



NTTS NAMIBIA

TERMS AND CONDITIONS

Ndeutala Travel & Tour Safari Terms and Conditions;

1. Payment must be made prior to the pick- up of the vehicle, or a valid credit card must be presented and this should have enough funds to pay the rental plus the rental deposit
2. Full name, residential, postal and physical address and mobile number, landline telephone number and number of next of kin.
3. Valid Driver's License plus passport or identity document.
4. Where cash is required, you will only be advanced the vehicle once the money has cleared in our account.

2. Driver's License Requirements

1. Namibian law requires a driver to have a valid unendorsed driver's license in their possession whilst driving a vehicle on the road in Namibia.
2. Pace requires the driver/s to have held their drivers license for a minimum of one (1) year.
3. An additional driver is authorised only if you pay an additional driver charge, and provided that the additional driver has held a drivers license for a minimum of one year.
4. In the event of the driver being under 23 years, a young driver supplement will apply providing the driver has held a drivers license for a minimum of two (2) years.
5. The driver and or person hiring the vehicle in possession of a foreign driver's license is required to have an international drivers permit or English Translation should the foreign drivers license not be in English
6. A Foreign Driver's License needs to have the recipients' signature and photograph to be valid

Pace Car Rental adheres to this according to the National Road Traffic Act, Act no 93 of 1996 as some foreign Driver's License may not be covered if an incident occurs without an International Drivers Permit

7. An International Drivers Permit is not a license and cannot be used independently or instead of your Foreign Driver's License

Purpose of International Drivers Permit

– It authenticates your Foreign Driver's License.

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- Is only valid for driving a vehicle within the categories that are covered by their Foreign Driver's License;
- Is no longer valid once the actual corresponding Foreign Driver's License has expired;

3. Important General Rental Conditions

1. Renter refers to any party to this agreement whether the driver, additional driver or authorised signatory.
2. A Renter representative is a person in a Renter uniform bearing a Renter name badge.
3. Vehicles are rented subject to Renter terms and conditions as contained in these terms and conditions and in terms of the terms and conditions printed on the reverse of your rental agreement.
4. Please refer to your referring website, travel agent, corporate agreement or booking confirmation for all fees, rates, limited liabilities and applicable levies or charges. A Pace Rental Agent can also assist with explanation of charges on your booking.
5. Daily rates are worked out using a 24 hour cycle or part thereof (rounded up), from time of pick-up to time of drop off.
6. If the vehicle is driven by anyone other than you, you shall remain liable for all your obligations in terms of this agreement as if you had been the driver.
7. The vehicle is deemed to be returned only once the keys have been returned to a Renter representative; you will be billed until such time.
8. Fuel is charged from depot to depot, and the renter agrees to pay for the fuel used from place of collection to the depot. Where the fuel charge is more than N\$80, Renter will charge a N\$40 refilling service charge. Even if the vehicle is full, Step will refill the vehicle to ensure that it is completely full.
9. You agree that you are not allowed to permit any servicing, repairs or towing to be done to the vehicle unless authorised by Renter
10. In the case that a vehicle is booked and the rental is cancelled, you will get a 100% refund if the rental is cancelled more than a week before the booking, you will receive a 75% refund if the rental is cancelled in the week before the rental, and a 50% refund if the booking is cancelled less than 24 hours before the rental.
11. Refunds of deposits will be done on termination, and can take up to 3 week days to process.

4. Rental Vehicle Deliveries

1. Renter shall take delivery of the vehicle at the place specified in the Rental Agreement.

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2. Renter cannot accept responsibility for late delivery of vehicle due to circumstances outside of our control.
3. The renter acknowledges that the vehicle is delivered by Rental place free of any damage and in good order and state of maintenance unless damages are recorded on the check sheet and signed by a Rental representative.

5. Termination – Return of Vehicle

1. On the date of return the renter shall return the vehicle to rental at the location specified in the rental agreement. The vehicle must be parked in a safe and accessible location and locked and the keys must be handed to a Rental representative.
2. Failure to return the vehicle in terms of this agreement shall constitute illegal possession of the vehicle by the renter; Rental may repossess the vehicle at their discretion, and report the vehicle stolen.
3. Upon the return of the vehicle, the keys must be handed to a Rental representative. Failure to do so will result in the rental being billed up until the keys are returned to Rental.
4. In the event that the location is closed then the keys placed in the drop off safe (if there is one) and the branch manager must be contacted with the date and time of the drop off. The parked vehicle shall be at renter's sole risk of loss or damage until Rental has recorded the return.
5. The vehicle shall be at the renter's sole risk from the date of delivery up and until the vehicle is returned to Rental.
6. Each vehicle is refueled on termination irrespective of whether renter has refueled the vehicle and the renter may be liable for a refueling fee and the cost of the fuel.

6. Extension of Rental

1. If the renter wishes to extend the rental beyond the original return date, authorisation must be obtained from Rental. Failure to do so will result in breach of all terms and conditions and Rental will immediately negate all waivers. (See list of factors that negate the waivers).
2. Additional days will be charged directly to the renter at the brochure rate for a 1 day rental.

