



TERMS AND CONDITIONS OF VEHICLE RENTAL

(As per Rental Agreement)

These terms are important and affect your rights. Please read them carefully before signing the Rental Contract.

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless stated otherwise:

- **"Additional Driver"** refers to any individual, other than the primary Renter, who is listed on the Rental Agreement as being authorized to operate the vehicle.
- **"Company"** means (Freedom Safari and Car Hire), registered in accordance with Namibian law, including any approved agents, branches or partners acting on its behalf.
- **"Damage(s)"** include all repair and replacement costs arising from any harm to the vehicle or third-party property, including towing, assessment, storage, tyres, windscreen, rims, and accessories, regardless of depreciation.
- **"Day"** denotes a 24-hour period, or part thereof, from the time the vehicle is handed over.
- **"Driver"** is the person/s named in the Rental Agreement as authorized to drive the vehicle.
- **"Extended Period"** means any rental extension beyond the original end date as agreed by the Company.
- **The "Rental Agreement"** refers to the complete contract signed by the Renter and the Company, including the vehicle condition report and these terms.
- **"Rental Period"** means the duration from vehicle handover to the agreed return time.
- **"Renter"** includes any person listed on the contract as Renter, Driver, or Additional Driver.
- **"Vehicle"** means the vehicle listed in the Rental Agreement, including all its tools, accessories, and documentation.
- **"Total Loss"** occurs when the repair cost is deemed uneconomical by the Company or when the vehicle is stolen/unrecoverable.

1.2 Singular includes plural, and references to persons apply to legal entities as well.

2. VEHICLE RENTAL

The Company agrees to rent the vehicle to the Renter, who accepts full responsibility under these conditions whether driving or not.

3. VEHICLE DELIVERY

- 3.1 Our main hub is located in Walvis Bay, with delivery and collection services also available in Windhoek, including Hosea Kutako International Airport.
- 3.2 Delivery or collection of vehicles in Windhoek (including Hosea Kutako International Airport or within city limits) is available at an additional fee of N\$2,500.00 per trip.
- 3.3 Delivery is completed when the Renter receives the keys.
- 3.4 Rental Day 1 starts on the day the vehicle is handed over or delivered.
- 3.5 Unless otherwise recorded in writing, the vehicle is deemed to be in good condition upon delivery.
- 3.6 A vehicle inspection checklist will be provided at time of delivery and needs to be signed off by Renter.

4. VEHICLE USAGE

- 4.1 The vehicle may only be used during the agreed rental period. Any request for an extension must be made at least 2 days prior to the end of the current rental period and is subject to approval.
- 4.2 Only the Renter named as the driver on the Rental Agreement, or an approved "Additional Driver" (where applicable), is permitted to operate the vehicle.
- 4.3 The vehicle may not be used for:
 - Transporting passengers or cargo for commercial gain.
 - Towing any vehicle or trailer.
 - Engaging in any unlawful or illegal activities.
 - Participating in motorsport events, races, or similar activities.
 - Crossing international borders requires the Company's prior written approval. The Renter shall also be responsible for obtaining and paying for all compulsory third-party insurance, road permits, and cross-border documentation required by the destination country.
 - Traveling through areas experiencing civil unrest, riots, or similar disturbances.
 - Transporting chemicals, hazardous materials, or dangerous substances of any kind.
 - Off-road driving in areas or conditions where it poses a risk to the vehicle, occupants, or environment.
- 4.4 The vehicle may not be driven under the influence of alcohol and/or drugs.
- 4.5 The Renter acknowledges:



- The vehicle must remain locked and properly secured at all times when unattended.
- The vehicle may not be left unattended for longer than 48 consecutive hours without prior written consent from the Company. Failure to comply shall be deemed negligence and will void all waiver and insurance coverage.
- The keys must always remain in the Renter's possession and may not be left in or near the vehicle.
- Only the correct fuel type — **Diesel 50 ppm** — may be used for refueling the vehicle. Should the Renter and/or Driver refuel the vehicle with petrol instead of diesel, they shall be fully responsible for all resulting costs and damages.
- The vehicle maintenance guide has been reviewed and that he/she is familiar with performing basic checks, including oil levels, tyre pressures, and correct use of the 4x4 function.
- Vehicles may not be used for off-road driving where it poses any risk.
- The Renter agrees to comply with all signposts and official instructions as governed by the Authorities at all times. It is further required that the renter only uses roads that are in good, passable condition to prevent damage to the vehicle and ensure safety.
- Failing to follow signposts, instructions and advice is considered negligence and, regardless of circumstances, will constitute a breach of these Terms and Conditions.
- If tyres are deflated for any reason, driving at high speeds is extremely dangerous. Tyres must be reinflated prior to continuing in normal driving conditions.

