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RANI CAR RENTAL CC

STANDARD TERMS AND CONDITIONS OF RENTAL

(As Mentioned in the Rental Contract)

THESE CONDITIONS LIMIT YOUR RIGHTS AND REMEDIES AND SHOULD BE
READ CAREFULLY.

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless the context indicates otherwise:

1.1.1 “Additional Driver” means the person who, in addition to the Driver, is reflected on the Rental Agreement as being duly authorised by the Company to drive the vehicle.

1.1.2 “Company” or “Car Rental Company” means Rani Car Rental CC, Registration Number [●], duly authorised in terms of the laws of the Republic of Namibia, and includes its licensees, sublicensees, and agents.

1.1.3 “Damage(s)” (in relation to the vehicle and/or Third Party Damage) means the actual costs of towing, transporting, and storing the vehicle; repairing any damage (including tyre and rim damage); replacing parts or accessories (without allowing for depreciation); paying an expert to inspect collision damage and report thereon; reimbursing such expert (an invoice, job card, or quotation produced by the Company will be prima facie proof of any such expenditure); or any other charges

incurred related to an incident of whatsoever nature. It includes a total loss when applicable.

1.1.4 “Day” means a period of 24 hours (or any part thereof), calculated from the time out as reflected on the Rental Agreement.

1.1.5 “Driver” means the person who is reflected on the Rental Agreement as being authorised by the Company to drive the vehicle.

1.1.6 “Extended Period” means any extension of the rental period beyond the agreed return date or time reflected on the Rental Agreement and authorised by the Company.

1.1.7 “Fuel Costs” means the costs incurred to refill the vehicle to a full tank.

1.1.8 “Rental Agreement/Contract” means the entire Rental Agreement issued by the Company to the Renter, including the damage report form and these standard terms and conditions. Once the Renter has signed the Rental Agreement, it will have the effect of a legally binding agreement between the parties.

1.1.9 The “rental period” means the period between the date when the vehicle is taken by the Renter and the termination date and time as specified on the Rental Agreement, or if such period is extended, the time and date entered on the Company’s records.

1.1.10 The “Renter” means all of the persons whose names appear on the Rental Agreement as Renter, Driver, or Additional Driver and who have produced a valid, unendorsed driver’s licence to the Company’s rental agent and, if required, their identity/passport documents.

1.1.11 “Vehicle” means the vehicle described in the Rental Agreement, including all keys, tyres, tools, equipment, accessories, and documents in and on the vehicle when the Renter takes delivery of it. It includes any replacement vehicle which has

been officially authorised by the Company, whether or not such replacement was authorised or approved by the Renter.

1.1.12 "Total loss" (in relation to a vehicle) means:

(a) Damages where the estimated cost of repairs is such that the vehicle is, in the sole and absolute discretion of the Company, uneconomical to repair; or

(b) When the vehicle is stolen or lost. The amount of the total loss will be the retail value as reflected in the applicable motor vehicle publication (such as Mead & McGrouther's) or, if not reflected therein, the price of a new vehicle (as supplied by the manufacturer) at the date of loss, less any salvage.

1.2 The singular shall include the plural and vice versa; pronouns of any gender shall include those of the other gender; natural persons shall include legal and juristic persons and vice versa.

2. RENTAL OF THE VEHICLE

2.1 The Company rents the vehicle to the Renter, who hires the vehicle subject to the terms and conditions set out herein. The Renter will be bound by these terms and conditions, irrespective of whether he was driving the vehicle at the time of any incident.

3. DELIVERY OF THE VEHICLE

3.1 Delivery of the vehicle takes place at the time the Renter takes possession of the keys and/or the vehicle.

3.2 The vehicle shall be deemed to have been delivered in good order and without any damage to, among other things, the paintwork, upholstery, and accessories unless such damage is recorded in writing and signed by both parties under the "vehicle condition report" on the Rental Agreement. Any damage not so recorded will be for the account of the Renter.

4. USE OF VEHICLE

4.1 The vehicle may only be utilised for the rental period or any extended period.

4.2 The Renter agrees that any extension noted on the Company's records shall correctly reflect such extended period.

4.3 The vehicle may only be driven by the Renter, Driver, or Additional Driver.

4.4 During the rental period, the vehicle may not be used:

- for the conveyance of passengers or goods for payment;
- to propel or tow any other vehicle (including any caravan or trailer) unless authorised by the Company in writing;
- to transport goods in contravention of any customs laws or in any other illegal manner;
- in any motor sport or similar high-risk activity;
- beyond the borders of Namibia unless authorised by the Company in writing;
- in any area where there is or may be a risk of civil unrest, political disturbance, or riot.

