked up the vehicle is not refundable.

#### 22. ROAD RESTRICTIONS

4x4 Equipped vehicles are allowed to be driven on public bitumen/tar roads or gravel roads as well as on public recognized 4x4 tracks in Botswana, and Zambia. CHOBE4X4 does allow our vehicles to enter the following countries Zambia, Kenya, Angola, Malawi or Tanzania with special written permissions and insurances. Chobe4x4 does not allow its vehicle to be driving before sunrise and after sunset for whatever reason and this will render any and all insurances null and void and will breach the terms and conditions of this contract . It is forbidden to drive off road for whatever reason and this will render any and all insurances null and void and will breach the terms and conditions of this contract.

#### 23.CROSS BORDER DOCUMENTATION

A once off cross border fee per vehicle per rental of BWP 350.00 applies for cross border documentation into South Africa, Lesotho, Namibia, Zambia, Zimbabwe and Swaziland. The vehicle documentation is for the vehicle cross border requirements ONLY. CHOBE4X4 are 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 hirer'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 Hirer's passport & driver's license to be received seven days prior to collection.

A once off cross-border surcharge is applicable when leaving Botswana borders. This is a once off charge irrespective of how many borders are crossed. See the applicable fees below.

BWP 380.00 fee is applicable for the countries of Botswana, Namibia, Zimbabwe, Zambia, and Southern Mozambique (south of the Zambezi River). If the vehicles are collected in a neighboring country and no borders are crossed, then the cross border fee is not applicable but only the delivery surcharges as listed previously. As an example if the vehicle is collected and dropped off in Namibia and no borders are crossed then no cross border fee is applicable.

BWP 3000.00 fee is applicable for the countries of Malawi, Tanzania, Uganda and Kenya on request

#### 24.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 BWP1150.00 may be affected without prior authorization from CHOBE4X4 and such repairs will be reimbursed, on the submission of a claim with original receipts attached. will require verbal/telephonic approval from CHOBE4X4 on-road assistance. (The numbers are 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 part, approval must be obtained from your collection branch. Should permission be granted by CHOBE4X4 for an overnight stay in a lodge, due to repairs, a maximum allowance of BWP 1150.00 per night per vehicle is granted for a maximum of one night in Botswana, and two nights outside of Botswana.

Should a replacement vehicle be required due to a mechanical fault not due to negligence, CHOBE4X4 will replace the vehicle within 60 hours in Botswana and 60hrs outside of Botswana, at no extra cost to the Hirer.

#### 25.KEYS

CHOBE4X4 must be informed of keys lost or locked inside a vehicle. The replacement or recovery of keys is for the Hirer's account. CHOBE4X4 cannot be held liable for any time/days lost and/or accommodation or any other costs incurred, due to the replacement or recovery of keys.

#### 26.TYRES AND RIMS

The Hirer is responsible for the replacement and the repairing of flat or punctured Tyres and Rims. The driver should not exceed the road traffic ordinance speed limits of 120km/h on tarred roads, and 60km/h on gravel/sealed or corrugated roads. For your safety, CHOBE4X4 recommends a speed of 100km/h on tarred roads, and 60km/h on gravel/sealed or corrugated roads, and 30km/h in National Parks. Tyres and Rims get hot and pressures increase at higher speeds. Tyres and Rims are then susceptible to damage especially on uneven surfaces. When replacing a Tyres and Rims, please ensure that it is a new Tyres and Rims of the same brand, size and that is has a ply rating of 4mm or more. We only use **BFG 265/75/16 A/T**. Reconditioned, second hand or re-treaded Tyres and Rims are NOT acceptable. The Hirer is required to check the Tyres and Rims pressure when the Tyres and Rims are cold (i.e. not after travelling for more than 10km), at regular intervals. All Tyres and Rims should be checked, including spares. The company's minimum tread requirement is 4mm which is within the Botswana Road Ordinance limits of 3mm.

27. TRACKING:

All CHOBE4X4 vehicles are fitted with approved tracking devices. Tracking is monitored in all Southern Africa destinations as allowed by CHOBE4X4. CHOBE4X4 reserves the right to repossess the rental vehicle at any time if it is found illegally parked, being used to violate the law or appears to be abandoned and if the Hirer is in breach of any terms or conditions of the rental agreement.

28. INFRINGEMENTS

The Hirer 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 BWP 500.00 for each infringement or penalty notice that has been redirected by CHOBE4X4 to the Hirer.

