



AFRICAN ELEGANCE CAR HIRE

VEHICLE RENTAL TERMS & CONDITIONS

Insurance, Liability, Usage & Operational Guidelines

1. INTRODUCTION & LEGAL CONTEXT

This document forms an integral part of the vehicle rental agreement between **African Elegance Car Rental CC (AES)** and the renter. It outlines insurance coverage, liability, operational rules, exclusions, and the renter's responsibilities during the rental period. Renters must note that **motor vehicle insurance practices in Southern Africa differ significantly from those in many Western countries**. In countries such as Namibia and Botswana, vehicle insurance is not legally compulsory. Consequently, vehicle owners and drivers are often **personally liable for damages** in the event of accidents. AES therefore provides **limited insurance cover subject to strict conditions**, as detailed below.

2. INSURANCE COVER – PLATINUM COVER

The Platinum Cover includes the following, subject to full compliance with all rental terms and conditions:

- **One (1) windscreen**
Any damage to a second windscreen shall be borne in full by the renter. The estimated replacement cost is **NAD 2,000** (approximately **EUR 110**).
- **One (1) damaged tyre (rim excluded)**
Damage to a rim is not covered and will be charged to the renter at **NAD 5,000** (approximately **EUR 280**).
- **Wheel caps are not included.**
Lost or damaged wheel caps will be charged at **N\$ 900 per cap** (approximately **EUR 50** each).
- **Sandstorm-related damage**
- **Underbody damage**
- **Road traffic accidents involving a third party**, defined as another vehicle, an animal, or a pedestrian
- **Non-party traffic accidents**, provided such damage did not result from negligence or breach of the rental agreement

3. EXCESS / DEDUCTIBLE AMOUNTS

Excess or deductible amounts are **payable only in circumstances where the renter was not negligent** and where the damage qualifies as an insured event in accordance with the terms and conditions of the rental agreement.

- **By way of example:**
If the driver was driving the vehicle **within the prescribed speed limits** (e.g. travelling at 100 km/h in a zone where 120 km/h is permitted) and a collision occurs with an animal (such as a warthog), resulting in damage to the vehicle, such an incident qualifies as a valid insurance claim.
- In these circumstances, the cost of repairing the vehicle will be processed through the insurance provider. **However, the applicable excess/deductible amount and any associated administrative or handling fees remain payable by the renter** in order to process and finalise the insurance claim.
- **Should the renter cause the accident through negligence**, the insurance cover shall be void, and **the renter will be liable for the full cost of all repairs**, without limitation. These amounts are calculated in accordance with the excess structure outlined below.

3.1 Toyota Hilux / Toyota Hilux Extreme/ Toyota Bush Camper or Toyota Fortuner – Platinum Cover

- A **minimum excess of NAD 5000**, shall apply in all insured damage claims.
- Where the total repair cost **does not exceed NAD 50,000**, the excess payable shall be **NAD 5,000,00**
- Where the total repair cost **exceeds NAD 50,000**, the excess payable shall be **ten percent (10%) of the total repair cost**.
- Example: Damage of NAD 80,000 → Excess payable = NAD 5,000

3.2 Safari Vehicles – Platinum Cover

(Toyota Hilux Safari 7-Seater, Toyota Hilux Safari 9 - Seater, Toyota Landcruiser 9-Seater or similar)

- A **minimum excess of NAD 10,000-** shall apply in all insured damage claims.
- Where the total repair cost **does not exceed NAD100,000**, the excess payable shall be **NAD 10,000**.
- Where the total repair cost **exceeds NAD 100,000**, the excess payable shall be **NAD 10,000 plus ten percent (10%) of the total repair costs**.
- Clutch damage is **not covered by any insurance** and will be charged in full to the renter.

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4. DEFINITION OF A ROAD TRAFFIC ACCIDENT

For the purposes of insurance coverage under this rental agreement, a road traffic accident is defined as an incident involving the rented vehicle in which direct contact occurs with a third party, namely:

- another motor vehicle,
- a pedestrian, or
- an animal.

In order for an incident to qualify as an **insured road traffic accident, verifiable physical evidence must be present**. Such evidence may include:

- visible impact damage to the vehicle;
- animal hair, blood, or biological traces;
- collision or impact marks; or
- other clearly identifiable physical traces consistent with the reported incident.

Insurance cover shall be rendered void in the event of negligent driving.