7. Cross Border Travelling

1. Vehicles are only permitted into Zimbabwe, Botswana, Lesotho, Swaziland, Namibia and Mozambique but this must prior arrangement between the two parties.
2. A cross border letter must be obtained when crossing borders limited to countries mentioned above.
3. A cross border fee per letter will be charged to the renter.

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4. Where a cross border letter has been issued and the renter is denied entry into another country, Rental cannot be held responsible.
5. All fees levied by the border authorities are for the responsibility of the renter.

8. Waivers

1. Choosing Standard or Super Theft and Collision waivers limits the renter's liability to the reduced liability amount charged in the event of loss or damage to the vehicle.
2. The renter is responsible for the full replacement value of the vehicle should loss or damage be caused due to wrong and/or illegal actions or omissions (see list of factors that negate the waivers).
3. In the event of damage or loss, the renter is liable for 2 times the standard or super "reduced liability amount where:
 - 3.1. The vehicle is parked in/on the street and is stolen
 - 3.2. The vehicle is uneconomical to repair.
 - 3.3. Where the road conditions are unsuitable for driving.
 - 3.4. During week-end rentals.
 - 3.5. Where there was no other vehicle is involved, and the damage is more than N\$ 40 000.
4. In the event of loss or damage to the vehicle and where the renter has chosen to decline waivers, the renter will be liable for all loss or damage or the replacement value of the vehicle regardless of fault.
5. In the event of damage to the undercarriage and/or glass of the vehicle, Rental may exclude such damage from the waiver.

9. Factors that negate waivers or instances where the renter will have full liability

1. Any wrong and/or illegal actions or failure to act which result in damage or loss of the vehicle.
2. Driving under the influence of alcohol, illegal substances or any substance that diminishes your capacity.
3. Unauthorised persons driving the vehicle.
4. Unauthorised cross border rentals.
5. Not adhering to traffic, road and driving regulations.

6. Failing to report the collision or damage to Rental and the nearest Police Station within 24 hrs of the incident.
7. Failure in reporting the loss to Rental and Police Station within 6 hours in the event of theft.
8. Failure to produce the vehicle keys in case of theft unless exceptional circumstances apply.
9. Not reporting the exact details of the last known location of the rental vehicle prior to theft.
10. Failure to obtain authorisation from Renter and effect payment for rental extensions.
11. Not using the vehicle for its intended purpose.
12. Should the waivers be negated Renter will repudiate any third party claims.
13. Personal belongings stolen or lost are not covered.

10. Loss and/or Damage

1. Renter is required to contact company immediately in the event of loss or damage and a full report must be made to the nearest Police Station within at least 24 hours where an accident has occurred and 6 hours in the case of loss. A Police Services Case number must be obtained.
2. A Claim Form must be completed; these are obtainable from any company branch.
3. Where the vehicle is not drivable, phone the company call center and an authorised towing company will be appointed to uplift the vehicle.
4. Should you wish to appoint an assessor, this is to be done within 72 hours of the accident. Failing which we reserve the right to appoint our own.
5. Supplying a replacement vehicle after a damage or loss incident is entirely at our discretion and we reserve our rights accordingly.

11. Third Party Claims

1. Should the renter be involved in an accident where the fault was not that of the renter, the renter is still responsible and liable for the non-waiver able standard or super reduced liability until a third party recovery has been made by company.
2. Company will reimburse the renter the liability amount or the pro rata amount once we have received full settlement from the third party.

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3. The amount reimbursed is determined by previous case law and the offer received and will be split accordingly between the renter and the third party.
4. Towing, assessor's fee, storage and claim handling fee is not refundable, regardless of a successful third party recovery.
5. If super collision waivers are accepted and no factors apply to negate the waivers then Company shall settle the third party liability claims to the maximum value of N\$ 45 000, the renter is liable for any amount exceeding this total. This settlement is further limited to direct damage caused to property movable/immovable and excludes consequential loss.

12. Additional Reductions in Liability and Non Standard Accessories

1. Any optional extra like GPS' baby seats or trailers may or may not be available on request at time of booking and any fees or applicable reduced waiver liability will be charged to the renter.
2. The renter is responsible for the correct installation of any accessories rented and as such accepts liability for any damages to such accessories.

13. Right to Disclosure and information

1. The renter is liable for the cost of towing, as well as any unauthorised towing, storage, release, glass, tyres, rims, water and under-carriage damage to vehicle.
2. Should a vehicle require valet cleaning, the valet charges will be billed to the renter.
3. Should the renter disobey the traffic regulations which results in a fine, such notice will be directed to the renter and the renter will be charged a fine admin fee, and if the admin fee is not paid, the renter shall be liable for all legal costs incurred in recovering this fee..
4. All open road tolling fees incurred will be charged to the renter.
5. In the event of damage or loss of the vehicle a claim handling fee will be charged to the renter.
6. Toll fees, fuel or game park entrance fees will be billed in addition to a delivery or collection charge.

