



Adventure Drive Botswana Pty Ltd Trading as **Chobe4x4 Rental Agreement**

**TERMS AND CONDITIONS OF HIRE**

01 January 2025 - 31 DECEMBER 2025 (Issue date 05/01/2025) V26

This Terms and Conditions ("Agreement") is made by and between **Adventure Drive Botswana Pty Ltd** Trading as **CHOBE4x4**, a limited liability corporation organized under the laws of Botswana, with an address of 592 Boseja, Maun 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.....

Contact no .....

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

The Hire accepts he is hiring a vehicle Toyota Land Cruiser, V 6 Petrol (gas) Manuel shift. Registration Number.....

Vehicle name .....

As This Agreement is effective on signing date.....2025 ("Effective Date") and signed at Place.....

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

- Unlimited kilometers
- Assistance (08h00 – 16h00) at the Airport for Transfers or using a rented vehicle from or to the airport.
- Hirers nominated 2 x Drivers (third, fourth and fifth drivers charged separately)
- Vehicle, Living, kitchen and camping equipment.
- Full water tank, clean bedding, and a 7kg gas bottle full on pick up.
- In-car GPS ( please own discretions on usage).
- Fuel tank empty or full please refer to the invoice for the agreement.

**Standard Rates Exclude:**

- Full Comprehensive Insurance cover **to be taken out**. Please refer to quote or invoice.
- Standard excess securing holding deposit of **BWP 30000.00** pula to be blocked on the Hirer's credit or debit card nominated at the Start of the Rental.
- Credit card and transaction costs to the Hirer.

**Minimum Age, Minimum Rental Duration and Costings**

Minimum Age of rental is 21yrs. old, minimum rental period: **4days**. 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.**The vehicle is rented at the quoted price accepted and fully paid invoice before Pick up.

The Hirer acknowledges & grants permission to **Adventure Drive Botswana 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(**refer to Equipment list**) are counted as full days irrespective of the time collected and returned.

Credit Card Information

Card Type: ☐ MasterCard ☐ VISA ☐ AMEX

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

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

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

I, \_\_\_\_\_, authorize **Adventure Drive Botswana PTY LTD** trading as **CHOBEX4** to charge my credit card above for any damages, theft or loss to vehicle and 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: Head Office 592 Boseja Maun

Botswana and any other country from Departure point a minimum off 4 days rental.

### Secondary:

Botswana: Branch office Kesane Airport

## As per the attached time schedule– charges apply

Office Hours: Rental Locations Maun and Kesane

Monday to Saturday:	08h00 – 16h00 (last handover at 15h00, last return at 14h00)
Sunday:	09h00 – 15h00 (last handover at 11h00, last return at 13h00)
Public Holidays	09h00 – 15h00 (last hand offer at 11h00, last return at 13h00)

After Hour surcharge applies at a cost of BWP 400.00 per hour for collection or return outside of the normal Office hours

After hour operations are as follows:

Monday to Saturdays	From 16h00 onwards
Sunday:	From 15h00 onwards
Public Holidays	From 15h00 onwards

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

All branches are closed on the 25<sup>th</sup> of December (Christmas Day) and the 1<sup>st</sup> of January (New Year's Day)

## 1. COLLECTION

Vehicle handover can take approx. 2-3 hours and returns between 1-2 hours depending on the questions asked and hirer feedback. Fuel in the fuel tanks in the Rented Vehicle are handed over **empty or full, depending** on the quote and invoice paid in full if charged for a full tank prior to Pick up. 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. **CHOBE4X4** must be notified within the first 12 hours of collection (**clutch damage within the first 24 hours of collection**) should the Hirer experience any, problems, malfunctions of the vehicle or equipment under normal working conditions. No consideration will be given to claims against such experiences after the 12 hour period, and no compensation or liability for lost time will be given if issues are only reported on the 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 2 Working days after the return of the vehicle by the company's mechanical team. Should the company find any damage to the vehicle or missing equipment, The Company reserves the right to charge for this damage as laid out under this agreement.

