

## MASTER TERMS AND CONDITIONS

The purpose of these terms and conditions is to define the provision of rental vehicles. Europcar's trade partners will at the time of reservation ensure that the customer is informed of all terms herein that refer to the customer's obligations. Unless otherwise specified, the vehicles will be reserved subject to these terms and conditions. Terms and conditions apply to South Africa, Namibia, Botswana, Swaziland and Lesotho.

**Rates are quoted in the currency of the rental originating country (CUR).**

### FLEET

1. Europcar reserves the right to offer more than one vehicle model within each vehicle category.
2. Europcar reserves the right to change the vehicle models within each vehicle category for another vehicle model with similar specifications without notice.
3. Europcar cannot guarantee a specific vehicle brand however will accommodate any requests based on availability.

### PRODUCT

1. Rate Codes apply to each product offer. The Rate Code and Account Number must be specified at the time of reservation and also stipulated on the voucher. Failure to do so may result in incorrect billing. In this case Europcar cannot be held responsible and is not liable for any compensation as a result.
2. Daily rates are calculated in cycles of 24 hours, from time of pick up to time of drop off. The renter will be billed directly for additional rental days not covered by the voucher provided, at extension rates.

### NAVIGATION SYSTEM

GPS rentals are available from main branches in South Africa, Namibia, Botswana and Swaziland. This unit plugs into the vehicle's cigarette lighter point and is operated through a touch screen. Units are supplied in personalised Europcar carry bags with Quick Reference Guide on how to use. 48 hours notice is required for reservations in remote areas. Rentals are subject to an excess of CUR 1 500 in the event of loss or damage.

1. The following information is required at the time of reservation and must be specified on the voucher (in English) –
  - Rate Code
  - Account Number
  - Number of Rental Days
  - Pick up rental location, date and time
  - Drop off rental location, date and time
  - Renter's surname and initials
  - Vehicle group required
  - Reservation Number (voucher)
2. Should the rental exceed 31 days, an additional rental agreement will apply for each period of 31 days. Additional vouchers will be required accordingly.
3. Should Ancillary charges such as one way fees be pre-paid these details must be stipulated at the time of reservation and clearly noted on the voucher.
4. Payment is not conditional upon Europcar submitting a voucher to the tour operator. If the tour operator wishes to operate on a voucher basis, whether paper

or electronic, then the onus is on the tour operator to ensure the voucher is issued and that the renter presents this voucher to Europcar at the time of check out. If the rental has taken place Europcar is entitled to be paid.

### **RENTAL**

1. Europcar shall rent the VEHICLE to the renter for the RENTAL PERIOD at the contracted daily rental rate together with the charges for ancillary products and or services. Where no additional charges are stated, the rates in the BROCHURE or such other agreement as the parties may have entered into, shall apply. The renter will pay all taxes and charges for miscellaneous services which apply hereto and for the filling of the fuel tank.
2. A refuelling charge may apply.
3. All payments are due on demand, but at latest on expiry of the RENTAL PERIOD. No payment shall be set-off or withheld in terms of this agreement for whatever cause.
4. The travel agent has to ensure that the renter is aware of its obligations as per the terms and conditions of rental stipulated herein. We encourage all our renters to be careful of the safety aspects applicable to the country of rental and specifically the safety process that is applicable for Namibia which the Renter is encouraged to undergo prior to rental.

### **DAMAGE AND LOSS WAIVERS**

1. Damage and Loss Waivers are included in the product. Please refer to rate grids for details of exactly what is included and excluded for each product.
2. Waivers must not be regarded as insurance. When waivers are purchased (generally included in the rates) Europcar's right to recover the total damage or loss amount is waived or partially waived.
3. It is essential that Europcar is advised of which option the client has purchased at the time of reservation. The Rate Code must be clearly stipulated on the voucher.
4. Waiver options are available for the reduction of liability in the event of loss, theft and/or damage to the vehicle excluding tyre and windscreen damage. The Renter will be responsible for the full replacement value of the vehicle, should theft/loss/damage be caused due to negligence, one driver accident with no extenuating circumstances, wrong and/or illegal actions or omissions or if waivers were declined.
5. In the event of damage caused due to negligence, one driver accident and/or illegal actions a replacement vehicle will not be supplied.
6. The Renter is responsible for double the limited liability amount applicable (subject to group of vehicle), where the vehicle has been written off.

