

RENTAL AGREEMENT - TERMS & CONDITIONS

The following Terms and Conditions form part of the **Bushpig Safaris Rental Agreement** and upon signature thereof the Client agrees to be bound by the conditions herein.

"**Bushpig Safaris**" shall mean **Bushpig Safaris CC** (Reg. No. 2011/061161/23).

The "Client" shall mean the person named as the Client in the Rental Agreement.

The "Vehicle" means: the vehicle described on the Rental Agreement (including all tires, tools, equipment, accessories and documents in and on the vehicle at the commencement of the Rental Agreement) and includes any replacements for the vehicle or equipment that have been officially authorized by **Bushpig Safaris**.

Reference to the Rental Agreement shall be the Rental Agreement signed by the Client at the time of vehicle collection and shall form part hereof.

The singular shall include the plural and vice versa, the masculine gender shall include the feminine and vice versa and natural persons shall include legal and juristic persons and vice versa.

The headings appear for reference only and shall not influence the proper interpretation of this agreement.

1. STANDARD RENTAL RATES INCLUDE

- 1.1. Unlimited kilometres, upon itinerary approval;
- 1.2. Standard insurance cover;
- 1.3. Full gas bottle/s;
- 1.4. Full vehicle fuel tank;
- 1.5. Airport transfers in Cape Town;
- 1.6. All applicable South African taxes;
- 1.7. Vehicle and equipment familiarization.

2. MINIMUM RENTAL PERIOD

- 2.1. The minimum rental period is 7 days for travel within the borders of South Africa and 15 days for travel that includes adjoining countries.
- 2.2. Each day is a 24-hour period.
- 2.3. The days of pick-up and drop off of vehicles are each counted as full days irrespective of the time collected and returned.
- 2.4. No refunds are applicable for early returns unless arranged in advance and agreed by **Bushpig Safaris**.

3. BOOKING DEPOSITS AND PAYMENT TERMS

- 3.1. A 25% non-refundable deposit is required to confirm a rental. This becomes part of the rental payment, but is lost on cancellation by the client. Provisional bookings are held for two weeks without deposit and are then released as cancelled unless an extension is given in writing by **Bushpig Safaris**.
- 3.2. Balance of payment of the full price of the self-drive safari including any extra options requested by the Client is due on the date shown on the confirmation/invoice. (Normally 21 days prior to departure).
- 3.3. If any part of the balance of the self-drive safari remains unpaid by its due date, **Bushpig Safaris** reserves the right to treat the booking as cancelled in which case the terms of these conditions concerning Cancellation by Client will apply.
- 3.4. Payment can be made by Electronic Funds Transfer ("EFT") directly into to the bank account of **Bushpig Safaris**, details of which will be provided to the Client on request, or by Visa or MasterCard.
- 3.5. All credit card transactions are conducted in South African Rand (ZAR). Due to exchange rate fluctuations, any amounts that may be refunded on return of the vehicle may vary from that initially debited against the credit card if not in ZAR. **Bushpig Safaris** accept no liability for these variances and accept no claims for payment for the variances.
- 3.6. The Client acknowledges & grants permission to **Bushpig Safaris** to charge the Client's nominated credit or debit card with any charges due by the Client under the Rental Agreement, at any time during and after the rental period.
- 3.7. The Client shall use his/her invoice number/name as a reference when making EFT payments and email through the proof of payment. **Bushpig Safaris** cannot be held responsible for unidentified payments.

4. TAXES

- 4.1 All Rates and Conditions are subject to change in accordance with South African government regulations.
- 4.2 **Bushpig Safaris** is not a V.A.T. registered company.

5. VEHICLE DELIVERY AND COLLECTION

- 5.1. Deliveries and collections of vehicles from 8am to 5pm are included in the rental cost. Collection and delivery of vehicles outside of this time may attract a fee.
- 5.2. Delivery or collection times must be arranged and confirmed prior to rental.

- 5.3. The vehicle, accessories and all equipment supplied by **Bushpig Safaris** shall be returned in the same condition and/or working order as when received by the Client (see clause 7). Unless due to a mechanical malfunction or fair wear and tear, the costs for such damages will be for the Client's account and **Bushpig Safaris** are hereby authorized to deduct same from the insurance excess deposit or to charge the Client's nominated credit or debit card.
- 5.4. Vehicles are supplied with a full fuel tank and customers are expected to return the vehicle with a full tank, failing which the Client will be charged for the additional fuel required to fill the tank.
- 5.5. Rental beyond the stipulated termination date must be authorized by **Bushpig Safaris**.
- 5.6. Rentals terminated earlier than the stipulated termination date are not refundable
- 5.7. Should the Client request that all equipment be checked at the time of return, it is the Client's responsibility to ensure the vehicle is returned with sufficient time to conduct this service. After hours fees may apply.