4.6 The Company retains full ownership of the vehicle at all times.

4.7 The Renter shall take all reasonable care to prevent mechanical damage to the vehicle. Any damage caused by mechanical misuse — including, but not limited to, driving while engine temperature is in the red, ignoring warning lights, driving with the 4x4 engaged on paved roads or continuing to drive with a flat tyre — shall not be covered by any waiver or insurance and shall remain the Renter's sole responsibility.

5. VEHICLE RETURN

5.1 The vehicle must be returned in the same condition as stated in the vehicle checklist (fair wear and tear excluded).

5.2 The vehicle must be returned to the specified location, date, and time – as per Vehicle Agreement.

5.3 Any vehicle returned after 13:00 on Public Holidays, Saturdays or at any time on Sundays will be subject to an additional fee of N\$450.00.

5.4 In the event of a late return, the Renter agrees that the standard daily rate will continue to accrue, and additional fees will be charged until the vehicle is received by the Company.

5.5 The Client acknowledges that failure to return the vehicle as per the terms of this agreement shall constitute unlawful possession. In such event, the Company reserves the right to repossess the vehicle wherever it may be located and from any person in possession of it. The Client shall be responsible for all costs incurred in the recovery of the vehicle.

5.6 Vehicles returned late without prior arrangement will be reported stolen.

5.7 A valet fee of N\$600.00 is charged for cleaning of the vehicle.

5.8 Vehicle is delivered with a full tank of fuel and must be returned same.

6. DRIVER REQUIREMENTS

6.1 No driver under 23 years or without a valid driver's license (held for minimum of 2+ years) may operate the vehicle.

- Driver must be in possession of a valid, unendorsed license for the vehicle listed as in the Vehicle Rental Agreement.
- No unauthorised person/s may operate the vehicle.

6.2 The Renter (not necessarily the designated driver) remains liable even if someone else ("Additional Driver") drives the vehicle.

6.3 The Renter confirms all provided details are accurate and complete.

7. CHARGES PAYABLE BY THE RENTER

7.1 All traffic fines, penalties, and similar charges incurred by you or any authorised driver or otherwise logged against the vehicle during the rental period.

7.2 The full cost of repair or reinstatement in the event of any loss or damage not covered under the rental's Damage or Loss Waiver.

7.3 The Liability Excess as stipulated in the Rental Contract.

7.4 A Security Deposit of N\$5,000 must be pre-authorised (blocked) on a valid credit card prior to the release of the vehicle. This amount is not charged but held as a guarantee and will be released if the vehicle is returned in accordance with the Rental Terms.

7.4.1 The Security Deposit may also be applied toward any shortfall in fuel upon return of the vehicle. The Renter acknowledges that, in such event, the cost of refueling plus the applicable service fee will be deducted from the Security Deposit before the balance is released.

7.4.2 The release of the Security Deposit is subject to the final inspection of the vehicle and may take up to 14 (fourteen) working days to reflect in the Renter's account, depending on the policies of the issuing bank.

7.5 The cost of replacement for any lost or damaged vehicle keys.

7.6 The cost of repair or replacement of any accessories or items listed in the Vehicle Condition Report that are lost or damaged during your rental.

7.7 The cost to refill the fuel tank (diesel), including a service fee, as specified in the Rental Agreement, if the vehicle is not returned full.

7.8 The cost to repair or replace, at our discretion, any tyre that is punctured or returned in an irreparable condition.

7.9 All charges shall be applied at the rates specified in the "Rental Charges" section of our Rates and Charges Schedule, as attached to and forming part of this agreement.

7.10 The final amount payable by you will be determined following a final inspection of the vehicle, which will be conducted by us as soon as reasonably practicable after the vehicle is returned or recovered.



8. PAYMENT TERMS

- 8.1 All rental fees must be paid in full at the time of booking, unless otherwise agreed in writing.
- 8.2 The Renter may pay via bank transfer, credit card, or other approved methods.
- 8.3 The client remains liable for payment off all amounts due until the Company has been paid in full.
- 8.4 Payments are non-transferable.
- 8.5 Where the Company agrees to accept payment by credit card or charge card as specified on the website, the Renter's signature thereon shall constitute express authorisation for the Company to obtain payment and/or authorisation from the relevant issuer. Furthermore, such signature shall authorise the card issuer to debit the Renter with the full amount owing to the Company, including, but not limited to, any damages or losses incurred by the Company.

9. CANCELLATION POLICY

- Cancellation **more than 30 days** before rental start: **10%** of total rental cost.
- Cancellation **15–30 days** before rental start: **25%** of total rental cost.
- Cancellation **7–14 days** before rental start: **50%** of total rental cost
- Cancellation **less than 7 days** before rental start or no-show: **100%** of total rental cost.