14. Both Parties Right to Equality

1. The Renter is satisfied that Rental company did not treat them unfairly, unfairly discriminate against them, or act in a manner that is different from the manner in which any other customer is treated in respect of the service provided.
2. All customers and Renter themselves have the Right to Fair and Honest Dealings.

15. Exemption

1. Company, its employees and agents shall not be liable for any loss or damage, whether indirect or direct, arising out of any mechanical failure or defect or the safety of the vehicle, or the driving or use of the vehicle nor for any direct or indirect loss, consequential damages, loss of profits or special damages arising out of any of the foregoing. Company, its employees and agents do not accept any liability for any loss of or damage to any property transported in or left in the vehicle or any other damages or loss as a result of the conveyance of the driver and/or any other passengers. No warranties as to the condition or the vehicles, state of repair of the vehicles, performance capabilities of the vehicles, year of manufacture of the vehicles, odometer reading or anything else concerning the vehicle are given by Renter, its employees or agents.

Legal Terms

1. All notices and legal processes in terms hereof shall be delivered or given to the renter at the address set out in the rental agreement (which is the renter's chosen address for legal purposes). Any legal notice posted to renter shall be deemed to be received 7 days after being posted, unless renter proves the contrary, and to Renter at their registered legal address: ERF 1427 Hydra Streets, Dorado Park Windhoek.
2. Renter consent to the geographic area of the Magistrate's Court having authority over its person in respect of any proceeding arising from this agreement even if the amount in issue would otherwise exceed the authority of such court. This consent shall not however, prejudice Company in respect of their right to proceed in any court of competent authority.
3. Where language is argued, The English version of this agreement will prevail over other languages in the event of a dispute.
4. This is the entire agreement, no variation or cancellation shall be valid unless in writing and signed by renter and Renter.
5. Company may claim and recover from renter on demand all costs and expenses incurred by Renter in consequence, directly or indirectly, of any breach by renter of this agreement, including attorney-and-client costs, collection commission and any costs of tracing the renter or the vehicle.
6. 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 of the agreement as a whole.
7. This agreement shall be governed by the laws of the Republic of Namibia.
8. The renter acknowledges and accepts all the charges charged by Company in terms of this agreement, including any charges relating to loss and damage to the vehicle.



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9. The renter authorises Company to do ITC checks or any other checks on the renter required by law on the renter, if required.

METHODS OF PAYMENTS:

The following Deposit policy will apply:

Individual Clients bookings:

A non- refundable and non- transferable 20% deposit is payable within 48 hours of making the booking

Clients are advised to use appropriate and relevant method of payable as outlined below: International clients only card is accepted

Namibians and South African clients Cash, Card, Direct Deposit and electronic transfers.
All transfers /direct deposit must be made in advance before booking's due date for payment.

For direct deposit or electronic transfers use these banking details:

| | |
|--------------|--|
| Name | Ndeutala Travel Tour & Safari |
| Bank name | Standard Bank Namibia |
| Account No. | 6000 3660 337 |
| Branch code | 082772 |
| Account Type | Current Account |
| Branch | GVC |
| EFT Code | 087373 |

Please note that booking numbers must be entered on the deposit /electronic transfer slip and email;
----- Immediately after such payment or transaction had been made; failure to do so,
will result in cancellation of such booking.



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Credit Card Payments:

Please record card details, sign and email this form to our booking office before the payment due date to avoid cancellation of such bookings

Card Type: (VISA & MASTER).....
Name of Bank:
Full Credit Card Number:last 3 numbers at the back.....
Card Expiry Date: Amount
to be deducted (N\$):booking Number..... Signature of card
Owner:Name of Owner.....

CANCELLATION/ MODIFICATION OF A BOOKING:

The following cancellation/modification policy will apply:

The parties agree that all cancellation or alterations to bookings shall be done in writing only.
Any modification/amendment/alteration to an existing confirmed booking itinerary resulting in the value of the revised booking being less than the original booking will constitute a cancellation.

The cancellation policy will apply to that portion of the value by which the booking has been adjusted. Any modification to an existing booking's date will constitute a cancellation followed by a new booking.
In the event of any cancellation within the periods provided for the here under (given as days prior to arrival) Dream Tour may charge the following

- 35 days and more prior to arrival date, no cancellation fee is payable – provided that any non- refundable/ nontransferable deposit will be forfeited;
- 30-15 days before arrival -30% of the booking value will be forfeited;
- 14-7days before arrival -75% of the booking value will forfeited
- 6-0 days before arrival-100% of the booking value will be forfeited
- No shows-100% of the booking value will be forfeited
- A 24 hours release period without attracting cancellation fee is allowed for booking made within the 7 days to, arrival period
- All Prices/Rates are subject to change without prior notice
- Meals are booked on request from clients
- Rack Rates include 15%VAT and Tourism Levies
- Admin fees will apply for any modifications booking and amendment of booking.