29. 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. The deposit paid up to 20% of the total invoice at time of booking is nonrefundable.

|                               |                  |
|-------------------------------|------------------|
| 30 days before collection     | Full Refund 100% |
| 29 – 7 days before collection | Refund of 25%    |
| 7 – 1 day before collection   | No Refund 0%     |
| No show                       | No Refund 0%     |

30. 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 subject to availability.

| MANDATORY ITEMS                                      | CHARGE                             |
|--|------------------------------------|
| Contract Fee   | BWP 0 per rental                   |
| Toll / Admin Fee                                     | BWP 500.00                         |
| After Hours Surcharge                                | BWP 400.00 per collection / return |
| All claims admin fee (payable on claim submission)   | BWP 400.00                         |
| Traffic fine admin fee (Payable if a fine is levied) | BWP 500.00                         |
| Transfers between 25km and 70km of our depot         | BWP 550.00                         |

| OPTIONAL ITEMS    | CHARGE  |
|-------------------|---|
| Baby / Child Seat | BWP 220.00 per rental                                     |
| Additional Driver | BWP 180.00 per driver from 3 <sup>rd</sup> driver onwards |

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 depots or a secondary and secondary depot.

Please refer to the ONE WAY, DELIVERY/COLLECTION FEES schedule.

Please also note that vehicles that are delivered to a secondary location, may be handed over with a low level of fuel in the fuel tank.

|                               |             |
|-------------------------------|-------------|
| Maun - Maun / Kasane - Kasane | BWP 0.00    |
| Maun - Kasane / Kasane – Maun | BWP 3500.00 |

Any other one way deliveries or collections will need to be quoted for. Drop off and deliveries will be charged for at the companies discretion.

Should the vehicle be left outside of Maun or Kasane the company reserves the right to charge at its discretion a collection fee.

31. SUBSTITUTIONS

If, for reasons beyond our control, the reserved vehicle is not available, CHOBE4X4 reserve the right to substitute a comparable or lessor vehicle at no extra cost to the Hirer. This shall not constitute a breach of contract and does not entitle the Hirer to any form of refund or claim against CHOBE4X4.

### 32. TAXES & CURRENCY FLUCTUATIONS

14% VAT in Botswana. All rates are quoted in BWP CHOBE4X4 is not responsible for any currency fluctuations that may occur in any transaction. Terms and conditions are subject to change in accordance with changes in government taxes

### 33. GENERAL

Any claims or legal action in connection with the provision of our services to the hirer will be governed by the laws of Botswana. Any claim or legal action against the suppliers is likely to be subject to the terms and conditions of our contract with them.

- All Locations in are charged in BWP daily rates.
- Whilst including the same facilities, some 4x4 equipped vehicles may have different layouts and or equipment types to those shown. All measurements and volumes shown are approximate. The information provided is subject to change without notice.
- Towing is not permitted under any circumstances.
- The information provided is subject to change without notice.

The Hirer acknowledges that he/she is aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures. The Hirer is responsible to look after and maintain the vehicle during use and to return the vehicle in good order, fair wear and tear accepted. In the event of the vehicle accident equipment, belongings tools, spares or broken during use being lost or damaged during the rental period, the Hirer shall be liable to cover the cost of replacement or repair and to make good on any shortages or damages to the vehicle. Insurance cover is not included and will not cover accident loss or damage due to theft and collision damages but not lost items or damages due to carelessness or negligence.

Cross border travel – written authorization is required for any travel outside of Botswana.

CHOBE4X4 is not responsible for any fines, levies or other extraordinary expenditure.

### 34. ENVIRONMENTAL LAWS

The Company is opposed to hunting in all and any forms and killing or injuring, destroying of any and all fauna and flora in any forms whatsoever legal and or illegal, and as such reserves the right to cancel this contract and all reclaim charges against the Hirer or passengers of the hired vehicle that transgress the above. The company reserves the right to lay criminal charges against Hirer and or any passenger of the hired vehicle should the hire transgress any Environmental laws of Botswana. Please note that members of any hunting society, club or as an individual will not be approved for renting the vehicles from the company.

### 35. EQUAL OPPORTUNITY

It is the policy of the company to ensure equal rental opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic.

### 36. VEHICLE VALUE

The Vehicle value is BWP 900,000.00

### 37. ADDITIONAL CONDITIONS

Deliveries and collections of vehicles from 8 am to 5 pm are included in the rental cost.

