THRSA
Tourism Holdings Rental SA (Pty) Ltd.

H/O Johannesburg	Cape Town	Namibia
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TERMS & CONDITIONS OF RENTAL - 4x4 EQUIPPED VEHICLE RENTALS

(SOUTH AFRICA, LESOTHO, SWAZILAND, BOTSWANA, NAMIBIA, ZIMBABWE, ZAMBIA & MOZAMBIQUE)

01 NOVEMBER 2016 - 31 OCTOBER 2017

Standard Rates include:

- Unlimited kilometres
- Airport / Hotel Transfers (Within 25kms from primary depots)
- 2 x Drivers (third, fourth and fifth driver charged separately)
- Living, kitchen & sleeping equipment
- Full water tank and gas bottle(s)
- Standard Excess Insurance Cover R/N$45 000 excess
- 14% VAT (Value Added Tax) in South Africa, 12% in Namibia and 15% in Namibia
- Credit Card Fees
- Emergency assistance
- Fold out maps

Standard Rates Exclude:

- Super Cover with a security deposit of R/N$3000,00/USD215

Minimum Rental Duration and Costings

Minimum rental period: 7 days. 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 24hr cycle.

Depots

Primary:
South Africa: Johannesburg, Cape Town
Namibia: Windhoek

Secondary:
As per the attached schedule – charges apply

Office Hours: Rental Locations

Monday to Friday:	08h00 – 16h30 (last handover at 15h00, last return at 16h00)
Saturday:	08h00 – 13h00 (last handover at 11h00, last return at 12h00)

After Hour surcharge applies at a cost of R500 per collection or return outside of the normal Office hours. After hour operations are as follows:

Saturday:	13h00 – 16h00
Sundays & Public Holidays	08h00 – 16h00

(Late returns will be charged on a per day basis)
All branches are closed 25 December (Christmas Day)

1. Collection

Vehicle handover will take approx. 2-3 hours, depending on the questions asked and client feedback. 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. THRSA must be notified within 24 hours, should the renter experience any glitches, problems, malfunctions or discomfort is experienced. No compensation or liability for lost time will be given, if issues are only reported on return of the vehicle. Rental days lost due to the renter collecting the vehicle after the agreed collection date, will not be refunded.

2. Return

When returning the vehicle, please set aside an hour for the vehicle and equipment to be checked. Although we request that the vehicle be returned with a full fuel tank, as a courtesy to the next renter our representatives will take the vehicle to our refuelling station to ensure that the vehicle is full. Should top-ups be required, the fuel amount will be deducted from the renter's nominated credit card. Vehicles must be returned clean, in order for the vehicle check in to be done. Vehicles returned dirty will be charged a cleaning fee of R/N$1000.00. Any vehicles returned later than the agreed return date, or outside of normal office hours (without prior arrangement), will be charged a full day's rental. Rental days lost due to the renter returning the vehicle before the agreed return date, will not be refunded.

3. Licence

A valid EB or code 08 national or an ENGLISH international driver's licence for vehicles less than 3500kg, is required.

4. Minimum Age

The minimum age is 21 years and the maximum is 85 years.

5. eToll Policy

For all rentals despatched from, departing and/or returning to our Johannesburg depot will be charged a fee of R500 per rental agreement. This fee will be included in your quotation when applicable. eToll tags are installed in all our vehicles. These tags are debited with gantry levies in Gauteng, and also open gates on debit at toll gates on the major roads in South Africa that bear the eToll logo.

6. Liability Options:

THRSA offers 2 liability cover options, namely, Standard & Super Cover. This cover is NOT a personal liability cover, but cover for damage to our vehicles and/or 3rd party property. Details below:

Standard Cover

This cover carries an excess of R/N$45,000.00 which is applicable in the event of any accident or damage to either our vehicle or third party property. This excess of R/N$45,000.00 is pre-authorised on the renter's Visa or MasterCard credit card at the time of collection. Funds will only be deducted from this amount, should the renter return the vehicle in a damaged condition or for any 3rd party damage. If no claims exist, this excess is released within 21-30 working days from date of return, by the renter's financial institution. Standard liability cover does not include repair to or replacement of tyres and windscreens.