**We do not** require that the vehicle be returned with the level of fuel in the fuel tank as on pickup. Should top-ups be required prior to collection, they must be paid in full prior to collection, please refer to the quote and fully paid Invoice. Should the amount of fuel exceed the amount indicated in the tanks and or jerry cans at vehicle handover on return, 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 Hirer's expense. Please do your own estimate calculations prior to return, the range per kilometre is a proximity of 6-7 km per litre if driven at 100 km per hour on open roads, **please do not exceed 100km per hour on open roads.**

## Clean Vehicles

Vehicles must be returned fairly clean, in order for the vehicle check-in to be done. Vehicles returned excessively dirty will be charged a cleaning fee of **BWP600.00 to the credit card holding deposit**. Any vehicles returned later than the agreed return date, or outside of normal office hours (without prior arrangement), will be charged a rate per hour or at a full day's rental per calendar day.

The company reserves the right to charge a cleaning fee of BWP 250.00 in the event that the rental vehicle is returned in a dirty condition as per the quote or fully paid invoice prior to collection. 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 be 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 is allowed, and that a fee of BWP 3 000 pula 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 because of not adhering to the agreement or Itinerary changes a fee of a Minimum of BWP 4000.00 - 7000 pula in Botswana regions depending on distance will be charged to the hirer's credit card to relocate the vehicle to the original drop off in the agreement.

## 3. LICENSE

A valid USA, EU, UK, 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 a vehicle is 21 years and the maximum is 80 years. If older than 80 we will be required to drive with the client for at least 20km to see if the client is capable to handle and drive the vehicle.

## 5. TOLL POLICY

For all rentals departing and/or returning to any Neighboring countries a SURGE fee will be charged( Please see quote or Invoice) per rental agreement. This fee will be included in your quotation when applicable. Toll tags are not installed in all our vehicles. Please Preplan the trip.

## 6. LIABILITY OPTIONS:

CHOBE4X4 has a **Full comprehensive insurance cover** with **ALHA DIRECT** which is advisable to be taken out (see quote or invoice) and be in place on arrival. When not taking out the Full comprehensive cover there is a **Driver affirmation form** to be signed on the Pick up date of the vehicle which then makes the **Hirer fully responsible** for any damages or theft, fire, roll movers, and third-party incidents which can lead to the replacement of the vehicle's total cost of **USD 65 000 PAYABLE BEFORE DEPARTURE**. This full comprehensive cover protects the hirer and the third party involved. The full comprehensive cover is subject to the Insurance Assessors and Local Police or Law Authorities. **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 or personal damage whatsoever.

### Full Comprehensive Cover

This cover carries a security excess of BWP 30000.00 Pula, which is automatically applicable in the event of any accident or damage to either our vehicle or third-party property. This is **subject** to the Verdict or outcome of the Insurance assessors or police and Local Law authorities to see who was at fault. This security excess of BWP30000.00pula is pre-authorized on the Hirer's Visa or MasterCard credit card at the collection of the vehicle. Funds **will only** be deducted from this security excess of BWP 30 000.00 pula to cover the damages after the Incident has been assessed and concluded what happened and who's responsible. Funds will also be deducted if the Hirer returns the vehicle and/or equipment in a damaged condition or for any 3<sup>rd</sup> party damages. Should the vehicle be damaged beyond use, stolen, burned down or rolled over, a replacement vehicle is included in the Full comprehensive cover if the hirer is **not** at fault. The **Full comprehensive cover** will cover the hirer if it was an accident and the hirer is not at fault, which will be determined by the Insurance assessor, Local police or Law authorities. If in breach of this agreement and the hirer is at fault and the vehicle is a write-off, rolled over or beyond use, all costs will fall to the hirer and an additional BWP 770 000.00 Pula will be charged to the credit card or eft payment immediately for the replacement of the vehicle, the vehicle valued at BWP 800 000.00 pula. The customer will be Liable for the value of the Vehicle.

A replacement vehicle **can** and **will** be supplied **but** a new contract applies if the Hirer is responsible or at fault, and all costs are for the Hirer's account. **If it is not** the Hirer's fault or not responsible, then a replacement vehicle will be supplied to the Hirer to continue the trip, and the Full comprehensive cover will take care of costs and no extra cost to the Hirer.

