

Terms and Conditions Car Hire in Namibia

I. Responsibilities of the Lessee

1. Vehicle handing over, required inspection by the lessee

- (a) It is hereby noted that the hired vehicle was handed over to the lessee in good order and condition, i.e., as described on the check-list and equipped with tools, 1 or 2 spare tyres, shovel, manual air-pump and warning triangle. The lessee/driver is obligated to check the vehicle for accuracy and completeness and to report any deviations to the branch.
- (b) The vehicle is equipped according to Namibian safety regulations. The lessees are responsible to inform themselves about the valid legal requirements concerning safety equipment, as well as any additional costs like cross border fees, when entering foreign countries and they are liable for those costs.

2. User authorisation

Only the drivers mentioned in the lease contract are authorised to drive the vehicle. The lessee is to represent the actions of the respective driver as their own. For use by an authorised third party the lessee is obliged to:

- (a) inform Africa on Wheels of the name of any further drivers
- (b) be sure that they are at least 23 years old and have been in possession of a valid driver's licence for at least 5 years and
- (c) inform the driver of the lease conditions before handing over the car and that they are obliged to adhere to these regulations.

3. Limited use

The lessee/driver is prohibited from driving or using the leased vehicle:

- (a) for people under the age of 23 or over the age of 70;
- (b) for people that are not mentioned as driver or lessee on the lease agreement;
- (c) outside the undersigned driving area or cross border trips mentioned in the lease;
- (e) for people which have been proven to be under the influence of narcotics, alcohol or drugs;
- (f) for illegal events, car races, driving or vehicle tests, as well as off-road dune rides; water drives, night driving outside towns;
- (g) for any other uses that are not indicated in the lease agreement, especially careless and reckless behaviour or deliberately causing damage;
- (h) for disregarding the safety regulations: Leaving the vehicle unlocked or losing the keys.

4. Duty of Care

During the lease period the lessee is to regularly check the oil, water and tyre pressure. Non-observance will leave the lessee liable for the resulting damage. The lessee is to return the vehicle with the same fuel level as at the time of leasing.

5. Disclosure duty

For every accident the police is to be notified immediately and the accident as well as any injuries, accident participants and damages have to be recorded. Africa on Wheels is to be informed without delay. Proof (witnesses, traces) are to be secured and the names and addresses of the involved parties are to be noted and everything is to be done to ensure that proper clarification of the cause of damage and loss can be traced. The lessee may not give an admission of liability either by payment or admitting to damages or fault in anticipation of the liability claim (endangering the insurance coverage).

6. Terms of Payment

Payments for indemnifiable damages are to be paid up to the amount of the excess, except for damages ascribed to gross negligence. These will be calculated in its entirety.

7. Returning the Vehicle

The lessee is obligated to return the vehicle according to date, place and time detailed in the lease agreement or on request of Africa on Wheels return it earlier.

Returning the vehicle can only be done during normal office hours. These are advertised by Africa on Wheels at their offices. Should the car be dirtier than usual the lessee will be liable for the cleaning costs. After the termination of the contract or after exceeding the lease duration Africa on Wheels is entitled to repossess the vehicle or procure it at the expense of the lessee. The additional utilisation of the lease vehicle will be calculated according to the standard daily tariff.

II. Lessee Liability

1. Liability

The lessee is to note that the vehicle is not covered by a comprehensive insurance policy. During the lease period the lessee is liable for damage to the vehicle for up to the amount of the excess.

2. Liability Reduction (REW, SEC 1, SEC 2)

Subject to Section II.3 and only within boundaries of the contract and in view of a legitimate error the lessee can be partially exempted against payment of a fee for damages to the hired vehicle. The excess amount for the lessee conforms to the finalized sum in the contract and is to be paid according to the claim. Africa on Wheels reserves the right to invoice expenses due to loss of use and handling charges incurred in the event of damage.

3. Lapse of Liability Reduction

The driver/lessee is liable for damages to the vehicle and the mentioned liability reduction is not valid if the driver/lessee caused these damages due to intent or violation against the lease terms and conditions or gross negligence (i.e. driving through water) or due to incorrect use of the vehicle or damage was incurred due to alcohol or drug induced incapacity to drive. The liability reduction is not valid for breach of regulations in Section I.3 e) – h), as well as damages caused by negligible

violation to rules in Section I.4 or 5 of this lease contract. This is also valid if the police was not called in for a liability case, with or without a third party being involved, provided that Africa on Wheels is not given the possibility of an objective investigation. In spite of an agreed reduced liability the driver/lessee is also liable for the damages to the additions and structures of the hire vehicle which are based on the culpable breach of the vehicle measurements (height, length, width).

III. Personal Data

- (a) In order to implement the lease contract personal data is collected from the lessee and saved.
- (b) Personal data submitted to Africa on Wheels can be used for data fusion and storage, as well as simplifying client information management.
- (c) Credit card data is only used for dealing with payment processes.
- (d) In case of payment delay or non-contractual return of the vehicle or due to incorrect personal data the personal information can be blacklisted. In case of default or denial of payment the client data can be forwarded to a third party for assertion.