Collections and deliveries of vehicles or airport collections and drop off outside of this time will attract a fee as per our standard rate.

Botswana: vehicles can be delivered and /or collected in all major centres (Relocation fees will apply)

Vehicles are available in Botswana and Zambia (rates as per our standard rate sheet)

Delivery or collections must be arranged and confirmed prior to rental.

Vehicles must be returned in the same condition as received.

Vehicles are supplied with a quarter or less fuel tank and customers are expected to return the vehicle with the same amount of fuel, failing which the hirer will be charged for the additional fuel.

Rentals beyond the stipulated termination date must be authorized by Chobe4x4

Rentals terminated earlier than the stipulated termination date are not refundable

Should the hirer request that all equipment be checked at the time of return, it is the hirer's responsibility to ensure the vehicle is returned with sufficient time to conduct this service. After hour fees apply.

The obligations of the hirer and the rights of CHOBE4X4 under this agreement shall continue in effect for an unspecified period of time until any claims by CHOBE4X4 have been settled to the satisfaction of CHOBE4X4.

. Third party cover: the standard insurance cover includes third party cover for Botswana only. Third party cover for any other country must be purchased at the port of entry.

Please note that: In the event of a single vehicle accident a double standard excess is payable by the hirer The hirer is fully liable for any damage to the vehicle or third party property if: • the terms of the rental contract are breached • the damages are sustained whilst the hirer/driver is in breach of any traffic laws or ordinances • damage to the vehicle is caused by careless, willful or reckless driving • damages are sustained whilst the hirer/driver is driving under the influence of alcohol or drugs • damages are sustained whilst the hirer/driver is driving on restricted roads or off road • any damage is caused by driving through MUD AND WATER DAMAGE this includes getting stuck in the salt pans • the vehicle was driven in a country in which written approval was not obtained from Chobe4x4 • the clutch sustained damage / abuse • driving between sunset and sunrise • damage is sustained to the undercarriage • the gearbox is damaged due to incorrect use of the clutch/handbrake. 4x4 system and difflocks • the hirer fails to stop driving when a dashboard warning light indicates a problem • the hirer/driver incorrectly use the diff locks and/or transfer cases, i.e. driving on tar roads with electronic diff's engaged or with 4x4 mode engaged.

Chobe4x4 is under no obligation to provide a replacement vehicle nor will is under no obligation to provide a replacement vehicle nor will any refund be made if damages are sustained for any one of the above reasons any refund .

Chobe4x4

Please Note: A replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made. Chobe4x4 reserves the right to withhold a replacement vehicle; this does not entitle the hirer to any claims against Chobe4x4

#### **ADDENDUM: MUD AND WATER DAMAGE**

##### **PLEASE NOTE THIS SECTION**

**Please note that driving through water with a Chobe4x4 Vehicle can lead to damages which are not covered by any insurance cover and will not classified as wear and tear.**

**Any damages to a vehicle as a result of driving through water will be a direct cost to the hirer of the vehicle.**

**Damage can be and is not limited to the contamination and or replacement of oils and grease i.e. wheel bearings, gearbox and transfer case.**

**This includes but is not limited to damages to the vehicles starter and / or alternator and brakes.**

**MUD AND WATER DAMAGE is specifically excluded from the insurance and is not covered by the regular servicing of the vehicle.**

**Please note that any damages or costs associated with driving through water will be for the expense of the hirer.**

**All Chobe4x4 vehicles are fitted with water indicator sensors which are checked before and after each rental.**

**The Toyota specification is wheel height for wading through water but please be informed that this is done entirely at the risk of the hirer / renter of the vehicle Any costs relating to the vehicle being driven in water will be for the account of the hirer.**

#### **37. RECOVERY**

Should the Hirer need to be recovered due to getting stuck or bogged down in sand, water or mud. A call out fee will be charged. Minimum call out fee is Bwp 2000.00. The use of the companies satellite phone will be charged at an additional cost.

ALL RIGHTS RESERVED

Rates and terms and conditions of rental are subject to change.

PLEASE READ AND SIGN HERE THAT YOU THE HIRER UNDERSTAND AND AGREE TO THE ABOVE Terms and Conditions.

NAME.....

SIGNED .....

DATED.....

WITNESS .....

WITNESS .....