10. LIABILITY & INSURANCE EXCLUSIONS

- 10.1 The vehicle is rented, hired, and used entirely at the Client's own risk (excluding fair wear and tear), from the moment the key and/or vehicle is handed over and in the Client's possession and control.
- 10.2 The Company may charge for damage without external collision or contact.
- 10.3 The Client is fully liable for any and all damage and/or Total Loss of the vehicle, regardless of cause, and whether or not such damage or loss is due to the Client's fault or negligence.
- 10.4 The Client's liability may be reduced by choosing one or more of the Company's optional Super Collision Damage Waiver (SCDW) or Zero Liability Cover products, subject to the specific Terms below. The selection or rejection of these options must be confirmed in the Rental Agreement, where the applicable Liability and Excess amounts will also be clearly stated.
- 10.5 If a Waiver Option is selected, the Client will remain liable for the stated Excess (first amount payable) as indicated in the Rental Agreement—provided no breach of this Agreement has occurred.
- 10.6 In the event that the vehicle is damaged, stolen, or lost under circumstances involving a breach of these Terms and Conditions, the Client shall be liable for the full extent of the Company's loss or damage, regardless of any Waivers purchased.
- 10.7 If no Waiver (SCDW or ZERO) is selected, the Client will be liable for all loss or damage up to the full amount of the applicable CDW Standard Excess. All applicable Excesses will be pre-authorised against the Client's credit card.
- 10.8 Insurance **Excludes**:
The Renter accepts that the Insurance will not apply, and full liability will rest with the Renter, in any of the following circumstances:
 - Total Loss or damage due to Driver negligence or breach of the Law
 - Damage to rims, interior of vehicle (burn marks etc.) or damage to the undercarriage of the vehicle
 - Single Vehicle Accidents including rollovers, the Renter remains liable for full Excess regardless of the Insurance option selected.
 - Water or mud damage resulting from partial or full submersion of the vehicle in water, muddy water, or flooded rivers—whether on or off-road.
 - Damage caused by sandstorms, sandblasting, or abrasive environmental conditions.
 - Any incident or damage not reported to the Company
 - Unauthorised cross-border travel without prior written approval
 - Unmarked Roads - Driving off-road or in terrain unsuitable for the vehicle type.
 - Use of the vehicle by any person not authorised or listed in the Rental Agreement
 - Operation of the vehicle under the influence of alcohol, drugs, or any impairing substance.
 - Use of the vehicle beyond the rental period or under an expired rental contract.
- 10.9 The N\$5,000 Security Deposit will serve as a guarantee and may be used toward the excess amount payable in the event of damage, as stipulated under the selected waiver option.
- 10.10 The Company is not required to pursue third-party claims.
- 10.11 Unless expressly stated in writing, damage to windscreens, windows, mirrors, lights, and tyres (including punctures, sidewall damage, and blowouts) is not covered by any insurance waiver and remains the Renter's responsibility.
- 10.12 Any damage or loss occurring outside Namibia without the necessary prior approval and compulsory third-party cross-border insurance shall render the Renter fully liable, regardless of waiver options selected.

11. INCIDENTS & ACCIDENTS (Procedure)

- The Renter must:
 - 11.1 In the event that the vehicle is damaged, stolen, or lost, the Renter and/or Driver shall take all reasonable steps to protect the interests of the Company, including but not limited to the following actions, where applicable:
 - 11.1.1 The Renter/Driver must notify the Company immediately or as soon as reasonably possible after becoming aware of the incident and must report the incident to the nearest police station within 24 hours. A police case number and a written incident report must be provided to the Company.
 - 11.1.2 The Renter/Driver must obtain the full names, contact details, and addresses of all parties involved in the incident, as well as any potential witnesses.



- 11.1.3** The Renter/Driver must not admit fault or liability, release any party from potential liability, settle any claim, or accept any denial of responsibility without the prior written consent of the Company.
- 11.1.4** The Renter/Driver must take all reasonable steps to ensure the safety and security of the vehicle and may not abandon the vehicle under any circumstances.
- 11.1.5** The Renter/Driver must fully cooperate with the Company and its Insurer in any investigation, claim, legal proceedings, or related actions, including providing affidavits or statements if requested.
- 11.2** If the Renter is not the Driver, the Renter remains fully responsible for ensuring that the Driver complies with all provisions set out in this clause. The Renter hereby warrants that the Driver will adhere to these obligations.
- 11.3** The Renter (and if applicable, the Driver) must forward to the Company any notice of claim, legal summons, or related correspondence received in connection with the incident or vehicle within 24 hours of receipt.
- 11.4** Failure to follow the above procedures may result in the Renter being held liable for the full extent of damages or loss and may void any applicable Insurance coverage.