If no claims exist, this excess is released within 7-21 working days from the date of return, by the CHOBE4X4 financial institution.

This full comprehensive cover does not include repair to or replacement of Tyres and Rims and windscreens and does not cover clutches or water damages.

The Hirer is responsible for the replacement/repair of flat or punctured Tyres and Rims.

Tyres and Rims are then susceptible to damage, especially on uneven surfaces. When replacing Tyres and Rims, please ensure that it is a new Tyres and Rims of the same brand and 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 Hire is required to check the Tyres (Recommended 2.5 bar front and 2.8 bar rear) please check 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. The driver should not exceed the road traffic ordinance speed limits of 100km/h on tarred roads in SADAC Countries and 60-40km/h on gravel/sealed or corrugated roads.

For your safety, Chobe4x4 recommends a speed of 100km/h on tarred roads, 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, especially on uneven surfaces.

**A vehicle may not go through water higher than 50cm in depth.**

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

Suspension damage and secondary damage therefore are not covered by The Full comprehensive insurance cover.

The Hirer is fully liable for any damage to the vehicle and its equipment and to the third party or property involved if Any terms of the rental contract are breached due to:

- Damages 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 saltwater damage:
- A vehicle may not go through water higher than 50cm in depth.
- **IF, the vehicle was or is driven in a country in which there is no written approval or consent from *Adventure Drive Botswana* trading as Chobe4x4, A PENALTY FINE OF BWP 25 000 00.00 PULA IS PAYABLE WHEN FOUND GUILTY BEFORE DEPARTURE.**

The hirer is responsible for any damages or accidents that ***Adventure Drive Botswana trading as Chobe 4x4*** 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 Drive Botswana trading as Chobe 4x4*** 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 3-day working Period on return of the vehicle by the company's 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.

Any damage caused by wildlife **exclusive** of mammals and rodents is covered.

**A vehicle may not go through water higher than 50cm in depth.**

**Driving on any pans including but not limited to Sau and Makgadikgadi pans. please wash the vehicle after the salt pans are visited.**

**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 are the responsibility of the hirer.
- The following recovery/replacement rate to recover will apply within Botswana, BWP 15 000.00 for the first 600 km range thereafter, it is BWP 25 pula per km counting to get the vehicle to the head office in Maun. This cost can be arranged and deducted from the BWP 30 000.000 excess security deposit.

Outside of Botswana, Quotes will be provided, and **no other Company** will be allowed to Recover or Tow Chobe 4x4 Vehicles. Pre-arrangement must be approved by the Chobe4x4 Management team and Instructions given by the Chobe4x4 Management team to assist the client.

Should a replacement vehicle be required, The Company will not replace the vehicle **UNLESS THE Hirer** agrees to a totally new rental agreement **or** pays in full the recovery rate **plus** relocation of the replacement vehicle. All costs relating to accommodation during this process will fall to the Hirers account.

## 7. CLAIMS HANDLING FEE

A handling fee of BWP 450.00 pula is charged on all damage/accident claims irrespective of the Full Comprehensive cover option taken.

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

## 8. ACCIDENTS

In case of damage to the vehicle rented, the following will apply.

### The incident:

All accidents and or Vehicle Theft must be reported to the CHOB4X4 Organization, 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 full comprehensive cover and the Hirer becomes fully liable for all costs. We advise that you take as many photographs as possible of the accident scene and obtain the third-party details when applicable. Try your best to get the Police on the scene and don't let the third party leave at all costs. This can be recorded on WhatsApp and immediately sent to the CHOB4X4 Organization.

We also suggest you take a photograph of the driver's licenses of the persons involved. These documents and records of evidence will be submitted to CHOB4X4 in order to process the incident.

### Procedure:

Contact Chobe4x4 immediately in the event of an accident or theft on +267 72 678 330 St  
+267 73 562 487 Jaco

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

Insufficient details on the Damage & Theft report form can and may result in a void claim form to the insurer, and all costs can fall to the Hirer.