Negligent driving is defined and explained in detail under **Clauses 8 and 9** of this contract.

Where applicable, supporting third-party documentation (such as police reports, witness statements, or details of the third party involved) must be provided. Incidents where no third party is involved, or where adequate physical or documentary evidence cannot be produced, shall not be classified as road traffic accidents for insurance purposes and will be treated as uninsured events in accordance with this agreement.

5. SINGLE VEHICLE ACCIDENTS (NOT COVERED)

A **single-vehicle accident** is defined as any incident involving the rented vehicle **in which no third party is involved**, including but not limited to another vehicle, a pedestrian, or an animal. Such incidents typically occur as a result of loss of control, driver error, misjudgement, or environmental conditions.

Single-vehicle accidents include, without limitation:

- rollovers or loss of control of the vehicle for any reason;
- collisions with stationary objects such as trees, poles, walls, gates, rocks, or buildings;
- reversing into fixed or non-moving objects;
- damage sustained while avoiding an obstacle, animal, or hazard where no collision with a third party occurred; and
- any incident where no physical evidence of third-party involvement can be established.

All single-vehicle accidents **are not covered by insurance** and **remain the full financial responsibility of the renter**, including all repair, recovery, towing, and associated costs.

6. COLLISIONS, ACCIDENTS, AND DAMAGES

- All collisions, accidents, or incidents involving the rented vehicle **must be reported to the local police within twenty-four (24) hours** of occurrence. A valid police report is mandatory.
- Where collision damage renders the vehicle **unroadworthy or unusable**, African Elegance Car Hire CC may, **at its sole discretion and subject to availability**, provide a replacement vehicle. Any **additional costs arising from the provision of a replacement vehicle** shall be **borne by the renter**.
- The renter remains **fully responsible for returning any accident-damaged vehicle to within the borders of Namibia**, at the renter's own cost, unless otherwise agreed in writing.
- No refunds shall be granted for **lost rental days or interrupted travel** resulting from collision damage or accidents, irrespective of fault.
- Should the renter elect to continue the rental period with a replacement vehicle, **a new rental agreement and insurance terms shall apply** from the date of handover of the replacement vehicle. All new costs arising from the new rental shall be borne by the renter.
- Delivery and collection of replacement vehicles shall be charged at the **prevailing delivery/collection rate of NAD 12.00 per kilometre**, in addition to the **overnight accommodation costs of the driver**, where applicable

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7. ROAD RESTRICTIONS AND OFF-ROAD DRIVING

- African Elegance Car Hire CC (AES) permits the use of its **four-wheel-drive (4WD) vehicles on numbered public roads only**, unless prior written authorization is granted.
- In **Namibia**, roads are commonly classified by **letters that indicate the type, quality, and maintenance level of the road**. This system helps travellers and self-drive guests understand what to expect in terms of **surface, accessibility, and driving conditions**.
- Here is a simple classification of the main road types:
 - **A Roads – Primary Trunk Roads:** The **main national highways** connecting major cities and regions.
 - **B Roads – Main Roads:** **Often tarred**, but some sections may be **good quality gravel**. Generally, **well maintained** and suitable for normal vehicles.
 - **C Roads – District Roads:** Secondary roads linking smaller towns, farms, and parks. **Mostly gravel roads**.
 - **D Roads – Minor Roads:** **Remote gravel or sand roads** in rural areas. Often **corrugated, sandy, or rough**. The **most basic tracks**, often used for farming, conservation areas, or remote access.
- **Good to know for travellers:** Most Namibia self-drive routes use **A, B, and C roads**, which are generally safe and manageable. **D, roads** are more remote and adventurous and may require a **4x4 vehicle and slower travel speeds**.
- **Off-road driving is undertaken entirely at the renter's own risk.**
Should **any damage whatsoever** occur to the vehicle because of off-road driving — **including mechanical failure** — the renter shall be **fully liable for all costs**, including repairs, recovery, towing, and associated expenses. Such damage is **not covered by insurance**.
- For the purposes of this agreement, the following routes and areas are **classified by AES as off-road driving due to extremely poor or hazardous conditions**, and are therefore **excluded from insurance coverage**:
 - Any roads **north of Puros**
 - Any roads **west of Opuwo**
 - Public roads **D2342 and D2303**, which are expressly prohibited and not insured
 - In **Botswana**, the **Chobe/Savuti region, Moremi National Park, and the Central Kalahari Game Reserve**, and in **Namibia**, **Khaudum National Park and surrounding areas**, are regarded as **off-road environments**. Entry into these areas is **entirely at the renter's own risk**, and all resulting costs remain the renter's responsibility.
- AES is **unable to provide technical backup or roadside assistance outside the borders of Namibia**. Where possible, AES may assist in arranging third-party recovery or assistance from **Maun or Kasane**; however, such services may take **up to seventy-two (72) hours** and all related costs shall be borne by the renter.
- Driving on **any beach** or through **water exceeding hub-cap depth** is undertaken **entirely at the renter's own risk** and is **not covered by insurance** and all costs arising from this misuse shall be borne by the renter.