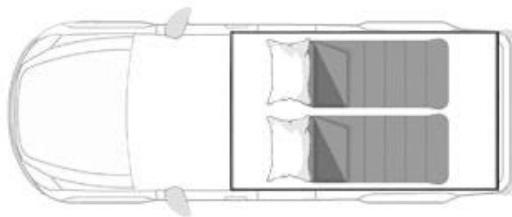
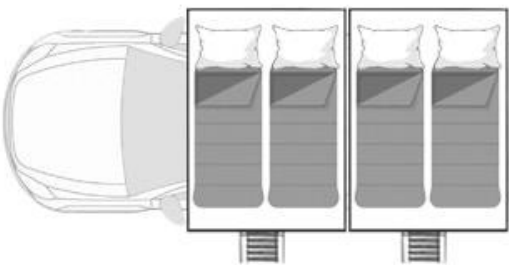
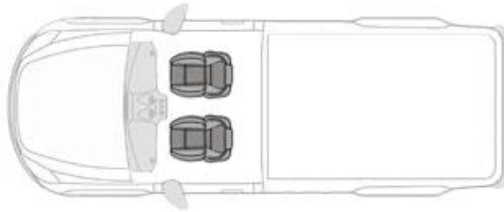
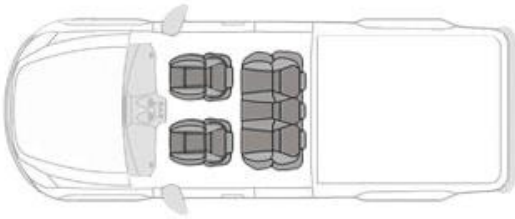
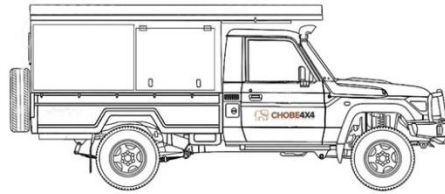
**Pre and Post Vehicle Inspection Report**

Date: \_\_\_\_\_ Order Number: \_\_\_\_\_  
 Dealer: \_\_\_\_\_ Inspector: \_\_\_\_\_  
 Customer: \_\_\_\_\_ Vehicle Type: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone No. \_\_\_\_\_  
 Address: \_\_\_\_\_  
 VIN: \_\_\_\_\_ License No. \_\_\_\_\_  
 Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 KM: \_\_\_\_\_  Initial Inspection  Re-Inspection

| Pre | Post | N/A | Exterior                  |
|-----|------|-----|---------------------------|
|     |      |     | Paint                     |
|     |      |     | Windows                   |
|     |      |     | Windshield                |
|     |      |     | Wiper blades              |
|     |      |     | Windshield cleaner        |
|     |      |     | Headlights                |
|     |      |     | Brake lights              |
|     |      |     | Hazard lights             |
|     |      |     | Turn signals              |
|     |      |     | Reverse lights            |
|     |      |     | Reflectors                |
|     |      |     | <b>Wheels</b>             |
|     |      |     | Tyres and Rims tread/wear |
|     |      |     | PSI                       |
|     |      |     | Axles                     |
|     |      |     | Rims                      |
|     |      |     | Fifth wheel               |
|     |      |     | Fasteners                 |
|     |      |     | <b>Under Vehicle</b>      |
|     |      |     | Transmission              |
|     |      |     | Brake lines               |
|     |      |     | Fuel lines/tank           |
|     |      |     | Shocks/Suspension         |
|     |      |     | Chassis                   |
|     |      |     | Exhaust                   |

| Approved | Rejected | N/A | Interior                  |
|----------|----------|-----|---------------------------|
|          |          |     | Carpet                    |
|          |          |     | Upholstery                |
|          |          |     | Dashboard                 |
|          |          |     | Emergency brake           |
|          |          |     | Horn                      |
|          |          |     | Air conditioning          |
|          |          |     | Heat                      |
|          |          |     | Defroster                 |
|          |          |     | Airbags                   |
|          |          |     | Rearview mirror           |
|          |          |     | Side mirrors              |
|          |          |     | Tracks for Africa Kenwood |
|          |          |     | <b>Under Hood</b>         |
|          |          |     | Battery                   |
|          |          |     | Axles                     |
|          |          |     | Compressor                |
|          |          |     | Engine                    |
|          |          |     | Clutch                    |
|          |          |     | Oil levels/filter         |
|          |          |     | Brake fluid levels        |
|          |          |     | Radiator/coolant levels   |
|          |          |     | Air filter                |
|          |          |     | <b>Other</b>              |
|          |          |     |                           |
|          |          |     |                           |
|          |          |     |                           |
|          |          |     |                           |
|          |          |     |                           |
|          |          |     |                           |

Vehicle Damage On Pickup by the Hirer.