### The vehicle:

The Hirer is responsible for the recovery of the damaged vehicle to the Main MAUN HEAD Office if it was the hirer's fault. A replacement vehicle will only be dispatched once payment of all damages/recovery costs to the Rentalvehicle is made. CHOB4X4 reserves the right to withhold a replacement vehicle; this does not entitle the hirer to any refund or claims against CHOB4X4.

If the Hirer requires a replacement vehicle to be delivered, charges will be levied according to the Rental agreement taken.

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 A NEW full comprehensive cover will be taken out. This includes a new BWP 30000.00 pula security excess deposit pre-authorization on the nominated credit card.

Should the applicable excess be charged and should CHOB4X4 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:

The Hirer is fully liable for any damage to the CHOB4X4 vehicle and equipment issued with the Vehicle or third party or property involved if found Responsible for the following

- 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 and 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 show 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.
- Related to water submersion or saltwater 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 included in the full comprehensive 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. This will be determined by the Assessor or police or Local law Authorities
- 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 two days after collection of the vehicle 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 35000.00 including VAT and installation of a Terrain Tamer clutch kit. This can take up to 1-2 days to be installed depending on where the vehicle broke down.
- Roll-overs are covered in the full comprehensive cover if the hirer is not at fault. A rollover 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 if Responsible. The Vehicle value is BWP 800 000.00 pula.
- The **Incorrect fuel** is pumped into the fuel tank and/or fuel in the water tank will incur a BWP 5000.00 cost **TO REMOVE AND CLEAN DEPENDING ON WHERE VEHICLE IS.** CHOBE4X4 advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused and CHOBE4X4 should be notified immediately for assistance no other roadside assistance may be given. Unless authorized by Chobe 4x4.
- **Undercarriage damage is not covered.** Undercarriage damages, 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 undercarriage should be inspected often to avoid this when driving on tracks, dirt roads, in national parks and or any untarred road. This is the hirer's responsibility. The Vehicle value is BWP 800000.00 pula
- Towing is not permitted up to 30 meters to come out of a situation, only chobe4x4 personnel and recovery team must be notified and no other recovery company or person may assist if not authorized by Chobe4x4.
- Animal damage and any damages caused by animals are covered, subject to the assessor police and Local LAW authorities' assessment and verdict.
- **Tyres and Rims and windscreen damage are not covered by Full Comprehensive 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 and the Hirer is responsible for the accident then the hirer is responsible for lost days hire of the vehicle, while it is been repaired at a daily rate of BWP3500.00 per day for a maximum of 5 days and should the third party be responsible then it is up to Him or his Insurance to take care of the lost days and payment falls to them or Him. This is subject to the Assessment of the assessor police and local Law Authorities.

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 the 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.....

Chobe 4x4 Representatives.....

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 are the responsibility of the Hirer. The following recovery/replacement rates will apply:
- Within Botswana:

BWP 15 000.00 pula up to 600 km to fetch then there after BWP 25.00 per kilometre
- Outside Botswana

BWP 20 000.00 pula to border returning plus border cost and there after BWP25.00 per kilometre
- Should a replacement vehicle be required, CHOBE4X4 will replace the vehicle within 48 hours in Botswana and 60 hours outside Botswana's borders.
- A new pre-authorization BWP 30 000.00 will apply for the excess security deposit will be blocked on the nominated Visa or MasterCard credit card for the replacement
- This is all subject to the vehicle. Assessment of the Insurance Assessors police and Local Law Authorities.

**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 a registered/legal address. The Company chooses its registered address of Chobe4x4 Maun Head Office 592 Boseja and Kasane Airport branch in Botswana

**11. JURISDICTION**

This agreement will be governed by and interpreted in accordance with the laws of 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 of 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 Hirer's 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 the air conditioning not working in the vehicle due to the nature of the terrain and the 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. Payment links are on the website and were provided prior to arrival.

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 the vehicle collection.

CHOBE4X4 is not responsible for any currency fluctuations that may occur in any **transactions and all cost falls to Hirer** no exception made.

FULL PAYMENT must be received 30 days prior to the date of Arrival and collection.