8. NEGLIGENCE – INSURANCE VOID

Insurance coverage is void if damage results from negligence, including but not limited to:

- Driving under the influence of alcohol or drugs
- Speeding or ignoring traffic regulations
- Driving through water deeper than axle height
- Driving in dunes or dense bush
- Incorrect use of clutch, transmission, drivetrain, or engine
- Driving after sunset outside or before sunrise between towns without authorization

9. GENERAL EXCLUSIONS (NOT COVERED)

The following are **not covered by insurance**:

- Gross or criminal negligence
- Unauthorized drivers or drivers under 22 (unless approved)
- Failure to report accidents to police and AES within 24 hours
- Driving on prohibited or unsuitable roads
- Bush scratches, dune driving, or beach driving
- **Theft claims are not valid if all original keys cannot be produced.** It is therefore very important that evidence of all keys is provided, either through clear photographs or by presenting the physical keys.

Initials



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- Fire damage caused by cigarettes or lighters
- Standing or sitting on roof, hood, doors or windows
- Interior damage of any kind
- Damage to personal belongings
- Damage or loss of rims
- Damage to camping equipment (no insurance applies)
- Damage from towing or transporting vehicles
- Damage occurring during cross-border travel without authorization

10. SPEED REGULATIONS (STRICTLY ENFORCED)

- Towns: **60 km/h**
- Gravel roads: **80 km/h (recommended 60 km/h)**
- Tarred roads: **120 km/h (recommended 100 km/h)**
- All vehicles are fitted with tracking devices. At **125 km/h**, an audible alert is triggered.
- **IMPORTANT:** Exceeding speed limits **voids all insurance cover entirely**.

11. SPEEDING FINES

Kindly take note that any speeding fines or traffic infringement notices incurred during the rental period are the sole responsibility of the renter. Under no circumstances shall African Elegance Car Hire CC be liable for the payment of speeding fines or any other traffic-related penalties imposed on the renter.

12. THEFT

- The theft of the rented vehicle shall be covered by insurance only if the renter can demonstrate that reasonable care and responsibility were always exercised.
- **Insurance cover for theft shall apply strictly subject to the following conditions:**
 - The vehicle was properly locked at the time of the theft;
 - All original keys issued to the renter at the commencement of the rental period are returned to African Elegance Car Hire CC; and
 - The theft was reported without delay to the Namibian Police and to African Elegance Car Hire CC, and a valid police report is provided.
- Failure to comply with any of the above conditions shall result in the voiding of all insurance cover, and the renter shall be held fully liable for the total value of the vehicle and all associated costs. Robbery or hijacking, being incidents involving force or threat of force against the renter, shall be treated as an exception to the above requirements, subject to the provision of appropriate supporting documentation, including a police report.

13. TYRES

The renter acknowledges that tyre condition and correct usage are critical for safe operation of the vehicle, particularly on gravel and off-road surfaces commonly encountered in Southern Africa. The following tyre conditions and rules apply for the duration of the rental period:

- **Minimum tread depth requirements:**
 - Main tyres: **6 mm**
 - Spare tyres: **3 mm**
- **Platinum Cover includes one (1) tyre puncture** occurring during the rental period. Any costs incurred for the first puncture repair or replacement shall be refunded to the renter upon return of the vehicle, subject to inspection and compliance with this agreement.
- **Any second or subsequent puncture** shall not be covered by insurance, and the **full cost of tyre replacement shall be borne by the renter**.
- **Repaired or patched tyres are not accepted.**
In the event of tyre damage, the tyre must be replaced with a new tyre of the same specification, size, and rating as originally fitted to the vehicle, at the renter's expense where applicable.
- It is very important that tyres are used correctly and are **not interchanged or mismatched**. All tyres on the vehicle must be **of the same brand and type**, including the **second spare tyre**.