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Customers Signature

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Date

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Inspector Signature

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Date



**VEHICLE**

AIR COMPRESSOR  
 AXE  
 Tool set  
 CHAIRS  
 COOKER TOP  
 DUSTPAN & BRUSH  
 EXTERIOR TABLE  
 FIRE EXTINGUISHER  
 Tracks for Africa  
 RAIN COVER  
 ROOFTOP TENT  
 SPADE  
 Full Recovery Kit  
 VEHICLE JACK  
 WARNING TRIANGLE  
 WATER BASIN  
 WHEEL SPANNER

**QTY****KITCHENWARE**

BRAAI FORK  
 BRAAI KETTLE  
 BREAD BOARD  
 BREAD KNIFE  
 CAN OPENER  
 CEREAL BOWLS  
 CORK SCREW  
 DINNER PLATE  
 DISHING SPOON  
 EGG LIFTER  
 FORKS  
 FRYING PAN  
 KNIFES  
 KNIFE-MEAT  
 MUGS  
 POT SET (2)  
 SIDE PLATES  
 TUMBLERS  
 WINE GOBLETS  
 TABLESPOONS  
 TEASPOONS  
 PLASTICWARE  
 KNIFE-VEGETABLE  
 VEGGIE PEELER  
 WOODEN SPOON

**QTY**

Customers Signature

Date

Inspector Signature

Date

VEHICLE RELEASE FORM ON RETURNING THE VEHICLE TO THE COMPANY

I ..... THE HIRER OF THE VEHICLE DESCRIBED IN THIS CONTRACT AGREES THAT THE COMPANY SHALL HAVE THE RIGHT THOROUGHLY INSPECT THE VEHICLE WITHIN THE 60HRS OF THE RETURN OF THE VEHICLE BY THE COMPANIES MECHANICAL TEAM. SHOULD THE COMPANY FIND ANY DAMAGE OR MISSING EQUIPMENT TO THE VEHICLE THE COMPANY RESERVES THE RIGHT TO CHARGE FOR THIS DAMAGE AS LAID OUT UNDER THIS AGREEMENT.

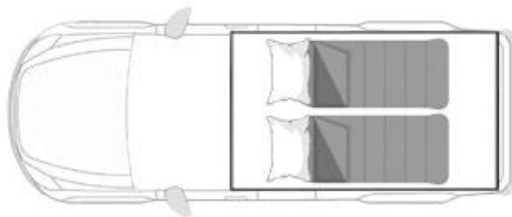
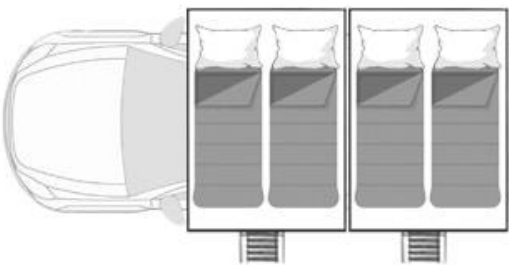
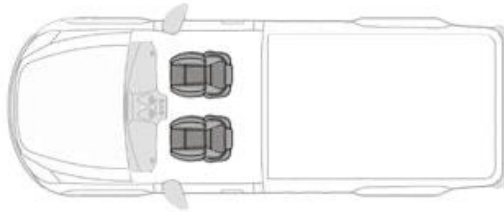
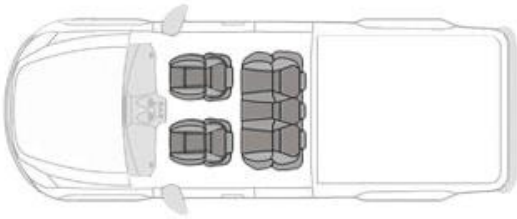
THE HIRER AGREES THAT THE COMPANY DOES NOT REIMBURSE THE HIRER FOR ANY FUEL LEFT IN THE TANKS OR JERRY CANS ON THE VEHICLE RETURN.

DATE.....

SIGNED HIRER.....

SIGNED COMPANIES REPRESENTATIVE.....

Vehicle Damage On Drop Off



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Customers Signature

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Date