6. CONDITIONS OF VEHICLE RENTAL

- 6.1. Drivers must be between the ages of 30 and 70 years old, have at least 5 years driving experience and produce a valid license free from endorsements. Non-English language national driving licenses must be presented in conjunction with an official translation or valid international drivers license.
- 6.2. Co-drivers not nominated by the Client in the rental agreement are not insured. If the vehicle is driven by anyone other than the Client, the Client shall remain liable for all his/her obligations in terms hereof, and in addition, the Client shall be liable to **Bushpig Safaris** as if the Client had been the driver.
- 6.3. The Client warrants that in any event the vehicle will not be driven by any person whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or of a narcotic drug and that every driver of the vehicle during the rental period will have a valid license to drive the vehicle, will comply with all applicable laws and will comply in all respects with the provisions of this agreement.
- 6.4. Client undertakes that he shall not exceed speeds of 100kph on a tar road and 80kph on a dirt road.
- 6.5. No smoking is permitted in or on the vehicle.

7. USAGE

- 7.1. The Client acknowledges that he is aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures. The Client is responsible for looking after and maintaining the vehicle during use and for returning the vehicle in good order, fair wear and tear accepted.
- 7.2. The Client undertakes to regularly check the vehicle's water, battery, oil and tire pressure levels, the condition of tires, wheel-nuts, axles, lights and indicators and the windscreen. In addition, the Client shall regularly check that the roof rack, rooftop tents, gas bottle/s and high-lift jack are securely fastened.
- 7.3. The Client shall be responsible for any mechanical failure or damages to the vehicle due to negligence arising from the misuse or the use of non-approved or contaminated fuel, oil or lubricants.
- 7.4. The Client shall utilize the air-compressor provided to adjust the tire pressures according to the road surface on which the vehicle is travelling at any given time. As a guide, tire pressures should generally be as follows: i) On tarred roads – 2.8 Bar, ii) On corrugated gravel or dirt roads or on muddy roads – 2.5 Bar, iii) On soft sand – 1.5 Bar.
- 7.5. The Client shall be liable for the costs of replacing any damaged tire/s, irrespective of the reason for the loss of the tire/s. Replacement tires shall be new tires of the same brand, size and ply rating as that of the damaged tire/s. No previously used or reconditioned tires may be fitted to the vehicle.
- 7.6. The vehicle may not be used for the conveyance whether of passengers or goods for reward, to propel or tow any other vehicle including any caravan or trailer, to transport goods in violation of the customs laws or in any other illegal manner and shall not be overloaded.
- 7.7. The Client shall make adequate provision for the safety of the vehicle in particular he shall keep the vehicle properly locked and secured and immobilized when the vehicle is not in use.
- 7.8. In the event of the vehicle or any of its belongings being lost or damaged during the rental period, the Client shall be liable to cover the cost of replacement or repair and to make good on any shortages or damages to the vehicle.
- 7.9. The Client acknowledges that negligent loss or damage is not covered by insurance. Insurance cover is included in the Rental Agreement, as per clauses 11 and 12 below, and will cover loss or damage due to theft of the vehicle and certain reported collision damages only, but not lost or stolen equipment, including satellite phones, or damages due to carelessness. Any dents and scratches to the **Bushpig Safaris** vehicle will be deemed negligent damage and the Client shall be liable for their repair.

8. ROAD RESTRICTIONS

- 8.1. **Bushpig Safaris** four-wheel drive vehicles are allowed on all bitumen/tar and gravel roads as well as all recognized public 4x4 tracks in South Africa, Lesotho, Swaziland, Namibia and Botswana. Special permission is required for travel to Zimbabwe, Zambia and Mozambique. It is not permitted to take the vehicle to any other countries in sub-Saharan Africa.
- 8.2. Vehicle repair and recovery in Zimbabwe, Zambia and Mozambique is costly due to the lack of infrastructure in these countries and in requesting special permission to travel to these areas, the Client acknowledges and accepts liability for any costs incurred by **Bushpig Safaris** in providing assistance or repairs of whatever nature, or vehicle recovery in same.
- 8.3. Due to seasonal changes, road restrictions may be implemented at certain times of the year and it is the responsibility of the Client to abide by the changes. Current Road restrictions will be noted on the Rental Agreement.
- 8.4. The Client acknowledges that the vehicle may not be driven off-road or on any beaches or sand dunes.