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- If the renter decides to purchase a tyre independently without consulting us, and the tyre is **not of the same brand and specification**, we will invoice the renter for a **replacement tyre of our approved brand**, and the **tyre insurance will no longer be applicable**. Failure to comply with these requirements may result in additional charges and may affect insurance coverage.

14. SANDSTORM

- In the event that the renter encounters a sandstorm, the renter is required to immediately reduce speed and, where safe and possible, stop the vehicle and seek appropriate shelter until conditions improve.
- If stopping is not possible due to safety or environmental conditions, the renter may continue driving only at a very slow and controlled speed, always exercising extreme caution.
- Damage to the vehicle directly attributable to sandstorms is covered under the applicable insurance, provided that the renter has complied with the above requirements and has not acted negligently.
- Sandstorms occur most frequently in coastal regions and are commonly associated with strong easterly winds. The renter acknowledges this risk and agrees to exercise heightened caution when travelling in such areas.

15. DRIVING IN AREAS WITH HIGH WATER LEVELS

- During periods of heavy rainfall, certain regions such as Moremi, Savuti, and Chobe in Botswana may experience high surface water levels and challenging driving conditions. Renters travelling in these areas are required to exercise extreme caution.
 - Water crossings must always be checked on foot before attempting to drive through them.
 - The maximum wading depth of the vehicle is 70 cm.
 - Any damage caused by driving through water exceeding this depth will be entirely at the renter's risk and cost.
 - Do not enter water crossings or large puddles at speed.
 - Water crossings must be approached slowly and steadily while maintaining controlled momentum.
- Please note that water levels and road conditions can change rapidly. The renter is responsible for assessing conditions and ensuring that crossings are safe before proceeding.
- The safety of passengers and the protection of the vehicle must always take priority.

16. POLICE REPORT & DOCUMENTATION in case of an accident

In case of an accident, we kindly require the following documents for the third party (the person of the other vehicle involved):

- Copy of ID
- Copy of Driver's License & photo of license disk on the windscreen
- Copy of Vehicle Registration Paper
- Full Names, Address & Contact Details
- Police Report: is mandatory in the event of an accident or theft, a full police report is required. If there is an opportunity to take photos in the event of an accident, this is always helpful.
- Insurance Company & Contact Person
- If possible as many photos as possible.
- A minimum of 20 photos is required. Please take pictures of both vehicles, the accident scene, and the surrounding area — including shots from a distance as well as close-ups. Photos should also include the license discs on the windshields, the driver's licence, and the passport of the other party involved.
- If the required documents are unobtainable at the time of accident, they should be forwarded to katja@africanelegancesafaris.com
- Please also contact African Elegance Car Hire and notify the accident to us.

17. TOWING

- Mechanical faults (non-negligent): AES bears towing costs
- Negligence-related incidents: renter bears all costs
- Assistance outside Namibia is limited and at renter's cost





18. "REIMBURSEMENT COSTS"

All administrative costs arising in connection with vehicle damage, insurance claims, repairs, or related processes (hereinafter referred to as "reimbursement costs") shall be borne in full by the renter.

19. BREAKDOWNS AND ROADSIDE ASSISTANCE

- All vehicles are supported by **24-hour breakdown and roadside assistance within Namibia only**. In the event of a mechanical breakdown not caused by driver error or breach of contract, African Elegance (AES) will arrange assistance, repair, or replacement of the vehicle within a reasonable timeframe, depending on the renter's location.
- Breakdowns resulting from **driver error, negligence, or breach of road restrictions** are the **full financial responsibility of the renter**, including towing, recovery, repairs, transfers, and associated costs. Where roadside assistance or recovery is required due to renter liability, a charge of **NAD 12.00 per kilometre**, plus the driver's overnight costs, shall apply.
- Assistance and recovery **outside the borders of Namibia** are limited, and all costs arising from breakdowns or damages outside Namibia due to renter fault shall be borne by the renter.
- Any replacement vehicle supplied shall be subject to a **new rental agreement**, including all applicable terms, rates, and excesses. Mechanical repairs carried out without prior approval from African Elegance will not be reimbursed.
- The renter acknowledges that travel often occurs in **remote areas**, where assistance may take several hours or longer. African Elegance shall not be held liable for any consequential or additional costs arising from such delays.