NEGLIGENCE includes –

- Driving in contravention of any law
- Exceeding the legal road speed limit
- Driving under the influence of Alcohol or other substances
- Driving off the road or in conditions that are not suitable for driving, such as sand storms
- Allowing a driver who is not the renter, or not nominated as an additional driver on the Rental Agreement, to drive the vehicle
- A single vehicle accident, unless extenuating circumstances apply

### **NAMIBIA**

Rental vehicles in Namibia are equipped with a satellite tracking device to monitor speed, harsh braking and cornering.

Renters are required to view a short 'safety video' to familiarise themselves with the road conditions in Namibia before the rental commences. This is for the safety of the renter and other road users.

Credit Card authorisation is required at the time of rental to cover damage or loss resulting from any negligent act. The level of authorisation is in accordance with the schedule applied with your contracted rates.

### **THIRD PARTY INSURANCE/CLAIMS**

Third Party Insurance is included in the product (refer attached schedule).

For purposes of this clause, third party claims refers to any claims by a third party in respect of damage or loss that you may cause to any other vehicle or property.

1. When an accident occurs and a third party is involved (regardless of fault) the following information is required. If this information is not accurate or detailed, all cover may be negated –

- either a Passport or ID Card (SA & SADC residents)
- contact telephone number (land line and mobile, where available)
- physical address
- e-mail address (if possible)
- the location of the police station where the accident was reported, including the telephone number
- Police Case Number
- if insured, the name of the underwriter and the policy number (if possible)
- full and accurate description of the accident with an explanatory sketch
- copy of the renter's driver's license

If for any reason it is found the details provided are not truthful or fraudulent cover will be negated and the renter will be liable for all damages and associated costs.

2. Third Party costs may be billed up to three years after the incident and can take up to five years to recover.

3. If an excess is applicable this will be billed to the renter regardless of fault. This excess will only be refunded if Europcar's claim against the third party is successfully recovered and payment has been received in our bank account.

### **EMERGENCY MEDICAL ASSISTANCE**

Europcar has engaged Europ Assist to provide on behalf of renters emergency medical assistance in the event of a medical emergency, for acute illness and/or bodily injury assistance which entails:

- (1) Emergency medical advice (first aid advice);
- (2) Dispatch of a response vehicle or ambulance in an emergency;
- (3) Co-ordination of Air Ambulance transfers(within the territory);
- (4) Liaison with next-of-kin

Europ Assistance will arrange and pay for the transfer of the renter, with or without medical supervision by any means considered by Europ Assistance to be suitable (including road ambulance, chartered or commercial flight, or any road transport) to the nearest most appropriate medical facility.

The Renter that has opted for EMA can contact Europ Assist 24 hrs a day on **0861 654327** and shall furnish Europ Assistance with:

- (1) His name, address and number relating to this agreement;
- (2) The name, place and telephone number where Europ Assistance can reach him;
- (3) A brief description of the medical emergency and the nature of the assistance required.

The Renter should read and understand the terms and conditions of this product that are available at all Europcar branches and website. This service is for medical assistance only and within the territory (Namibia, South Africa, Swaziland and Botswana).

### **ACCIDENT OR THEFT**

In the event or accident or theft the renter must –

1. contact Europcar immediately
2. make a full report at the nearest Police Station within 24 hours where an accident has occurred and within 6 hours in case of theft. A Police Case Number must be obtained
3. The Renter is liable for any towing associated with accidents or damage caused by the Renter.

Renters are not permitted to replace or repair any vehicle parts unless authorised by Europcar in writing.

In the event of loss or damage Europcar reserves the right to bill the renter for such loss or damage regardless of whether or not the renter has signed the post inspection or claim form. It is the Renter's responsibility to ensure that a claim form has been completed, signed and delivered to a Europcar representative.