8.5. The Client acknowledges that the vehicle shall not be driven through water unless such water is on a bitumen/tar or gravel road or on a public 4x4 track and in such instance shall not drive the vehicle in water the depth of which exceeds the vehicle's normal ground clearance.

9. WILD ANIMALS

9.1. The Client acknowledges that he is aware that his self-drive safari may take him into close contact with wild animals and that **Bushpig Safaris** cannot be held responsible in the event of an attack from a wild animal. It is the responsibility of the Client to ensure his own safety and that of his passengers. Neither **Bushpig Safaris**, nor their employees can be held responsible for any attack, injury or accident that may occur.

10. INFORMATION PROVIDED

10.1. All information regarding routes, facilities, local prices and amenities either shown in pictures or supplied in writing by **Bushpig Safaris** is provided in good faith. Should prices vary or facilities that have been recommended not be available, **Bushpig Safaris** can not be held responsible.

11. INSURANCE

11.1. The Client undertakes to insure against cancellations and for medical and personal injuries, medical evacuation and all other usual travel risks. Such insurance shall be independent of the conditions of this rental agreement and shall be governed by the conditions therein.

11.2. Standard insurance cover is included on all vehicles and in all rates quoted. This is not full cover and an excess is applicable, the monetary value of which depends on the value of the specific vehicle and accessories provided under the Rental Agreement.

11.3. No matter the reason or circumstance, the Client will be liable for any damage or destruction including to tires, windscreens, windows, damage to lights, dents or scratches and to the fitted accessories and additional equipment supplied. The monetary value of any damage will be determined by a quotation from a local agent/distributor or the company that originally supplied the equipment/accessory or a reputable alternative.

11.4. Personal property is not covered by insurance.

11.5. The Client is required to pay the insurance excess (currently 5% with a minimum of R5,000) when any claim arises.

11.6. Insurance cover is included in **Bushpig Safaris** rates and is non-refundable

11.7. Insurance cover is valid in the following countries: South Africa, Swaziland, Lesotho, Namibia, Botswana and Zambia. Special permission is required for any other countries in Sub-Saharan Africa.

11.8. Third party liability cover is included for an amount of R2,500,000 but the Client is required to comply with each country's third party insurance regulations.

11.9. Third party insurance cover for each country outside of South Africa must be purchased by the Client at the port of entry unless otherwise advised by **Bushpig Safaris**.

11.10. Insurance cover is applicable only in the event of a collision including one or multiple vehicles and or animals or theft. Insurance cover is applicable on presentation of a police report and the incident reported to **Bushpig Safaris** within 24 hours.

11.11. There is no insurance cover for any of the camping equipment.

11.12. A standard excess applies in the event of any damage to either the **Bushpig Safaris**' vehicle or third party property. The Client will also be fully liable for replacing or repairing damaged windscreens and tires. A security deposit will be required on vehicle collection and will be charged to the Client's credit card. This amount, less any costs owing to **Bushpig Safaris** will be returned to the Client within 14 days of return of the vehicle provided however that there are no damage to the **Bushpig Safaris** vehicle, accessories or to any third party property and also provided that no items of equipment are lost or damaged.

11.13. Insurance does not cover negligent damage. Dents and scratches caused by the Client's negligence will therefore be for the Client's account. **Bushpig Safaris** is hereby authorized to deduct such amounts from the Client's credit card, to cover any expenses incurred through the Client's negligent damage to any **Bushpig Safaris** vehicle, as outlined below:

11.13.1. The Client is fully liable for any damage to the **Bushpig Safaris** vehicle or third party property if:

- the terms of the rental contract are breached;
- the damages are sustained whilst the Client/driver is in breach of any traffic laws or ordinances;
- damage to the vehicle is caused by careless, willful or reckless driving;
- damages are sustained whilst the Client/driver is driving under the influence of alcohol or drugs;
- damages are sustained whilst the Client/driver is driving on restricted roads or off road;
- any damage is caused by water submersion or salt-water damage;
- the vehicle was driven in a country in which written approval was not obtained from **Bushpig Safaris**;
- the clutch sustained damage/abuse;
- the vehicle is driven between sunset and sunrise;
- damage is sustained to the undercarriage;
- the gearbox is damaged due to incorrect use of the clutch/handbrake;
- the Client fails to stop driving when a dashboard warning light indicates a problem;
- the Client/driver incorrectly uses the diff locks and/or transfer cases, i.e. driving on tar roads with electronic diff's engaged or with 4x4 mode engaged.

