



U Drive 4x4 (Pty) Ltd

Reg 2020/100738/07
Postnet Suite 6
Private Bag X5879
Upington - 8800
5 Soutpan Street
Upington - 8800
Cell Phone : 063 086 5480
Cell Phone : 083 380 6154



AGREEMENT OF RENTAL OF 4 X 4 Vehicle

Entered into between

UDrive4x4 (Pty) Ltd 2020/100738/07

(Hereafter referred to as "The Lessor")

and

1.) Renters Name and Surname:

Passport or ID Number: _____

Driver's License Number: _____

2nd Driver's License Number: _____

Cell Number: _____ Work/Home Number: _____

Email Address: _____

South African residential Address: _____

Work Address: _____

Foreign (Home) residential Address: _____

Rental Period from: DD / MM / YYYY to DD / MM / YYYY

Rental Vehicle: _____

Rental Vehicle Km : _____



I, the Lessee acknowledge that the insurance cover is limited and that I will be liable for the vehicles insurance excess and for any loss or damage that occurs on the safari / camping equipment during the rental period

I therefore authorise UDrive4x4 to debit my credit card below for any loss or damage for an amount of

ZAR

Signature of the Lessee: _____

Credit Card Imprint:

Card Type: _____ Exp. Date : _____ CVV : _____

Card Number : _____

Cardholder's Signature

I, the Lessee, understand and agree to rent this vehicle on the terms and conditions on the front and reverse of this agreement and hereby agree to the rental charge and acknowledge receipt of vehicle and equipment.

Signature of Lessee:

Udrive4x4- 5 Soutpan street , Upington, 8800

Contact : 063 086 5480 / 083 380 6154

E-mail : info@udrive4x4.co.za / sales@udrive4x4.co.za

TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

INTERPRETATIONS

- * The Lessor - UDrive4x4 (Pty) Ltd Reg. No 2020/100738/07
- * The Lessee – All persons whose names and domicillium appear as such on the face hereof
- * The rental period – The rental period shall commence and end at the days stipulated as such on the face hereof. The end date will be extended if the vehicles is not returned to the Lessor for whatever reason and will include, in the case of collision Damage, the date until which repairs are completed, in the case of theft, the date until which the Lessor is paid all monies due in terms of this contract, and in case of total loss, the date until which the vehicle is declared as such.

1) RENTAL

- 1.1 The Lessor rents to the Lessee the vehicle with all the accessories, equipment, spares and tools as contained in or on the vehicle as per checklist.
- 1.2 The Lessor undertakes to provide a suitable vehicle and equipment as quoted and specified. The Lessor is not the manufacturer of the vehicle or equipment and thereby does not warrant their performance or reliability. The Lessor undertakes to check the vehicle and equipment prior to the rental to ensure it's in working in order. On signing this agreement and attached inventory the Lessee accepts that he / she have checked the vehicle and equipment and that all is in order.
- 1.3 The Lessee is responsible to check the vehicle with the Lessor at handover to ensure they are satisfied that the vehicle and equipment are in working order and that they are comfortable with the working and operation of the vehicle and equipment.
- 1.4 The rental period as stated on the face hereof will include any extended periods arranged with the Lessor as described herein without prejudice to the Lessor's right to claim damages or any other right in respect to this agreement.
- 1.5 The Lessee agrees to pay to the Lessor the rental amount plus all other charges, which may arise from this agreement.
- 1.6 The rental amount and all other charges, which include any other insurance excess, loss or damage to any equipment, accessories, fuel shortfall, missing spares, together with taxes, levies or any other charges by law, are due and payable on demand or termination of this agreement. The Lessor reserves the right not to hand over or deliver a vehicle unless all payments have been met.
- 1.7 All fines and penalties incurred during the rental period are for the Lessee's own account. A fine administration fee will be charged. Loss of keys will result in an applicable charge being levied. A Valet charge may be levied where the vehicle branding or paint is damaged due to the fitment of the Lessee's own stickers. Any other offences and legal costs (including the Lessor's attorney client costs) arising out of the Lessee's use of the vehicle during the lease period is for the Lessee's account.
- 1.8 The Lessee will not be able to terminate this agreement prior to the end of this rental agreement without the written approval of the Lessor and if such approval is granted the Lessee will not be able to claim a reduction, remission, or refund for early termination.