### **REFUELLING**

As a courtesy to the next renter, ALL vehicles are refuelled on termination to ensure the tank is totally full. Fuel pricing in South Africa is regulated by the government, changed every month on the first Wednesday of the month. The calculation is done by the Central Energy Fund on behalf of the Department of Minerals and Energy. Car rental companies may not profit from fuel.

### **CROSS BORDER TRAVEL**

1. A letter of authorisation must be requested at the time of reservation for all cross border travelling. Specific cross border information may be obtained from Europcar's Central Reservations Office.
2. Europcar will not be held responsible if a renter is refused entry into another country.
3. From South Africa vehicles are allowed into Namibia, Botswana, Swaziland, Lesotho, Mozambique, Zimbabwe and Zambia. From Namibia vehicles are allowed into South Africa, Botswana, Swaziland, Lesotho, Mozambique, Zimbabwe and Zambia. From Botswana vehicles are allowed into South Africa, Swaziland, Lesotho, Namibia, Mozambique, Zimbabwe and Zambia. Vehicles are not allowed into **Angola**.

4. **Mozambique, Zambia and Zimbabwe :**  
International passport holders (not African) are permitted to cross with all vehicle groups excluding Groups H (PCAR) and O (PDAR).  
African passport holders must have prior Director's approval for all rentals crossing these borders (all vehicle groups).
5. Vehicles are not allowed into **Angola.**  
  
**ONE WAY DROP OFF'S ARE NOT PERMITTED INTO MOZAMBIQUE, ZAMBIA OR ZIMBABWE**
6. A non-refundable fee of will be levied for all vehicles crossing boarders:
7. An additional excess of CUR 15 000.00 applies on all rentals (regardless of which rate applies to the rental) where the accident has occurred in Mozambique, Zambia or Zimbabwe.

### **RENTER'S OBLIGATIONS**

The VEHICLE shall be at the sole risk of the Renter for the RENTAL PERIOD.

1. The Renter shall not:
  - 1.1 hire or lend the VEHICLE to anyone;
  - 1.2 permit the VEHICLE to be in the possession or control of anyone other than the additional driver;
  - 1.3 cause or permit the VEHICLE to be driven unlawfully or illegally or to be used for any unlawful purpose or for a purpose for which it was not designed or in such a way as to increase the risk of it being damaged or lost, or to be overloaded;
  - 1.4 cause or permit the VEHICLE to carry any passenger or goods for reward or for racing; or
  - 1.5 cause or permit the VEHICLE to be exposed to the risk of damage in or by any civil or public disturbance or unrest.
2. The Renter shall take all precautions to protect the VEHICLE from theft and damage and shall lock and immobilise the VEHICLE and activate the burglar alarm when the VEHICLE is not in use.
3. The renter must read and accept the terms and conditions of the Rental Agreement.
4. When receiving and returning the rental vehicle, the renter must agree with the vehicle condition as noted on the respective vehicle inspection record and sign acceptance. The onus is on the renter to sign off the Pre and Post Rental Inspection Record.
5. If for any reason the renter is not satisfied with the vehicle supplied, he/she must inform Europcar staff within the first 2 hours of receipt of the vehicle. Failure to do so may negate any claim for compensation.
6. It is recommended that the renter retain his copy of the Rental Agreement for reference on return of the vehicle. Failure to do so may result in unnecessary delays in the processing of any claim.
7. The renter will be required to supply the following –
  - Voucher
  - Credit Card
  - Name, address, telephone number and e-mail address
  - Local contact details
  - Valid unendorsed driver's licence
  - Passport or ID (SA and SADC Residents)

8. A valid voucher and a valid credit card (for additional charges) must be produced at point of rental. Accepted credit cards are Visa, Mastercard and Diners. An additional credit card may be requested at the discretion of the company. No Debit Cards, including Maestro and Electron are accepted.
9. If the renter wishes to extend the rental beyond the original return date as specified on the Rental Agreement, authorisation must be obtained from Europcar. Failure to do so will result in Europcar reporting the car stolen and immediately negates cover. Penalties may be incurred.
10. Should a vehicle be returned with excessive dirt, it will be valeted, the valet charge will be billed directly to the renter's credit card.
11. Should the renter disobey a traffic regulation which results in a fine such amount will be debited to the client's credit card. A handling fee will be levied. Traffic fines can take up to three years to receive and charge.