## 20. EQUIPMENT

All vehicles are supplied with self-catering and camping equipment (unless otherwise agreed upon). Our full comprehensive cover does 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, 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. The User accepts the equipment **"AS IS."** Notwithstanding the provisions of this Agreement, Guest agrees that usage of any equipment supplied in or on the vehicle is used solely at the hirer's 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 than 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, 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. Chobe 4x4 does not give any **GPS ADVISE** but can assist when required

## 21. FUEL

The hirer may refuel the vehicle to the same fuel level as received on pick up. If The Hirer chooses not to refuel the vehicle to the same fuel level, you will be charged the local **Chobe4x4 rate** which is always 1 pula above current or future fuel prices 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

CHOBE4x4 equipped vehicles are allowed to be driven on public bitumen/tar roads or gravel roads as well as on publicly recognized 4x4 tracks in BOTSWANA and all SADAC countries. CHOBE4X4 does allow our vehicles to enter the following SADAC countries with special written permissions and insurances and Police clearances. Chobe4x4 does not allow its vehicle to be driving before sunrise and after sunset for whatever reason except in a medical situation under a doctor's letter of approval 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.

The vehicle will be confiscated immediately and a fine of BWP 1000.00 will be given and deducted from the Security excess deposit immediately.

## 23. CROSS BORDER DOCUMENTATION

A once-off cross-border document fee per vehicle per rental of BWP 350.00 for Police clearance and Driver's Authority papers applies for documentation organized prior to arrival into the SADAC Countries. This is not an **option** and must be arranged prior to arrival with the intent to cross the borders. 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 of the rented vehicle so that it can be in place on arrival.

All border fees at the point of entry **fall** to the Hirer's account crossing the border. 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.

A once-off cross-border documentation fee of BWP 350.00 to the **CHOBE4X4** organization is applicable when leaving Botswana borders. This is a once-off charge, irrespective of how many borders are crossed. See the applicable fees below.

Documentation fee of BWP 350.00 fee per vehicle is applicable for the SADAC countries if the vehicles are collected in a neighboring country of Botswana and borders are crossed; then the cross-border fee is applicable. As an example, if the vehicle is collected and dropped off in Namibia and borders are crossed then 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 BWP750.00 may be affected without prior authorization from CHOBE4X4 and such repairs will be reimbursed, on the submission of a claim with original receipts attached. We will require verbal/telephonic approval or by WhatsApp from CHOBE4X4 for small repairs (The numbers are provided beforehand on collection of the vehicle). 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 Main Office or branch. Should permission be granted by **CHOBE4X4** for an overnight stay in a lodge or campsite, due to repairs, a maximum allowance of BWP 200.00 per person in the vehicle rented as of the rental agreement is granted for a maximum of two nights in Botswana, and three nights outside of Botswana only applicable if The Hirer is not Responsible for fault.

Should a replacement vehicle be required due to a mechanical fault, not due to negligence, **CHOBE4X4** will replace the vehicle within 48 hours in Botswana and 60 hours outside of Botswana, at no extra cost to the Hirer. If by Law or Assessor of insurance found the Hirer is not responsible.

## 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** did supply and inform the Hirer of replacement keys prior to departure on the First day of the rental period. **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 damaged Rims. The driver should not exceed the road traffic ordinance speed limits of 100km/h in SADAC Countries on tarred roads, and 40-60km/h on gravel/sealed or corrugated roads. For your safety, **CHOBE4X4** recommends a speed of 100km/h on tarred roads, 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 Tyres and Rims, please ensure that it is a new Tyre and Rim of the same brand, size and that it has an 8-ply rating side wall and 4mm or more road track. We use **265/75/16 A/T and make sure it's at least 8 ply side wall new tyres**. 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 road track which is within the Botswana Road Ordinance limits of 3mm.

**Please NOTE Recommended Tyre Pressures**

Front 2.3 Not Loaded	2.5 When Loaded	1.8 on Gravel Road <b>not</b> loaded exploring
Rear 2.5 Not Loaded	2.8 When Loaded	2.0 on Gravel Road loaded when exploring

## 27. TRACKING:

All **CHOBE4X4** vehicles are fitted with approved tracking devices. Tracking is monitored in all Southern African 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 are a percentage of the 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 the time of booking is nonrefundable.