11.13.2. **Bushpig Safaris** is under no obligation to provide a replacement vehicle nor will any refund be made if damages are sustained for any one of the reasons shown in 11.13.1 above.

11.13.3. A replacement vehicle will only be dispatched once payment of all damages/recovery costs to the first vehicle is made. **Bushpig Safaris** reserves the right to withhold a replacement vehicle; this does not entitle the Client to any claims against **Bushpig Safaris**.

11.13.4. The Client shall also be liable for all fines, penalties and the like (including all legal costs incurred by **Bushpig Safaris** for its attorneys in accordance with their usual charges at the time, for parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the rental period and the client accordingly indemnifies **Bushpig Safaris** against all such liability.

11.13.5. Any claims will be finalised within 14 days of the vehicles return. If this is not possible for whatever reason **Bushpig Safaris** will advise the Client accordingly.

12. ACCIDENTS

12.1. All accidents must be reported to **Bushpig Safaris** and by law to the local police/law enforcement within 24 hours and a report/case number be obtained. Failing to report accidents voids all insurance cover and the Client becomes fully liable for all costs. The Client/driver shall not make any statement admitting responsibility/liability for an accident.

12.2. If during the rental period the vehicle is involved in any accident or collision or is lost or the vehicle or any part of it is stolen, the Client shall take every reasonable precaution to safeguard the interests of **Bushpig Safaris**, including where appropriate, but not limited to, obtaining the name and address of everyone involved and of possible witnesses; co-operating with **Bushpig Safaris** in the investigation, the making and/or defense of any claim or action relating to the incident (including the making of an affidavit if the Client is requested to do so).

12.3. If the rental vehicle is involved in an accident or it cannot be driven due to mechanical breakdown, a replacement vehicle may be provided by **Bushpig Safaris**, if available.

12.4. If the Client requires a replacement vehicle to be delivered, then these charges will be for the Client's account.

12.5. The Client is responsible for the recovery of an accident-damaged vehicle.

12.6. If the Client is unable to take a replacement vehicle, no refunds for early termination of the contract will be considered.

12.7. No refund of rental days lost will be considered during the period in which a replacement vehicle is being replaced.

12.8. Should the Client continue with a replacement vehicle then a new rental contract and insurance conditions will apply.

12.9. Should a replacement be needed due to a fault of **Bushpig Safaris**, as determined by **Bushpig Safaris**, we will replace the vehicle within 36 hours if available, alternatively the Client will be refunded for the balance of the days remaining.

12.10. The Client accepts that the **Bushpig Safaris** vehicle is used at his own risk

13. REPAIRS AND MECHANICAL FAILURE OF VEHICLE

13.1. Repairs to the vehicle of up to ZAR1,500 may be affected by an authorized Land Rover Dealer or Agent without prior authorization. On higher amounts prior authorization is required from **Bushpig Safaris**.

13.2. Whenever serious mechanical failure occurs which is due to standard wear and tear and which cannot be repaired timeously, a replacement vehicle will be delivered in South Africa, if available.

13.3. Should a replacement vehicle not be available, the Client will be refunded for the days in which the vehicle is not in use.

13.4. It is important to note that **Bushpig Safaris** is not the manufacturer of the vehicle or the equipment but will do its utmost to ensure that each vehicle and equipment is maintained in the best possible condition.

14. EMERGENCIES

14.1. In the event of a medical emergency or serious mechanical failure, **Bushpig Safaris** will have an agent on call 12 hours per day (6am to 6pm) to advise or assist our Clients. Should Clients call for assistance and a relief vehicle and crew is dispatched from Cape Town to assist the Client, **Bushpig Safaris** reserves the right to recover costs for any assistance provided.

15. CROSS BORDER SURCHARGES

15.1. **Bushpig Safaris** undertakes to supply the requisite vehicle papers and letter/s of authorization to drive our vehicle in the approved countries outside the borders of South Africa. Clients are responsible for handling their own cross border formalities.

16. CHANGE OF VEHICLE

16.1. If for reasons beyond our control, the reserved vehicle is not available, **Bushpig Safaris** reserve the right to substitute the vehicle with another vehicle in the same category or in a higher category. This shall not constitute a breach of contract or entitle the Client to a refund.

17. LIABILITY

17.1. **Bushpig Safaris** will not accept responsibility over things, persons, or any matter over which it has no direct control, nor will it be held liable for the death, injury or illness of any Client or any persons accompanying them.