20. REMOTE AREAS, LIMITED BACKUP & PROHIBITED ROUTES

Within Namibia

- The renter acknowledges that certain regions within Namibia are **remote and have no or limited technical backup**, and that assistance or recovery **cannot be guaranteed within twenty-four (24) hours** in such areas.
- These regions include, but are not limited to:
Kaokoland, Khaudum, Bushmanland, Caprivi, and any other **outlying or difficult-to-access areas**.
- Travel involving **off-road driving**, defined as driving on any **unregistered or non-numbered road**, including within **Kaokoland and Khaudum National Park**, is undertaken **entirely at the renter's own risk**. The renter shall be **fully liable for all costs** arising from such travel, including but not limited to damages, recovery, towing, breakdowns, transfers, and repairs.
Where a mechanical breakdown occurs due to **normal wear and tear**, the repair cost may be covered; however, **all recovery and associated costs remain the renter's responsibility**.
- The following activities and routes are **strictly prohibited under all circumstances**:
 - **Dune driving**, irrespective of location; and
 - **Van Zyl's Pass**.
- No backup or recovery assistance will be provided for prohibited routes. The renter shall be fully liable for all resulting costs, including damages, towing, recovery, breakdowns, transfers, and repairs.

Outside Namibia

- All travel outside the borders of Namibia involves **no or limited technical backup**, and assistance **cannot be guaranteed within twenty-four (24) hours**.
- Entry into **Botswana National Parks and surrounding areas**, including but not limited to **Chobe National Park, Moremi Game Reserve, Central Kalahari Game Reserve, Kgalagadi Transfrontier Park, Nxai Pan National Park, Makgadikgadi Pans, and Khutse Game Reserve**, is undertaken **entirely at the renter's own risk**.
- Backup and recovery in these areas may be arranged **through third-party service providers only**.
- The renter shall be **fully liable for all costs** resulting from damage, towing, recovery, breakdowns, transfers, and repairs.
In the event of a mechanical breakdown, the **cost of repairs may be covered**; however, **all towing and recovery costs from the location of the breakdown to the nearest town in Namibia shall be borne by the renter**.



21. CROSS-BORDER TRAVEL

- No vehicle may be taken outside the borders of **Namibia** without **prior written authorization** from African Elegance Car Hire CC and the issuance of all **required cross-border permits** by the relevant authorities.
- Cross-border travel is **strictly limited to neighbouring SADC countries** and is subject to approval in advance. The renter is required to provide African Elegance Car Hire CC with a **detailed travel itinerary** prior to commencement of the rental period.
- In the event that a vehicle sustains damage while outside Namibia, the **renter shall be solely responsible**, at the renter's own cost, for returning the damaged vehicle to the **African Elegance Car Hire CC depot in Windhoek, Namibia**.
- For all approved cross-border rentals, the **applicable excess/deductible amount shall automatically be doubled**, and such increase is deemed accepted by the renter upon signing of the rental agreement.
- Any vehicle taken into **non-SADC countries** is **not covered by African Elegance Car Hire CC insurance**. In such cases, the renter shall be **fully liable for all costs**, including but not limited to breakdowns, repairs, recovery, towing, and associated expenses, and African Elegance Car Hire CC shall accept **no liability whatsoever**.

22. DRIVERS

- All drivers must hold a **valid, unendorsed driver's license** for the relevant vehicle category.
- The driver's license must be **issued in English**. Where the license is not in English, the driver must present either a **valid International Driving Permit** or a **certified translation into English** issued by an authorised translator.
- The **minimum permitted driver age is 18 years**.
- Drivers **under the age of 22 years** are subject to a **once-off young driver surcharge of NAD 650** (approximately **EUR 35**).

23. 4X4 VEHICLE OPERATION & DRIVING GUIDELINES

Four-Wheel Drive Usage – Toyota Hilux / Toyota Fortuner

- 4H (Four-Wheel Drive – High Range): For normal 4x4 driving conditions, with a maximum speed of 80 km/h.
- 4L (Four-Wheel Drive – Low Range): For low-speed, technical 4x4 driving only, with a maximum speed of 25 km/h.
- 2H (Two-Wheel Drive – High Range): For standard driving on tarred roads, with a maximum speed of 120 km/h.