30 days before collection	Full Refund 100%
14 days before collection	Refund of 50 %
1-7 daysbefore 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 the time of reservation or can be requested on collection if required and subject to availability.

MANDATORY ITEMS	CHARGE
Contract Fee	No charge
After Hours Surcharge	BWP 400.00 pula per collection/return
All claims admin fee (payable on claim submission)	BWP 450
Traffic fine admin fee (Payable if a fine is )	Payable on the spot (swipe facilities available )
Transfers between 25km and 70km of our depot	BWP 550.00

OPTIONAL ITEMS	CHARGE
Additional Driver	BWP 750.00 per driver from 3 <sup>rd</sup> driver onwards

Any other items required for the trip Must be pre-arranged with Chobe 4x4 and will be quoted and fully paid prior to arrival

## ONE WAY / DELIVERY OR COLLECTION:

A fee is charged for any rentals that require a one-way drop-off or collection between the Head Office and the Branch or a requested destination.

Please refer to the ONE WAY, DELIVERY/COLLECTION FEES

Please also note that vehicles that are delivered to the required location may be handed over with a low level of fuel in the fuel tank OR as requested be topped up.Please refer to the quote or invoice.

**DELIVERY/COLLECTION FEES WILL BE QUOTED ON REQUEST SEEING THAT TIMES AND CONDITIONS CHANGE.**

Any other one-way deliveries or collections will need to be quoted. Drop-off and deliveries will be charged for at the company's 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 leased** 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 and CHOBE4X4 is not responsible for any currency fluctuations that may occur in any transaction. **ALL RELATED BANKING COST FALLS TO THE HIRER.** 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 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 **UP TO 30 METERS DEPENDING ON SITUATION**
- 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 Safety awareness, The Hirer is responsible for looking after and maintaining the vehicle during use and to return the vehicle in good order, fair wear and tear accepted.

In the event of a 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 included and will cover accident loss or damage due to theft and collision damages but not lost items or damages due to carelessness or negligence. Subject to Assessment of assessor Police local LAW authorities depending on who's responsible for faults.

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

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

### **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 reclaim all 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 hirer transgress any Environmental laws of Botswana. Please note that members of any hunting society, club or as an individual will not be approved to rent 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, colour, 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 800,000.00 or USD 65 000.00 Dollars

### **37. ADDITIONAL CONDITIONS**

Deliveries and collections of vehicles from 8 am to 5 pm at previously arranged designated points less than 25 km away are included in the rental cost.

Collections and deliveries of vehicles outside of working hours will attract a fee as per our standard rate and will be pre-arranged and paid before Arrival and collections.

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

Vehicles CAN BE MADE AVAILABLE in Botswana and SADC COUNTRIES (fees apply)

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 LOW fuel 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 and paid for.

Rentals terminated earlier than the stipulated termination date are not refundable

Should the Chobe4x4 r 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 on after-hours 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 is for Botswana citizens 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 and the Hirer is responsible for damages caused, the **Full comprehensive cover** will cover the damages if the Assessment of the assessor, Police, and Local Law Authorities show that it was an accident or not the Hirers fault.

- 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 diff locks
- The hirer fails to stop driving when a dashboard warning light indicates a problem
- the hirer/driver incorrectly uses the diff locks and/or transfer cases, i.e. driving on tar roads with electronic diff is engaged or with 4x4 mode engaged.

All above and more the hirer is fully liable for costs related to repair or replacement or supply a new vehicle.

**Chobe4x4** 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 be 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 vehicle's 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 at the expense of the hirer.

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.

The minimum call-out fee is BWP 6000.00 Pula

The use of The company's satellite phone will be charged at an additional cost and will be checked for airtime usage and compared to what the situation was.

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 AGREETO THE ABOVE Terms and Conditions.

NAME.....

SIGNED .....

DATED.....

WITNESS .....

WITNESS .....