4.5 The Renter, Driver, and/or Additional Driver shall make adequate provision for the safety and security of the vehicle including but not limited to ensuring the vehicle is:

- kept properly locked;
- secured and immobilised when not in use.

4.6 The Renter shall ensure the keys of the vehicle are always under his control.

4.7 The Renter shall remain responsible for using the correct fuel type for the vehicle when refuelling.

4.8 The Company at all times remains the owner of the vehicle.

5. RETURN OF THE VEHICLE

5.1 The Renter shall return the vehicle, at the Renter's expense, to an authorised representative of the Company on the agreed return date, time, and at the agreed renting location as reflected on the Rental Agreement.

5.2 Failure to return the vehicle in terms of the agreement shall constitute unlawful possession by the Renter, and the Company may repossess the vehicle wherever it may be found and from whomever is in possession thereof. Any costs incurred in recovering the vehicle, as well as the cost of additional rental days, will be for the account of the Renter.

5.3 Should the vehicle not be returned as indicated in 5.1 above, any insurance cover becomes null and void for the entire contract period.

5.4 Should the vehicle not be returned as indicated in 5.1 above, the vehicle may be reported as stolen to the relevant authorities.

5.5 The vehicle shall be returned undamaged, in good order, and in roadworthy condition, fair wear and tear excepted.

5.6 If the Renter returns the vehicle to any renting location of the Company, the Renter shall:

- ensure that the vehicle is properly locked and secure; and
- hand the keys to an authorised representative of the Company or leave the keys in a drop safe provided at the Company's offices if the office is not open for business.

5.7 The vehicle and all risk relating to it remain the responsibility of the Renter until the Company has recorded the return of the vehicle.

6. THE RENTER/DRIVER

6.1 The vehicle may not be driven by any person under the age of 23 and/or who has not been in possession of a valid driver's licence for at least one (1) year.

6.2 The Renter warrants that:

- the vehicle will never be driven by any person whose blood alcohol concentration exceeds the limit permitted by any law or regulation;
- the vehicle will never be driven while under the influence of intoxicating liquor, narcotic drugs, or similar substances;
- every driver of the vehicle will have a valid, unendorsed driver's licence;
- every driver will comply with all applicable laws;
- every driver will comply with all provisions of this Rental Agreement.

6.3 If the vehicle is driven by anyone other than the Driver or Additional Driver (irrespective of the Company's other rights or remedies), the Renter shall remain

liable for all obligations in terms of this Agreement as if he had been driving the vehicle himself.

6.4 The Renter warrants that:

- he is entitled and authorised to enter into this Rental Agreement;
- all particulars given to the Company and/or recorded on the Rental Agreement are true and correct.

7. RENTAL RATES AND CHARGES

7.1 The Renter shall be liable for all fines, penalties, and similar expenses (including parking, traffic, and other offences) incurred through the use of the vehicle during the rental period, and the Renter indemnifies the Company against such liability.

7.2 Any equipment rented from the Company (e.g., camping equipment, GPS, baby seat, etc.) is subject to the Company's standard terms and conditions of rental, with a maximum liability of N\$5,000.00 in the event of loss or damage unless otherwise specified.

8. PAYMENT

8.1 The Renter shall not be entitled to withhold or set off any payment due under this agreement for any reason whatsoever.

8.2 The Renter remains liable for payment of any and all amounts due which are not paid or settled in full by the issuer of any credit card.

8.3 If the Company has agreed to accept payment from the Renter by credit card or charge card, the Renter's signature on the Rental Agreement constitutes authority for the Company to obtain authorisation and/or payment. The signature also constitutes authority for the issuer of the card to debit the Renter with the total amount due to the Company (including damages or loss).

8.4 If the Renter returns the vehicle before the date due on the Rental Agreement, the Company may, at its sole discretion, charge either (a) the usual rates and charges for the period and/or kilometres actually used; or (b) the rates and charges as if the full rental period and/or kilometres occurred.

8.5 In the event of an accident or if the vehicle is stolen or lost, the amount of the damages, the total loss suffered by the Company, or the amount reflected on the Rental Agreement is payable on such terms as imposed by the Company at its sole but reasonable discretion.

8.6 If any amount is not paid on the due date, the Company may (without prejudice to any rights it may have and subject to Namibian legislation) charge interest on the overdue amount at the maximum rate permitted by law.

8.7 A certificate by any Director, Manager, or Accountant of the Company, whose capacity need not be proved, as to any amount owed by the Renter to the Company shall constitute prima facie proof of the amount due.