Four-Wheel Drive Usage – Nissan Vehicles

- 4H (Four-Wheel Drive – High Range): For normal 4x4 driving conditions, with a maximum speed of 80 km/h.
- 4L (Four-Wheel Drive – Low Range): For low-speed, technical 4x4 driving only, with a maximum speed of 25 km/h.
- 2H (Two-Wheel Drive – High Range): For standard driving on tarred roads, with a maximum speed of 120 km/h.

Important Drivetrain Notice

- It is mandatory that four-wheel drive is disengaged before driving on hard surfaces, including tarred and gravel roads, unless conditions specifically require 4WD engagement.
- Failure to disengage four-wheel drive on hard surfaces may result in drivetrain damage, which constitutes excessive wear and tear and is not covered by insurance. Any resulting repair costs shall be borne in full by the renter.

24. TYRE PRESSURE

- It is very important that the tyre pressure is measured when the tyres are cold, ideally early in the morning before driving.
- When driving through deep sand and then returning to a different type of road surface, it is important to check the tyre pressure again and adjust it accordingly.
- Please keep in mind that tyre pressure changes with temperature. After adjusting the pressure during the day, it should therefore be checked again the following morning when the tyres are cold.

Tyre pressure Toyota Landcruiser 10-Seater			
Travelling with Half Capacity		Travelling with Full Capacity	
Tarred road & Gravel Road	Deep sand	Tarred road & Gravel Road	Deep sand
Front: 2.00 kpa	Front: 2.00 kpa	Front: 2.00 kpa	Front: 2.00 kpa
Rear: 2.20 kpa	Rear: 2.20 kpa	Rear: 2.40 kpa	Rear: 2.40 kpa

25. WATER FORDING DEPTH:

- 50cm @ 5km/hour
- 20cm @ 20km/hour

26. FUEL TANK CAPACITY:

- According to company policy, vehicles are issued with a full tank level of fuel.
- Kindly take note that we will proceed with the client to the fueling station (which is around the corner) to fuel the car together.
- **Please be at the office by 15h00pm at the latest when your return flight is in the evening. Our last shuttle leaves the office at 16pm.**
- **Kindly take note that your vehicle has a double tank system. Please ask the Fuel attendant to fuel up your vehicle slowly.**

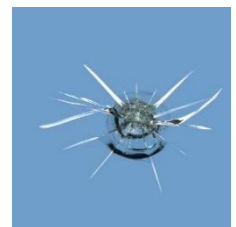
27. CLEANING OF RETURNED VEHICLE

- The rented vehicle must be returned in a reasonably clean condition, allowing African Dream Travel Namibia CC to conduct a proper and comprehensive handover inspection.
- If the vehicle is returned in an excessively dirty or muddy condition such that a proper inspection cannot be performed, African Dream Travel Namibia CC reserves the right to clean the vehicle prior to inspection and to charge an additional cleaning fee of NAD 400.00 for this service.
- Following any water crossings or driving through wet or muddy conditions, the renter is required to clean the vehicle at the earliest reasonable opportunity. Should this not be done, the above cleaning fee shall be applied upon return of the vehicle.



28. WINDSCREEN DAMAGE – KEY PREVENTION GUIDELINES

- To minimise the risk of windscreen damage, renters are required to drive with increased caution, particularly on gravel roads and in remote areas.
- Key preventative measures include:
- Maintain sufficient distance (200-500m) from other vehicles, especially trucks, buses, and vehicles with large or multiple rear wheels, as these are a primary source of flying stones and debris.
- Reduce speed, as higher vehicle speed significantly increases the likelihood and severity of windscreen damage from loose stones.



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- Exercise caution near roadworks, where loose gravel and debris are common, and avoid such areas where possible.
- Avoid potholes and poorly maintained road surfaces, which can dislodge stones and cause vibrations that may worsen existing windscreen chips or cracks.
- Renters are advised that windscreen replacement during travel may be difficult, as not all towns have replacement facilities or available stock.
 Any stone chip or windscreen damage must be reported to African Elegance Car Hire CC within twenty-four (24) hours of occurrence.