### **DRIVER REQUIREMENTS**

1. Hold a valid unendorsed driver's licence. Exceptions will be made for certain endorsements related to speeding. Whilst driving the renter is required to have a valid unendorsed driver's licence in their possession at all times.
2. Minimum age is 23 years, there is no maximum age.
3. Driver's under the age of 23 years are permitted, provided they have been in possession of a valid unendorsed driver's licence for a minimum of 2 years. A Young Driver Daily Surcharge will apply. South African residents must be a minimum of 23 years of age.

### **INVOICING**

All statements and invoices are sent electronically via email. Payment is due regardless if invoice has not been received as all outstanding items appear on the monthly statement. Copies of invoices can be requested should this be required.

### **GENERAL**

1. All notices in terms hereof shall be given to you at the address set out on the face hereof. Any notice posted to you shall be deemed to be received 7 days after posting, unless you prove the contrary.
2. You consent to the Magistrate's Court jurisdiction in respect of any action instituted by us in connection with this agreement and agree that we may in our discretion institute action in any High Court division in South Africa having jurisdiction, to which jurisdiction you consent.
3. This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by you and we save as provided in the brochure.
4. A provision of this agreement which is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity thereof.

### **TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE**

Document Administration Fee	77
Claim Administration Fee	799
Assessors fee in the event the damage is greater than R5 000	666
Traffic Fine Administration Fee	253
<b>VEHICLE DELIVERY AND COLLECTION</b>	
Business Hours*	400
After Hours (Weekdays 17:00 - 08:00, Weekends, Public Holidays)	666
Additional Kms (outside radius of 25 kms) - Namibia, Botswana, Swaziland and Lesotho	15
<b>ONE WAY FEES</b>	
<b>Within SA</b>	
One way between OR Tambo International and Sandton	161
One way between OR Tambo International and Lanseria Airport	161
One way between George, Plettenberg Bay and or Knysna	267
One way within SA (levied for rental terminating in excess of 150 km from the originating rental branch)	1012
<b>Outside SA</b>	
Between South Africa and Botswana	1997
Between South Africa and Lesotho	1331
Between South Africa and Namibia	6050
Between South Africa and Swaziland	1331
<b>Within NAM</b>	
Windhoek and Swakopmund	1331
Windhoek and Walvis Bay	1331
Windhoek and Tsumeb	1331
Windhoek and Ondangwa	1997
Windhoek and Oranjemund	3328
Walvis Bay and Oranjemund	4659
Walvis Bay and Ondangwa	1997
Walvis Bay and Tsumeb	1598
<b>Outside NAM</b>	
Between Namibia and Botswana	6050
Between Namibia and Lesotho	6050
Between Namibia and South Africa	6050
Between Namibia and Swaziland	6050
<b>CROSS BORDER FEES</b>	
Swaziland, Lesotho, Botswana, Namibia	1012
Mozambique, Zambia, Zimbabwe	2420
<b>OPTIONAL PRODUCTS AND SERVICES</b>	
Additional Driver (per driver, per rental)	334
Young Driver Surcharge (per driver, per day)	267
Child Safety Seat (per rental, per seat)	400
GPS Navigation Unit (per day)	106
Mobile WiFi (per day)	90
Emergency Medical Assistance (per day)	25
Valet	879
Tyre & Windscreen Cover RSA (per day)	28
Tyre & Windscreen Cover NAMIBIA, BOTSWANA, SWAZILAND, LESOTHO (per day)	73
Additional Spare Wheel (Namibia Only, Group W Only)	1198
Delivery of Replacement Tyres, per KM (Namibia only)	9
<b>CURRENCY of country where rental originates applies. Prices include VAT and are subject to change without notice.</b>	



Voor boekingen en/of meer informatie: [reizen@afrikaonline.nl](mailto:reizen@afrikaonline.nl) – Tel 0031 (0)10-5225011