Super Cover

A daily rate is charged per day as per your quotation/rental agreement detailed as SUP. This cover is a NO EXCESS cover and is applicable to the vehicle and third party property damage and includes the cost of replacing or repairing of windscreens and tyres, radio theft and recovery costs. A security deposit of R/N$ 3,000.00 is pre-authorised on the renter's Visa or MasterCard credit card at the time of collection to ensure that the vehicle is returned to the agreed location, on the agreed date, in a clean condition and no items are lost or damaged. This security deposit is fully refunded within 21-30 working days, after date of return, should all the terms and conditions be adhered to.

7. Claims Handling Fee

A handling fee of R/N$500.00 is charged on all damage/accident claims irrespective of the liability cover option taken.

8. Accidents:

Single vehicle accidents are included in all liability cover options, except in the case of roll-overs. In case of damage to the vehicle rented, the following will apply:

The incident:

All accidents must be reported to THRSA, and by law, to the Local Police within 24 hours. An AR (accident report) 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 liability cover and the Renter becomes fully liable for all costs. We advise that you take as many photographs of the accident scene and also obtain the third party details. These can be recorded on the reverse side of the rental pack envelope supplied to you on collection. We also suggest you take a photograph of the driver's licences of the persons involved. An accident

report which is provided in the RENTAL PACK, must also be completed. These documents and records of evidence will be submitted to THRSA in order to process the incident.

The vehicle:

The renter is responsible for the recovery of the damaged vehicle to the original rental branch depending on the liability cover option taken. A replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made. THRSA reserves the right to withhold a replacement vehicle; this does not entitle the client to any claims against THRSA.

If the renter requires a replacement vehicle to be delivered, charges will be levied according to the liability cover option taken on the rental.

If the renter is not able to take a replacement vehicle, no refunds for early termination of the contract will be considered.

Should the renter continue with a replacement vehicle, this vehicle will be noted under the current rental contract and standard cover will be applicable. This includes a new R/NAM$ 45,000-00 pre-authorisation on the nominated credit card. Super waiver cover is not available on a replacement vehicle.

Should the applicable excess be charged, and should THRSA be successful in the reimbursement of that amount by the 3rd party, this amount will be refunded to the renter. This process could take up to three years.

Exceptions & Conditions:

Exclusions of all cover options:

The renter is fully liable for any damage to the THRSA vehicle or third party property if:

- Any terms of the rental contract is breached;
- Damages are sustained whilst the renter/driver is in violation of any traffic laws or ordinances;
- Damage to the vehicle is caused by careless, wilful or reckless driving. This includes:
  - Driving under the influence of alcohol or drugs
  - Driving on restricted or unrecognised roads
  - Driving after sunset
  - Driving over the recommended speed limits as outlined in this document
  - Not adhering to the vehicle height restrictions;
- Related to water submersion or salt water damage:
  - A vehicle may not go through water higher than 30cm in depth;
- The vehicle was driven in a country in which written approval was not obtained from THRSA;
- Damage is incurred due to incorrect use of the hand brake;
- The damage is to the clutch (An allowance of up to three days after collection is given, in which time a faulty clutch can be reported. Thereafter, it is deemed as the renter's responsibility). The customer is then liable for:
  - The cost of the clutch kit which is R/N$10,500-00 including VAT and installation;
- There is undercarriage damage. This includes damage to the following:
  - Side sills, prop-shaft, torsion bars, stone guards, all undercarriage parts.
  - Engine & transmission, including the gearbox, side shaft, exhaust system, leaf springs, bottom spare tyre/hanger and oil sump;
- Roll-overs are not covered in any liability cover options. A roll over is defined as a vehicle sustaining all types of damage due to it not being on all 4 wheels;
- The incorrect fuel is pumped into the fuel tank and/or fuel in the water tank will incur a R20 000,00 cost. THRSA advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused;
- Any roof damage, is not covered. The renter is liable for all damages. Caution needs to be taken when driving under branches, bridges, through archways or any overhead obstructions.

The renter is responsible for any damages or accidents that THRSA 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.

THRSA is not responsible for any damage or theft to items of a personal nature. Travel and personal insurance is strongly recommended.