12. BREAKDOWNS

- 12.1** All vehicles are covered under the manufacturer's warranty, which includes the drivetrain (engine, gearbox, and differential) as well as the vehicle's electronic systems. The manufacturer's extensive service network across Namibia ensures support in most towns and urban centres.
Should the vehicle travel to remote or non-serviced areas, delays in roadside assistance or repairs may occur due to limited access. The emergency contact numbers are available on our website as well as listed in the rental contract for your convenience.
- 12.2** Renter acknowledges that minor breakdowns, including but not limited to tyre punctures, are not covered under the manufacturer's warranty and remain the Renter's responsibility. Any costs incurred for repairs or services in relation to such breakdowns shall be borne by the Renter.
- 12.3** The Renter acknowledges that any repairs falling under the manufacturer's warranty must be carried out by a licensed repairer to ensure the warranty remains valid. Minor repairs, such as tyre changes or addressing small defects, are permitted and may be handled by the Renter if safe to do so. In the event of a breakdown requiring roadside assistance or repair services, the renter must first be contacted to obtain prior authorization before any action is taken.
- 12.4** Where a breakdown, immobilisation, or recovery is required as a result of negligence, misuse, incorrect fuel, or any breach of these Terms and Conditions, the Renter shall be liable for all towing, recovery, and related costs, in addition to any repair costs.

13. INDEMNITY

The Renter agrees to indemnify and hold harmless the Company, its Directors, Employees, and Agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including legal fees) arising from:

- Any breach of this Terms & Conditions by the Renter.
- Any damage to the vehicle resulting from negligence, misuse, or unauthorized use.
- Injury or death of any person, or damage to property, arising out of the Renter's use of the vehicle.
- Any fines, penalties, or legal costs incurred due to traffic violations, unlawful acts, or regulatory breaches committed during the rental period.

This indemnity shall remain in effect even after the termination or expiry of the rental period, insofar as the claims relate to events that occurred during the rental.

14. JOINT LIABILITY

The Renter and all listed Drivers are jointly and severally responsible for fulfilling the Terms & Conditions and paying any amounts due to the Company in terms of the Rental Agreement.

15. GENERAL

- 15.1** This Rental Agreement constitutes the entire agreement between the parties in respect of the subject matter contained herein. No party shall be bound by any representation, warranty, promise, or undertaking not expressly recorded in this Agreement, unless otherwise stated or provided for by the Company in writing.
- 15.2** Should any provision of this Agreement be declared invalid, unenforceable, or void by a court of competent jurisdiction, such provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions.
- 15.3** Any extension of time, leniency, or other indulgence granted by either party shall not constitute a waiver or variation of that party's rights. No delay or partial exercise of any right shall preclude the full enforcement thereof, and no failure to enforce any provision shall be deemed a waiver of future enforcement.
- 15.4** The Client authorises the Company to insert any details not known or available at the time of signing, provided such insertion does not materially alter the nature of the Agreement.
- 15.5** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Namibia. The Client consents to the jurisdiction of the Magistrate's Court, even if the value of any claim exceeds the monetary jurisdiction of such court. However, the Company may, at its discretion, institute proceedings in any competent division of the High Court.
- 15.6** The Client may not assign, cede, or transfer any of their rights or obligations under this Agreement, nor may they sublet, lend, or otherwise part with possession of the vehicle, its tools, accessories, or any component thereof.



- 15.7 If the Company initiates legal proceedings to enforce any rights under this Agreement, it shall be entitled to recover all legal costs from the Client, including attorney and own-client costs, collection commission, and any fees for tracing agents.
- 15.8 The Renter hereby elects the address provided in the Rental Agreement as his/her *domicilium citandi et executandi*, being the address at which all legal notices, documents, and processes may be validly served.
- 15.9 The Renter acknowledges that vehicles may be equipped with a GPS tracking system, which may record speed, location, and usage patterns. The Company reserves the right to access, use, and disclose such information as it deems appropriate, including for internal purposes or in legal proceedings.
- 15.10 Personal information may be used to recover vehicles.
- 15.11 The Company shall not be held liable for any delay, failure to perform, or inability to provide a vehicle due to causes beyond its reasonable control, including but not limited to natural disasters, extreme weather, road closures, strikes, acts of government, or civil unrest.
- 15.12 All Terms & Conditions as well as rates are subject to change without prior notice.

By proceeding with the booking, the Renter acknowledges that they have read, understood, and accepted these Terms & Conditions as binding.