17.2. **Bushpig Safaris** shall not be liable for any damage to or any damage arising out of any defect in or mechanical failure of the vehicle, nor for any loss or damage to any property transported or left in the vehicle, nor for any direct or indirect damages, consequential loss of profits or special damages of any kind for any breach of this agreement, or arising out of any cause whatsoever, irrespective of whether or not the loss resulted from the negligence of **Bushpig Safaris**, its agents or

employees. **Bushpig Safaris** accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstance.

18. CANCELLATIONS BY BUSHPIG SAFARIS

18.1. **Bushpig Safaris** may cancel a booking at any time due to *Force Majeure*, or circumstances beyond the control of **Bushpig Safaris**, in which event **Bushpig Safaris** shall use its best endeavours to offer an alternative self drive safari of a similar standard or cost. Should the Client not accept the alternative, or a suitable alternative not be available, the company will refund all monies paid by the Client relating to the vehicle only.

18.2. Provided **Bushpig Safaris** has used its best endeavours to comply with the above clause, it will not be liable for any breach of contract or claim that may arise as a result of any inconvenience suffered by the Client.

19. CANCELLATION BY CLIENT

19.1. Notice of cancellation by the Client must in all instances be made in writing by the person whose name is used as the "Client" on the Booking confirmation form.

19.2. Cancellation is effective from the date of receipt by **Bushpig Safaris** of such written notification.

19.3. In the event of a rental having to be cancelled, the following cancellation charges are applicable:

i. Notice received 60 days or more before the departure date: only the deposit is forfeited;

ii. Notice received within 60 days of the departure date the following percentage of the total self drive safari cost will be payable as a cancellation charge: 60 - 30 days: 50%; 29 days or less: 100%;

iii. Should payment of the self drive safari cost not have been made in full then the Client must pay the cancellation charge within 7 days of notification of cancellation by the Client. Even if the Client's insurance policy covers cancellation it is for the Client to claim any insurance money due from their insurers directly.

19.4. Without derogating from any other term contained herein, **Bushpig Safaris** shall be entitled at the expiry and/or termination of this agreement, for whatever reason, to retake possession of the vehicle wherever it may be located and from whomever is in possession thereof.

20. GENERAL

20.1. It is hereby agreed that this agreement is governed by the laws of the Republic of South Africa.

20.2. The Client agrees that **Bushpig Safaris** is entitled, but not obliged, in its discretion, to institute any action or proceedings for enforcing any of its right under this agreement in the Magistrate's Court, notwithstanding the amount in dispute, and the client consents to the jurisdiction of the Magistrates Court.

20.3. If **Bushpig Safaris** institutes any legal proceedings against the Client to enforce any of its rights under this agreement **Bushpig Safaris** shall be entitled to recover from the Client all the legal costs it incurs to its own attorneys in accordance with their then usual charges and assessed as between attorney and own Client.

20.4. If the Client enters into this agreement on behalf of any principal, including any undisclosed principal, the Client shall be personally liable jointly and severally with his/her principal.

20.5. The Client chooses the address specified in the Rental Agreement as his/her *domicilium citandi et executandi* and any notice posted to the Client to this address shall be deemed to be received seven days after the date on which it is posted unless the Client proves the contrary.

20.6. The obligations of the Client and the rights of **Bushpig Safaris** under this agreement shall continue in effect until the vehicle has been returned to **Bushpig Safaris** and the Client has complied with all the terms and conditions of the rental agreement.

20.7. In the event of the death of the Client between the period that the vehicle is collected by the Client and returned to **Bushpig Safaris** by the Client, the obligations of the Client shall pass to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Client. The Client waives presentment for payment, notice of non-payment, protest, and notice of protest.

21. TRAFFIC OFFENSES

21.1. The Client is advised that **Bushpig Safaris** will debit the Client's credit card for any infringement fee for an offence where the offence was committed during the period of hire and was a speeding offence, a toll offence or an offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment or an offence for parking in any portion of a road in breach of any by-law or a road controlling authority.

21.2. **Bushpig Safaris** will charge an administration fee of ZAR2000 in addition to the infringement fee.

22. BREACH

22.1. Notwithstanding any of the clauses hereinabove, should the Client willfully breach any of the terms and conditions of the Rental Agreement, **Bushpig Safaris** shall be entitled to terminate the agreement forthwith. In such instance the Client shall still be liable for all of his obligations in terms of the Rental Agreement as if the agreement had not been terminated.

23. NOTE

23.1. Rates and conditions may be subject to change without notice. All information may be subject to change and all measurements and volumes provided by **Bushpig Safaris** are approximate.