

STANDARD TERMS AND CONDITIONS OF RENTAL
THESE ARE IMPORTANT CONDITIONS LIMITING YOUR RIGHTS WHICH YOU SHOULD
READ CAREFULLY

This agreement is between the Renter and Gecko Car Rental, a division of Gecko General Dealer (Proprietary) Limited, Registration Number 2008/0327

1. RENTAL REQUIREMENTS AND PAYMENT

At the time of rental the following must be provided:

- 1.1 Gecko Car Rental approved method of payment/or credit card.
- 1.2 Full names; residential, postal and physical addresses; and telephone number.
- 1.3 Local contact details.
- 1.4 A valid, original Driver's License and original passport or identity document

2. GENERAL

- 2.1 "Renter" refers to any party to this agreement whether the driver, additional driver, authorized signatory or qualified payer.
- 2.2 Vehicles are rented subject to Gecko Car Rental's standard terms and conditions as reflected herein.
- 2.3 Please refer to the Gecko Car Rental website www.geckocarrental.com for all fees, insurance liability amount options and applicable levies /charges.
- 2.4 Daily rates are calculated strictly in cycles of 24 (twenty four) hours, from time of pick up to time of drop off.
- 2.5 Should a vehicle require valet cleaning, the valet charges will be billed directly to the Renter's credit card and /or account.
- 2.6 The Renter is liable for any towing, storage, release, glass, tires, rims, water and under-carriage damage to vehicle

3. DRIVING REQUIREMENTS

- 3.1 Government Legislation requires that whilst driving, the driver/s is/are required to have a valid unendorsed driver's license in their possession.
- 3.2 Driver/s must have obtained their license at least two years prior to renting a vehicle with Gecko Car Rental.

4. INSURANCE**4.1 LIABILITY:**

- 4.1.1 The standard liability (Option A), as stipulated on Gecko Car Rental's rate sheet (subjected to the group of vehicle) would be automatically applicable should the Renter decide not to accept any of the insurance options provided by Gecko Car Rental in the event of total vehicle loss, vehicle theft, or any other damages to the rented vehicle and/or additional equipment.
- 4.1.2 The Renter will be held liable for the liability amount as stated on the rental agreement in the event of total loss, theft, damages and/or collision damage to the rented vehicle and/or additional equipment.
- 4.1.3 The Renter will be held liable up to an amount of N\$60000, should damages to the rented vehicle and/or additional equipment occur or theft of the rented vehicle occur due to negligence.
- 4.1.4 Liability options do not cover damages to the vehicle's rims and undercarriage, not caused by a collision.
- 4.1.5 Liability options do not cover, storage and release of a vehicle.
- 4.1.6 Liability options do not cover tire/s and windshield damage/s of the rented vehicle.
- 4.1.7 Liability options do not cover personal belongings stolen or lost during an incident.
- 4.1.8 Liability options do not cover vehicle recovery cost should an incident occur due to negligence.
- 4.1.9 Liability options do not cover theft of the vehicle in the following countries, Angola, Mozambique, Malawi.

4.2 TIRE & WINDSCREEN INSURANCE OPTIONS:

- 4.2.1 By selecting Tire and Windscreen insurance options, the Renter will be absolved of any liability or cost relating to either the repairing or replacing of tires and/or windscreen on the vehicle should they be damaged by circumstances beyond the Renter's control. If these options are declined, the Renter will be liable for the full amount of repairing or replacing the damaged tire/s and/or windscreen. Tires exclude rims.

5. NEGLIGENCE

- 5.1 Any wrong and/or illegal actions or failure to act which results in damage or loss.
- 5.2 Driving under the influence of alcohol or substances that diminish your capacity.
- 5.3 Unauthorized persons driving the vehicle.
- 5.4 Total loss, theft, damages and/or collision damage to the rented vehicle and/or additional equipment that has been caused due to wrong and/or illegal actions or omissions.
- 5.5 Taking the vehicle across any border without authorization.
- 5.6 Not adhering to traffic, road and driving regulations.
- 5.7 Driving on non-demarcated roads.
- 5.8 Driving on roads that are not suitable for the type of vehicle being used.
- 5.9 Not reporting a collision to Gecko Car Rental immediately.
- 5.10 Failure to obtain authorization from Gecko Car Rental and effect payment for the extension of the contracted rental period.
- 5.11 Failure to report the theft of a vehicle to Gecko Car Rental and a Police Station within 6 hours of the event.
- 5.12 Failure to produce the vehicle keys in the case of theft unless exceptional circumstances apply.
- 5.13 Failure to report the exact details of the last known location of the vehicle prior to theft.
- 5.14 Not using the vehicle for its intended purpose, for example carrying unlawful goods
- 5.15 Using the vehicle for agricultural purposes without prior authorization.
- 5.16 Damages caused to the vehicle's roof by pressing, climbing and standing on it.
- 5.17 Damages inflicted to any part of the vehicle that occurs when proceeding through natural or manmade waterways and structures.
- 5.18 Damages inflicted to any part of the vehicle that occur in excess of 80km/h on gravel roads, in excess of 60 km/h within city and town limits and in excess of 120km/h on sealed roads or any other circumstance outside the traffic laws of the applicable authority.

6. INCIDENTS

- 6.1 The Renter is required to contact Gecko Car Rental immediately in the event of an accident and a full report must be made to the nearest Police Station within 24 hours where an accident has occurred and within 6 hours in the case of loss/theft. A Police Services Case Reference number must be obtained from the Police Station.
- 6.2 Where the vehicle is not drivable, phone Gecko Car Rental (+264 61 309408) and an authorized towing company will be appointed to tow the vehicle.
- 6.3 Gecko Car Rental reserves the right to provide a replacement vehicle.