Rules in respect of replacement vehicles (whether due to an accident or vehicle damage)

- In the case of undercarriage, clutch or water damage the following is applicable:
  - The repairs and recovery (towing) costs of the vehicle is the responsibility of the renter. The following recovery / replacement rates will apply:

- Within South Africa:
  - ZAR/N$ 6-00 per kilometre
- Outside of South Africa:
  - ZAR/N$ 12-00 per kilometre
  - To & from Maun incurs an extra R/N$ 9,500-00

- Should a replacement vehicle be required, THRSA will replace the vehicle within 24 hours in South Africa and 48 hours outside the South African borders.
- A new pre-authorisation for the standard cover excess, will be blocked on the nominated Visa or MasterCard credit card for the replacement vehicle.

9. AIR-CONDITIONING

The air-conditioning supplied in the cabin of the vehicle, is designed to be used in South 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 stationery, or idling for prolonged periods, the cabin air-conditioner must be switched off to prevent damage.

10. DUST INGRESS

Namibia and Botswana are predominantly arid desert regions and the majority of secondary routes travelled, are on unsealed 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.

11. PAYMENT

THRSA does not accept CASH or CHEQUE as payment in any way.
Valid Visa/MasterCard credit cards, debit cards, EFT or bank transfer payments are accepted for rentals.
Pre-authorisation: THRSA only accepts valid Visa and MasterCard credit cards that are embossed, in order to place the pre-authorisation for liability cover / security deposits and excesses.
The holder of the credit cards needs to be present at vehicle collection.
THRSA is not responsible for any currency fluctuations that may occur in any transactions.

FULL PAYMENT must be received 14 working days prior to date of collection.

12. EQUIPMENT

All vehicles are supplied with equipment (unless otherwise agreed upon). Our liability cover options do not cover any equipment supplied with the vehicle. Any loss or damage to the equipment including items such as GPS, fridges, compressors, tents etc. will be charged to your credit card. Should any of your equipment malfunction during the rental period, THRSA is not liable to provide a replacement vehicle. Repairs can be made according to clause 15 named Vehicle Repairs.

13. ROAD RESTRICTIONS

4x4 Equipped vehicles are allowed to be driven on public bitumen/tar roads or gravel roads as well as on public recognized 4x4 tracks in Botswana, Mozambique (Up to Vilanculous only), Namibia, South Africa, Zambia (Livingstone only) and Zimbabwe (No further North than Harare). THRSA does not allow our vehicles to enter the following countries under any circumstances: Kenya, Angola, Malawi or Tanzania.

14. CROSS BORDER DOCUMENTATION

A cross border fee per vehicles per rental of R650.00 applies for cross border documentation into Botswana, Lesotho, Mozambique, Namibia, Zambia, Zimbabwe and Swaziland. The vehicle documentation is for the vehicle cross border requirements ONLY. THRSA are not liable for the arrangement or payment of visas, permits, third party insurances or road taxes applicable to the countries of entry. These are for the renter's account and can be arranged prior to travel or at the borders of the applicable countries. All cross border applications are to be accompanied by a clear copy of the renter's passport & driver's license to be received seven days prior to collection.

15. 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 R/N$ 1,000.00 may be affected without prior authorisation from THRSA and such repairs will be reimbursed, on the submission of a claim with original receipts attached. Amounts above R/N$ 1,000.00 will require verbal/telephonic approval from THRSA on-road assistance. (numbers provided in your rental pack).

Should a call-out fee be charged by a supplier to replace a tyre, approval must be obtained from your collection branch. Should permission be granted by THRSA for an overnight stay in a lodge, due to repairs, a maximum allowance of R800 per night per vehicle is granted for a maximum of one night in South Africa, and two nights outside of South Africa.

Should a replacement vehicle be required due to a mechanical fault not due to negligence, THRSA will replace the vehicle within 24 hours in South Africa and 48 hrs outside of South Africa, at no extra cost to the renter.

16. KEYS

THRSA must be informed of keys lost or locked inside a vehicle. The replacement or recovery of keys is for the renter's account. THRSA 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.

