

VEHICLE RENTAL AND INSURANCE CONDITIONS

Version 4, 20180719

Please inform Bushtrackers immediately of any and all occurrences/incidents relating to the vehicle and/or its provided equipment.

BY RECEIVING AND ACCEPTING THIS DOCUMENT, BUSHTRACKERS ASSUMES THAT ALL CONDITIONS BELOW WILL BE/ARE READ, UNDERSTOOD AND ADHERED TO.

1. Breakdowns

- a. Every effort is made to maintain this vehicle in a good condition, however, due to the nature of the terrain and extreme conditions in which this vehicle operates mechanical breakdowns may occur.
- b. It is the responsibility of the hirer to do any necessary maintenance or repairs to the vehicle during the rental period - Please remedy any small problems before these escalate into major problems. (Blocked filters, blocked radiators, excessive grass, mud, dust, etc.)
- c. Bushtrackers will refund the cost of any necessary repairs made on route which are due to normal wear and tear but will not be held responsible for any damage or costs caused by negligence, bad driver habits, abuse or extreme conditions where the vehicle is used.
- a. (It is recommended to read and understand the vehicle operating and maintenance instructions in the vehicle owner's manual.)
- d. The daily rental amount or prorata thereof will be refunded for any time lost due to breakdowns or repairs resulting from normal wear and tear only if documentary proof is provided. Mechanical damage such as water submersion damage, clutch assembly damage, damage to the undercarriage, suspension or drive-train components, overheating, etc is for the account of the hirer. (No refund will be considered in this event.)
- e. Tyre damage is for the account of the hirer –
 - a. All tyres replaced must be the same size and brand as originally provided on the vehicle itself. In this case there will not be any further charges.
 - b. If the correct tyre is not available, the hirer should search for the most inexpensive option/2nd hand tyre, provided it is the same size specifications as the tyres fitted on the vehicle. This tyre will be at the expense of the hirer. The correct brand and size will have to be purchased on the vehicle's return, also for the account of the hirer.
 - c. For the additional cover option, correct tyres bought (same brand and size) will be refunded at the South African Rand value.
 - d. For the additional cover option, incorrect tyre brands will only be refunded (1) for new tyre purchases, at 50% of the South African Rand value and (2) for 2nd hand tyre purchases, 50% of the invoice value.
 - e. The South African Rand value equates to the Tiger Wheel and Tiger retail value.
- f. Should a 2nd spare tyre be provided, this will be mounted on the roof rack of the vehicle and may not be the same brand as fitted on the vehicle however will be the correct size. This tyre is to be used as the last option in emergencies after using the first spare tyre fitted underneath the vehicle.
- g. Tyre puncture fixes are not refundable.
- h. The general tyre wear on tyres is calculated from new to mileage at which the vehicle was collected by the hirer and limited to a maximum of 75% wear.
- i. The hirer is responsible for any vehicle towing or recovery costs for breakdowns not resulting from normal wear and tear.



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- j. The vehicle manufacturer or representative may act as an arbitrator in the event of any disputes. Their decision will be final and binding.
- k. Bushtrackers is not responsible for any alternative accommodation or transport costs resulting from accidents or breakdowns.
- l. Any batteries replaced must be same make and size. Any documentation as well as the old / original battery must be returned with the vehicle for any refund to be considered.
- m. The vehicle's air-conditioning, accessories, camping equipment and fridges are all checked prior to handover and deemed operational. (Bushtrackers is not responsible for any failure or malfunction during the rental period.)
- n. If the vehicle is used for towing, in breach of this contract, it is noted that additional pressure is placed on the engine, gear-box, clutch, brakes, tyres, tow-bar and other components, and any malfunction or premature failure of these will be for the account of the hirer.

2. Damage and Losses

- a. The hirer shall park, store, keep, the vehicle properly locked and secured during the rental period.
- b. The hirer shall ensure that the keys of the vehicle are under the control of the hirer/driver at all times.
- c. A credit card voucher (or cash) to the value of the quoted security deposit amount is required upon collection / receipt of the vehicle, as security to cover any breakages, losses, traffic offences, or unpaid tolls or fees.
- d. Any damaged or lost equipment as per the inventory list, as well as damage to vehicle, will be deducted from the security deposit.
- a. (Deposit will be refunded / returned within five (5) working days in the event of there being no breakages and / or losses.)