7. THIRD PARTY CLAIMS

- 7.1 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 liability option amount as stated on the rental agreement until a third party recovery has been made by Gecko Car Rental. Gecko Car Rental will reimburse the Renter the amount paid.

8. TRAFFIC FINES & TOLLING FEES

- 8.1 Should the Renter disobey traffic regulations, which result in a fine, such amounts will be directed to the Renter, and the Renter will be charged a fine handling fee in addition to the fine.
- 8.2 All toll fees charged during the rental period will be directed to the Renter.

9. CROSS BORDER TRAVELLING, FEES & LIMITED LIABILITY

- 9.1 A letter of authorization must be requested from Gecko Car Rental at the time of reservation for all cross border travelling.
- 9.2 Gecko Car Rental will not be held responsible if a Renter is refused entry into another country.
- 9.3 Where country border charges are applicable, the Renter is responsible for the payment of these charges at the border.
- 9.4 Vehicles are only permitted to travel in Angola, Botswana, Zambia, Zimbabwe, Mozambique, Malawi, Lesotho, South Africa, Swaziland.
- 9.5 In the event of an incident occurring which renders the vehicle immobile outside the borders of Namibia (i.e. Angola, Botswana, Zambia, Zimbabwe, Mozambique, Malawi, Lesotho, South Africa, Swaziland), vehicle recovery charges up to the nearest Namibian Border post would be for the client's account.

10. DELIVERY & COLLECTION

- 10.1 The Renter shall take delivery of the vehicle at the place specified on the Rental Agreement. The Renter shall have no claim against Gecko Car Rental if the vehicle is not available for delivery, other than a refund of any amount paid or pro rata thereof.
- 10.2 Where delivery takes place outside of the place and time specified, the Renter's acceptance of delivery shall not constitute the delivery as being unsolicited.
- 10.3 On the return date the Renter shall return the vehicle at Renter's risk and expense to Gecko Car Rental at the place specified in the Rental Agreement and the keys must be handed to a Gecko Car Rental authorized representative and the vehicle be parked in a designated parking bay and locked. The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear accepted.
- 10.4 The vehicle shall be at the Renter's sole risk from the date of delivery up and until the vehicle is returned to Gecko Car Rental.
- 10.5 By the Renter's signature hereto the Renter acknowledges that the vehicle is delivered by Gecko Car Rental free of any damage whatsoever and in good order and repair unless such damage is recorded in writing and signed by both parties on the Rental Agreement or on the vehicle condition document.
- 10.6 In the event of the vehicle's keys being placed in a drop-off safe as a result of the designated return location being closed, then the parked vehicle shall be at Renter's sole risk of loss or damage until Gecko Car Rental has recorded the return thereof.
- 10.7 Failure to return the vehicle in terms of this agreement shall constitute illegal possession by Renter and Gecko Car Rental may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof.

11. DEPOSITS – LIMITED LIABILITY & FUEL

- 11.1 A deposit for the applicable limited liability, fuel, toll fees or any sundry fees is required on initiation of the rental. The Renter must be in possession of a credit card irrespective of product selection.
- 11.2 Each vehicle is refueled on termination irrespective of whether Renter has filled the fuel tank or not and the Renter may be liable for an additional refueling charge.

12. EXTENSION OF RENTAL

- 12.1 If the Renter wishes to extend the rental beyond the original return date, authorization must be obtained from Gecko Car Rental. Failure to do so will result in breach of all terms and conditions and Gecko Car Rental will immediately negate all insurance liability options.
- 12.2 Additional rental days will be charged directly to the Renter's account or credit card at the prescribed rate.

13. EXEMPTION

- 13.1 Unless any wrongdoing can be proven against/ attributed to Gecko Car Rental, its agents or employees, Gecko Car Rental shall not be liable for any damages or loss, whether direct or indirect, arising out of any defect in or mechanical failure or the safety of the vehicle or the driving or use thereof, nor for any direct or indirect loss, consequential damages, loss of profits or special damages arising out of any of the foregoing. Gecko Car Rental does 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, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the vehicle are given by Gecko Car Rental.

14. LEGALITIES

- 14.1 All notices and legal processes in terms hereof shall be given to the Renter at the address set out in the rental agreement (Renter's chosen legal address). Any notice posted to Renter shall be deemed to be received 7 days after posting, unless the Renter proves the contrary, and to Gecko Car Rental at their registered legal address: 174 Jan Jonker Rd, Windhoek, Namibia.
- 14.2 The Renter consents 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 Gecko Car Rental in respect of their right to proceed in any court of competent authority.
- 14.3 The English version of this agreement will prevail in the event of a dispute.
- 14.4 This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by the Renter and Gecko Car Rental.
- 14.5 Gecko Car Rental may claim and recover from Renter on demand all costs and expenses incurred by Gecko Car Rental 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 Renter or the vehicle.
- 14.6 A provision of this agreement that is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity thereof.
- 14.7 This agreement shall be governed by the laws of the Republic of Namibia.
- 14.8 By the Renter's signature hereto, the Renter accepts all the charges charged by Gecko Car Rental in terms of this agreement, including any charges relating to loss and damages to the rented vehicle.
- 14.9 By Renter's signature hereto, Renter hereby authorizes Gecko Car Rental to conduct ITC checks or any other checks required by law on Renter, if necessary.