17. TYRES

The renter is responsible for the repairing of flat or punctured tyres. The driver should not exceed indicated speed limits, but THRSA recommends a speed of 100km/h on tarred roads, and 40km/h on gravel/sealed or corrugated roads. Tyres get hot and pressures increase at higher speeds. Tyres are then susceptible to damage especially on uneven surfaces. When replacing a tyre, please ensure that it is of the same brand, size and ply rating as that of the damaged tyre. Reconditioned or re-treaded tyres are NOT acceptable. The renter is required to check the tyre pressure when the tyres are cold (i.e. not after travelling for more than 10km), at regular intervals. All tyres should be checked, including spares.

18. TRACKING:

All THRSA vehicles are fitted with SABS approved tracking devices. Tracking is monitored in all Southern Africa destinations as allowed by THRSA. THRSA 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 renter is in breach of any terms or conditions of the rental agreement.

19. INFRINGEMENTS

The renter 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 ZAR/N$250 for each infringement or penalty notice that has been redirected by THRSA to the renter.

20. CANCELLATION / NO-SHOW PENALTIES

Cancellations are charged according to the below. Fees in percentage of total rental amount.

56 days before collection	:	25%
42-55 days before collection	:	35%
21 – 41 days before collection	:	50%
14 – 20 days before collection	:	75 %
No show or cancellation less than 14 days of collection:		100%

21. MULTIPLE RENTALS - MINIMUM OF 11 DAYS PER COUNTRY

As a franchisee of BRITZ, multiple Britz rentals can be combined to qualify for a longer term rental rate. South African, Australian and New Zealand rentals can be combined to qualify if travel is within a 12 month period.

22. FEES – MANDATORY CONTRACT; EQUIPMENT; EXTRAS; ONE-WAY & DELIVERY/COLLECTION:

Extra equipment and fees per the below, are to be booked at time of reservation or can be requested on collection if required and subject to availability.

MANDATORY ITEMS	**CHARGE**
Contract Fee	Included
eToll / Admin Fee (charged on all departures or returns in/from Johannesburg. (this includes secondary depots - deliveries and/or returns)	Included
After Hours Surcharge (for all departures/returns outside normal office hours and on request) – refer to office hours	€35
Handling Fee (payable on claims due to damage / accident)	Included
Traffic fine admin fee (Payable if a fine is levied)	R/N$ 250.00
Change of destination fee	R/N$ 1000.00 *after commencement of rental plus the applicable one way fee
Transfers between 25km and 70km of our depot	€30

EQUIPMENT & EXTRAS	CHARGE
Baby / Child Seat	€20 per seat per rental
Border Documentation	€45 per rental
Additional Driver (from driver #3)	€15 per driver
GPS	€4 per day to a max of €50 per rental
Living equipment for extra person	€40 per rental
ONE WAY / DELIVERY OR COLLECTION:	
A fee is charged for any rentals that require a one way drop off or collection between primary depots. A fee is charged for any rentals that require a delivery or collection between a primary & secondary depots or a secondary and secondary depot. Please refer to the ONE WAY, DELIVERY/COLLECTION FEES schedule. Please also note that vehicles delivered to a location may not be handed over with a full fuel tank.	

23. SUBSTITUTIONS

If, for reasons beyond our control, the reserved vehicle is not available, THRSA reserve the right to substitute a comparable or superior vehicle at no extra cost to the renter. This shall not constitute a breach of contract and does not entitle the renter to any form of refund.

24. TAXES & CURRENCY FLUCTUATIONS

All charges include 14% VAT in South Africa and 15% VAT in Namibia. All rates are quoted in ZAR and NAM$ THRSA is not responsible for any currency fluctuations that may occur in any transaction.
Terms and conditions are subject to change in accordance with changes in government taxes.

25. GENERAL

Any claims or legal action in connection with the provision of our services to the client will be governed by the laws of South Africa/Namibia. Any claim or legal action against the suppliers is likely to be subject to the terms and conditions of our contract with them.

- Locations within South Africa are charged at South African vehicle daily rates.
- Locations outside South Africa are charged at Namibia vehicle 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.

26. ALL RIGHTS RESERVED

Rates and terms and conditions of rental may be subject to change.

African Travels vs THRSA
African Travels has been in partnership with THRSA for many years and to full satisfaction. Contact us info@africantravels.com for more information or inquiries.

WWW.AFRICANTRAVELS.COM