3. Collisions & Accidents

- a. Notify Bushtrackers as soon as possible of an accident and of any injuries or damage to this and/or other vehicles.
- b. Accidents must be reported to the nearest police station within 24 hours, and a case or reference number obtained for insurance purposes. (For very minor accidents only full details of all involved are required)
- c. There is no third-party insurance cover outside the borders of the South Africa. (Compulsory third party insurance must be purchased at the border posts when entering any other country)
- d. Third-party driver and vehicle details must be collected in full accompanied by photographs of person, vehicle and incident.
- e. The hirer will be liable for damage resulting from a third-party up until the point where the money is recovered. This process could take up to two (2) years with no guarantee on recovery.
- f. Bushtrackers is not liable to provide a replacement vehicle, nor refund any rental amount, if the vehicle is stolen or in the event of any accident or collision. (The hirer is liable for any delivery or collection costs if a replacement rental vehicle is requested)
- g. The minimum excess due is per incident in the event of there being more than one accident/incident during the rental period.
- h. For any claim registered with the insurer, a minimum of 10% of the insurance claim value / cost, with a minimum amount equal to the contracted security deposit, shall be liable by the hirer.



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- i. In the event of a single vehicle accident where no other vehicle is involved, an additional 5% excess on claim value becomes liable. E.g. rolling/overturning or colliding with objects/animals.
- j. In the event of an accident/incident where the driver is under 26 and / or had a valid driving license for less than five (5) years, an additional 5% excess on claim value becomes liable.
- k. In the event of theft or hi-jack, an additional 10% excess on claim value becomes liable.
- l. The hirer is responsible for any recovery, towing, or repatriation costs in addition to the excess to return the vehicle back to the Johannesburg depot.

4. Other Conditions

- a. Bushtrackers reserves the right on permission to drive. All ages of potential drivers must be disclosed.
- b. Any drivers under 26 years of age will strictly only able to drive with the written permission of Bushtrackers.
- c. Only the hirer, or additional driver nominated in the rental agreement may drive this vehicle. In the event of the hirer permitting someone else to drive in breach of this clause, the hirer shall nevertheless be liable for any damage or losses suffered.
- d. The vehicle may not be used while intoxicated or under the influence of any alcohol, drugs or other substance - This may lead to the cancellation any insurance and the hirer then being responsible for the full amount of any damage or losses suffered by Bushtrackers.
- e. This vehicle shall be returned to Bushtrackers, together with all accessories, equipment and documents in the same condition as received - fair wear and tear accepted.
- f. The Bushtracker vehicle may be driven, and is insured, in the following countries: South Africa, Namibia, Botswana, Swaziland, Lesotho, Zimbabwe, Zambia, Mozambique and Malawi. Provided cross-border authorization is obtained prior to commencement of the rental.
- g. Travel in Zambia, Zimbabwe, Mozambique and Malawi is entirely at hirer's own risk as limited backup service is available or provided.
- h. The acceptance of this agreement by the hirer shall constitute an acceptance of the insurance policy procured by Bushtrackers.
- i. The hirer indemnifies Bushtrackers from any claims of whatsoever nature, which may be made against Bushtrackers arising from the use of this vehicle, or the manner in which it is driven, while out of the possession Bushtrackers.
- j. Bushtrackers shall not be liable for any loss, damage or injury of whatsoever nature suffered by the hirer and /or passengers arising from this agreement.
- k. This vehicle may not be used for the conveyance of passengers or goods for reward, to propel or tow any other vehicle, caravan or trailer, to transport any goods in any illegal manner, in any motor-sport, or in any area where according to the local police or security forces there is or may be incidents of civil unrest, or in any restricted areas.
- l. There are territory restrictions as to where this vehicle may travel: (Travel on any wet pans, dune driving, beach driving, un-recognised tracks outside national parks, hazardous river crossings (water must not touch the vehicles undercarriage and / or body), ecologically sensitive areas, or seasonal areas as advised by local authorities, is not permitted)
- m. There is no refund for the early return of vehicles.
- n. Should the hirer incur costs during the rental period that qualify for a refund, the refund shall be calculated and refunded at the South African transactional rate.
- o. This agreement is concluded in the RSA and shall be governed and construed according to the laws of the Republic of South Africa.