29. VEHICLE USE, INSPECTIONS, AND RENTER RESPONSIBILITIES

29.1. Prohibited Conduct – Roof, Hood, and Interior Use

- Standing, sitting, or climbing on any part of the vehicle roof, canopy roof, hood, or window frames is strictly prohibited. The vehicle roof is designated exclusively for approved rooftop tents and for no other purpose.
- **Any breach of this provision shall result in a penalty of NAD 15,000, (ca 790,-€) payable upon return of the vehicle.**

29.2. Border Crossings and Documentation

- It is the sole responsibility of the renter to ensure full compliance with the requirements of all border crossings, including but not limited to the provision of valid documents, permits, vehicle equipment, reflectors, or safety items.
- African Elegance Car Hire CC accepts no liability for delays, penalties, or losses arising from missing or incorrect documentation or equipment.

29.3. Reporting of Faults and Damages

- The renter is required to report any faults, defects, or irregularities relating to the vehicle within twenty-four (24) hours or the first one hundred (100) kilometres, whichever occurs first.
 Failure to do so shall result in full responsibility being assumed by the renter for any such faults, including but not limited to tyre issues, steering irregularities, or wheel alignment concerns.
- All damages, including dents, deep scratches, or windscreen damage, must be reported immediately to African Elegance Car Hire CC to allow timely booking of repairs with approved service providers.

29.4 Vehicle Inspection After Return

- Upon return of the vehicle, African Elegance Car Hire CC reserves the right to:
 - Wash and re-inspect the vehicle and all supplied equipment; and
 - **Conduct a comprehensive inspection within seventy-two (72) hours of return, including for one-way rentals.**
 - **Within three (3) working days (excluding weekends) after return, the renter may still be held liable for any damages or missing items identified during such inspection.**

29.5 Smoking Policy

- Smoking is strictly prohibited in all vehicles.
- **Any evidence of smoking shall result in a mandatory fine of NAD 10,000, ca 555€ payable by the renter.**

29.6 Engine Operation in Cold Conditions

- During winter or cold conditions, the renter is required to allow the engine to idle for a minimum of five (5) to ten (10) minutes prior to driving, to ensure proper lubrication and engine protection.

29.7 Canopy Ventilation

- When driving, the side air vent of the canopy must remain open to ensure adequate airflow and to minimise dust accumulation inside the canopy.
- **Failure to comply shall result in an additional cleaning fee of NAD 400, ca 25€ payable upon return of the vehicle.**
- The air vent may be closed only during rainfall.



29.8 Scratches and Polishing Fees

- The renter acknowledges that minor surface marks consistent with normal wear and tear may occur during the rental period.
- However,
 - deep scratches,
 - excessive paint damage,
 - damage to the branding of the vehicle or
 - abrasions caused by improper use,
- including but not limited to driving through dense bush or off-road areas, are not considered normal wear and tear

If deep scratches or paint damage are identified upon return of the vehicle, or during the post-return inspection, **African Elegance Car Hire CC** reserves the right to charge the following fees:

- **Polishing fee for light scratches:** N\$ 2,000 per vehicle **ca 110 €**
- **Sticker removal:** N\$ 600 per sticker **ca 30 €**
- **Sticker reprint:** N\$ 4,000 per sticker **ca 215€**
- **Vehicle respray:** N\$ 3,800 per affected panel **ca 430 €**

Examples:

- **Bush scratches without damage to stickers:**
A polishing fee of **N\$ 2,000** will be charged.
- **One side of the vehicle affected:**
N\$ 2,000 polishing fee ca 110€
 - **N\$ 600** sticker removal **ca 30€**
 - **N\$ 4,000** sticker reprint. **ca 215€**
- **Both sides of the vehicle affected:**
N\$ 2,000 polishing fee ca 110€
 - **N\$ 1,200** sticker removal **ca 65€**
 - **N\$ 8,000** sticker reprint. **ca 430 €**

Deep Scratches Requiring Respraying

If scratches are deep enough that the paint is damaged and a **respray is required**, the cost will be charged **per affected panel at N\$ 3,800 per panel**. This price **includes the polishing fee**.

Vehicle panels include, for example:

- Bumper
- Hood (bonnet)
- Front door
- Passenger door
- Rear side panel

Each affected panel will be charged **N\$ 3,800. ca 205€**

29.9 Secure Parking Requirement

- The renter is required at all times to park the rented vehicle only in secure and well-supervised parking areas.
- Secure parking is defined as parking facilities that are **clearly designated, monitored, and safeguarded**, including but not limited to:
 - enclosed or gated parking areas; or
 - parking areas supervised by visible security personnel, identifiable by safety vests or uniforms.
- The renter must not park the vehicle in unsecured or random locations.
- Where possible, renters are advised to observe and utilise parking areas commonly used by other reputable rental vehicles.
- When parking in towns or cities, including but not limited to **Lüderitz, Swakopmund, and Windhoek**, the vehicle must be parked inside enclosed or secure premises wherever available. Most guesthouses and lodges provide enclosed parking facilities. Where such facilities are not available, the renter must ensure that the vehicle is parked in an area supervised by a security guard.