9. CANCELLATION POLICY

9.1 Any cancellation of the Rental Agreement must be submitted to the Company in writing prior to the Renter taking possession of the vehicle.

9.2 The following cancellation policy will apply:

- Cancellation more than 30 days before rental: Full refund
- Cancellation 14 to 30 days before rental: 15% of full value of booking
- Cancellation 7 to 13 days before rental: 25% of full value of booking
- Cancellation less than 7 days before rental / no-show: 50% of full value of booking

10. RENTER'S RISKS AND LIABILITIES

10.1 The vehicle is at the sole risk of the Renter (fair wear and tear excepted) from the moment the key and/or vehicle is handed to the Renter until such time as the Company has recorded the return of the vehicle in terms of clause 5.

10.2 The Company may charge the Renter either the actual amount of the loss or damage suffered or a reasonable amount at its sole discretion if loss or damage has occurred in a situation where no physical contact is made with another vehicle, animal, object, or person (on the road surface used), regardless of any waivers.

10.3 If the vehicle is damaged, stolen, or lost in a situation where there is a breach of any of the terms and conditions of this Agreement, the Renter will be liable for the total loss and/or damage suffered by the Company.

10.4 Insurance cover does not include (this list is not exhaustive):

- Total loss due to the Renter's and/or Driver's negligence;
- Damage or total loss sustained whilst the Renter/Driver is in breach of any applicable law (including speeding);
- Damage or total loss sustained where incidents are not reported as contemplated in clause 11;
- Damage or total loss sustained where the incident takes place outside the country in which the vehicle was rented, unless prior written authority to take the vehicle outside such country has been obtained;

- Damage or total loss sustained if at any time the vehicle is driven by an unauthorised driver;
- Damage or total loss sustained where the vehicle has been driven or used in a manner that prejudices the Company's interests or rights (including prohibited uses in clause 4), in the Company's sole discretion;
- Damage or total loss sustained if the Driver did not hold a valid, unendorsed driver's licence at the time;
- Damage or total loss sustained where the rental period has expired and no extension has been authorised by the Company;
- Damage or total loss caused by driving on roads unsuitable for the vehicle, in the sole but reasonable discretion of the Company;
- Damage or total loss sustained if the Driver's blood alcohol concentration exceeded the legal limit or if the Driver was under the influence of intoxicating liquor, narcotic drugs, or similar substances;
- Damage to the vehicle from off-road driving (i.e., driving on a non-public road).

10.5 The Renter is liable for all fines and/or penalties incurred during the rental period and hereby authorises the Company to disclose any information required by any authority to process such fines or penalties.

10.6 Notwithstanding anything in this Agreement, the Company shall not be obliged to make or proceed with any claim against a third party for the recovery of any loss or damage to or in connection with the vehicle. Accordingly, the Company shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms.

11. PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE VEHICLE

11.1 If at any time the vehicle is damaged, stolen, or lost, the Renter and/or Driver shall take every reasonable precaution to safeguard the Company's interests, including but not limited to:

- Notifying the Company immediately or as soon as possible after becoming aware of the incident and within 24 hours reporting it to the nearest police station, obtaining a police case number, and furnishing the Company with a written report.

- Obtaining the names and addresses of everyone involved and any possible witnesses.

- Not admitting any responsibility or liability, nor releasing any party from liability or potential liability, nor settling any claim or potential claim against or by any party, nor accepting any disclaimer of liability.

- Making reasonable provision for the safety and security of the vehicle and not abandoning the vehicle under any circumstances.

- Cooperating with the Company and its insurer in the investigation, the making or instituting of any claim or action, and the defence of any prosecution, claim, or action relating to the incident (including making an affidavit if requested).

11.2 If the Renter is not the Driver, the Renter shall ensure that the Driver complies with the provisions of clause 11, and the Renter warrants that the Driver will do so.

11.3 The Renter shall, within 24 hours of receipt, furnish to the Company any notice of claim, demand, summons, or similar document received in connection with the vehicle.

12. INDEMNITY OF THE COMPANY BY RENTER

12.1 Neither the Company nor any of its directors, officers, or employees shall be liable for any loss or damage (including property left or transported in the vehicle, loss of life, or damage arising from the installation or condition of a child seat or accessory in/on the vehicle) unless caused by the Company's proven negligence.

12.2 The Company, its directors, officers, and employees are indemnified by the Renter or the Renter's estate against any claim of any nature whatsoever and

however arising out of or in connection with the renting of the vehicle contemplated in these terms and conditions.