Failure to park the vehicle in a secure manner shall render the renter fully liable for any resulting loss or damage, including but not limited to theft or loss of tyres, accessories, or vehicle components, as well as any damage to the vehicle. In such cases, insurance cover shall not apply, and all associated costs shall be borne by the renter

Initials



African Elegance Car Rental
43, Richter Street, Pionierspark
P.O.BOX 40563
AUSSPANNPLATZ WINDHOEK, NAMIBIA
E-Mail: info@africanelegancesafaris.com
Contact Number: 081-739-5522

30. REPORTING OBLIGATIONS

- All damages, accidents, faults, or mechanical issues must be reported within 24 hours or 100 km, whichever occurs first.
- **If a damage to a vehicle is not reported within 24 Hours a penalty fee of N\$ 2500,00 ca 135€ will be charged**
- Emergency Contacts:
 - Katja Ahrens – +264 81 739 5522
 - Bianca van der Merwe – +264 81 367 1937

Initials



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ADDITIONAL DRIVERS:

Windhoek, _____

I, (NAME) _____ hereby declare that I personally **will / will not** (*CHOOSE WHICH OPTION*) be driving the vehicle with registration number _____ for the duration of rental period agreed in rental contract number: _____

The following person (s) will be allowed driving on my behalf and are added in the rental agreement as additional driver (s):

1. Mr / Mrs / Miss / Dr. _____
2. Mr / Mrs / Miss / Dr. _____
3. Mr / Mrs / Miss / Dr. _____
4. Mr / Mrs / Miss / Dr. _____

Furthermore, I agree to take FULL responsibility for the signed rental agreement and its terms and conditions in case of events such accidents and the related damages, while the above-mentioned person (s) is driving on my behalf.

I agree that it is my duty and responsibility to make sure that the person who is driving the vehicle is complying with the AESspeed regulations (as mentioned in the T & C's), road traffic regulations and road traffic warnings.

Client

African Elegance Agent



African Elegance Car Rental
 43, Richter Street, Pionierspark
 P.O.BOX 40563
 AUSSPANNPLATZ WINDHOEK, NAMIBIA
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Vehicle Accessories & Tools -Toyota Hilux 7 Seater Safari					
Items at the Back & in the Toolbox	Amount	Packed and checked by fleet Name:	Quality Name:	Received by Client	Returned by Client
Ladder	1x				
Dustbin	1x				
Fridge incl. Extension lead & Fridge Cable	2x				
Compressor	1x				
Spare Wheels	2x				
Tow Rope	1x				
Roll of Duck Tape	1x				
Windscreen Cleaner	1x				
First Aid Kit	1x				
Emergency Triangles	2x				
Reflective Jackets	2x				
Jumper Cables	1x				
Folding Shovel witch Cover	1x				
Torque Wrench	1x				
Torque Wrench Nutt 21"	1x				
Torque Wrench Extension Silver	1x				
Q10 Oil Spraycan	1x				
Screwdriver with adjustable sizes	1x				
Hammer	1x				
Pair of Gloves	1x				
Pliers	3x				
Silver Spanner 22 mm	1x				
Silver Spanner 19 mm	1x				
Silver Spanner 17 mm	1x				
Silver Spanner 14 mm	1x				
Silver Spanner 13 mm	1x				
Silver Spanner 12 mm	1x				
Silver Spanner 11 mm	1x				
Silver Spanner 10 mm	1x				
Silver Spanner 9 mm	1x				
Silver Spanner 8 mm	1x				
Silver Spanner 6 mm	1x				
Fuse Set:					
Clear	2x				
Blue	3x				
Red	3x				
Brown	1x				
Yellow	2x				
Green	1x				
Orange	1x				
Inside the vehicle					
Small Broom & Shovel	1x				
Fire Extinguisher	1x				
Jack	1x				
Wooden Block	1x				
Extension for Jack – Black	1x				
Black Bag for Jack /Wheel Spanner	2x				
First Aid Kit	1x				
Signature:					