13. JOINT AND SEVERAL LIABILITY

13.1 The Renter and every person named as Driver on the Rental Agreement shall be liable jointly and severally for payment of all amounts due to the Company in terms of or pursuant to the Rental Agreement.

14. GENERAL

14.1 The Rental Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and neither party shall be bound by any undertakings, representations, warranties, promises, or the like not recorded by the Company herein.

14.2 All provisions of the Rental Agreement are severable. No provision shall be affected by the invalidity of any other provision. Should any part of this Agreement be struck out by law or declared invalid, the parties will favour an interpretation placing them in substantially the same position as before or as close thereto as possible.

14.3 No extension, latitude, or indulgence granted by any party will be taken to be implied consent or a waiver of rights. It will not prevent any party from enforcing strict and punctual compliance with each and every provision or term of this Agreement at any time without notice.

14.4 This Rental Agreement and all disputes arising from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of Namibia.

14.5 The parties consent to the jurisdiction of the Magistrates' Court, at the Company's election, notwithstanding that the claim may exceed such court's jurisdiction. The Company may also elect to institute proceedings in the High Court of Namibia.

14.6 The Renter shall not be entitled to cede any rights or assign any obligations under this Agreement, nor shall the Renter sub-rent or part with possession of the vehicle, its tools, or equipment.

14.7 If the Company institutes legal proceedings against the Renter, the Company shall be entitled to recover from the Renter all legal costs, including attorneys' fees on an attorney-and-own-client scale, collection commission, and tracing agent charges.

14.8 The Renter chooses the address specified on the Rental Agreement as his domicilium citandi et executandi (i.e., the address for service of all legal processes).

14.9 Certain vehicles may be equipped with a vehicle management system that records speed and other information relating to the rented vehicle. The Company shall be entitled to use such information as it deems fit, including for court proceedings.

14.10 Notwithstanding anything to the contrary, the Renter explicitly authorises the Company to make use of any and all personal information provided for the purposes of tracing and recovering any vehicle that is not returned to the Company at the agreed time and date reflected on the Rental Agreement. This may include triangulation of mobile phones in accordance with applicable Namibian Electronic Communications legislation.

15. ADDITIONAL CLAUSES

Below are new or expanded clauses, indicated with [[ADDITION]]:

15.1 SECURITY DEPOSIT [[ADDITION]]

15.1.1 The Renter may be required to pay a refundable security deposit prior to taking possession of the vehicle. This deposit shall be held by the Company to cover any additional costs incurred during the rental (e.g., fuel shortage, damages, fines, missing equipment).

15.1.2 The Company shall refund the deposit (less any authorised deductions) after the vehicle has been inspected and final rental charges have been calculated.

15.2 MECHANICAL BREAKDOWN AND ROADSIDE ASSISTANCE [[ADDITION]]

15.2.1 In the event of a mechanical breakdown not caused by the Renter's negligence, the Company shall provide or arrange roadside assistance.

15.2.2 The Renter is required to notify the Company immediately in the event of a mechanical failure. Unauthorised repairs or towing by the Renter may result in the Renter bearing those costs.

15.3 CROSS-BORDER TRAVEL [[ADDITION]]

15.3.1 Written authorisation from the Company is required for any travel outside Namibia's borders. Failure to obtain prior authorisation voids any insurance cover and renders the Renter liable for all damages, losses, or costs incurred outside Namibian territory.

15.3.2 The Renter is responsible for all cross-border charges, tolls, and any other fees or permits required by the country visited.

15.4 KILOMETRE/MILEAGE LIMITATIONS [[ADDITION]]

15.4.1 The Renter acknowledges any daily or total kilometre allowances noted on the Rental Agreement. Excess kilometres may be charged at the applicable per-kilometre rate.

15.4.2 Unused kilometres may not be carried over to another rental or used to offset any other charges.

15.5 VEHICLE CONDITION AND CLEANLINESS [[ADDITION]]

15.5.1 The Renter must return the vehicle in a reasonably clean condition. Excessive dirt, spillage, or soiling may incur an additional cleaning fee.

15.6 PRIVACY AND DATA PROTECTION [[ADDITION]]

15.6.1 By entering into this Agreement, the Renter consents to the Company storing and processing personal data in accordance with applicable data protection laws.

15.6.2 The Company will not share personal data with third parties except as required by law or for the legitimate purposes of performing this Agreement (e.g., traffic fines, recovery of the vehicle).

ACKNOWLEDGEMENT

By signing the Rental Agreement, the Renter acknowledges that he has read, understood, and agrees to be bound by these Standard Terms and Conditions of Rental and the Additional Clauses set out above.

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