2) DRIVER

- 2.1 It is law in South Africa that all licenses must be in English. If the Lessee's license is not in English an English International license will be required. All drivers to have a valid driver's license (ENGLISH) from their country of origin. International Driver's license is COMPULSORY for rentals outside South African borders.
- 2.2 The minimum age of drivers is 25. Any age below is subject to approval from the Lessor.

- 2.3 Drivers under 25 are subject to an additional R5, 000.00 for insurance purposes.
- 2.4 Drivers having their license less than 2 years are also subject to approval from the Lessor
- 2.5 Drivers having their license less than 2 years are subject to an additional R5, 000.00 for insurance purposes.
- 2.6 Drivers are allowed to drive vehicles on game park roads, jeep tracks, public bitumen / tar roads or public recognized tracks in Southern Africa.
- 2.7 Our Cancellation Policy: The Lessor understands that things do not always go according to plan. We do however need to charge cancellation fees if you are unable to make the rental. Depending on the notice period you will be refunded as follows:
 - 60 Days' Notice – 5% Admin fee will be charged
 - 59 – 45 Days' notice – 90% Refund on amount paid
 - 44 – 31 Days' notice – 80% Refund on amount paid
 - 30 Days or less – 50 % Refund on amount paid
 - 14 Days or less – 25 % Refund on amount paid
 - 6 Days of less – 5% Refund on amount paid.

3) AVAILABILITY

- 3.1 The vehicle group models in our fleet may be altered without notice. The Lessor reserves the right to substitute vehicles reserved with a similar vehicle or upgrade the vehicle reserved which may not be deemed a breach of contract.

4) REPAIR TO VEHICLE

- 4.1 All our vehicles are serviced in accordance with the manufacturer's specifications. We also do additional services and preventative maintenance to enhance the reliability of our vehicles.
- 4.2 The Lessor is liable for any major breakdowns due to negligence. This should be reported immediately by the client.
- 4.3 Any mechanical repairs or replacements related to fair wear and tear is covered by the Lessor as per the manufacturers list.
- 4.4 All vehicles are late models with full service history, but should minor repairs be required the Lessee / renter is permitted to make minor repairs up to the value of R1,000.00
- 4.5 For a refund on these minor repairs undertaken, full invoices need to be handed over to the Lessor office during the return of the vehicle. A refund will be made to your credit card which was provided at pick up within 30 days working days after the submission of your claim.
- 4.6 Any repairs above R1, 000.00 requires pre-approval- Please call our 24-hour help line number who will assist you with where the repair needs to take place and to authorize the expenses.
- 4.7 **No authorization – no refund**
- 4.8 Lessees to assist in making the vehicle available for repairs and taking the vehicle in for repairs. We use workshops across our chosen Southern African countries and they cannot go out to your camp site or meet you in the parking area at a Shopping Centre.

5) USE OF THE VEHICLE

- 5.1 The Lessee shall care for the vehicle prudently and shall ensure that there is sufficient engine coolant, oil, fuel, tyre pressure. Should the Lessee become aware of any potential problem with the vehicle the Lessor must be contacted immediately.
- 5.2 The Lessee shall ensure that the vehicle is secured and protected, that the alarm or any security devices are activated at all times and be kept in a secure place when the vehicle is not in use.
- 5.3 The Lessee may drive the vehicle on all public roads and recognized 4x4 tracks. The vehicle is not allowed to be used for full off road use. The Lessor reserves the right, at its sole discretion, to restrict the vehicle to be driven in certain areas due to adverse roads, weather conditions or political risk. The Lessee will have to use their discretion under certain 4x4 road conditions and the risk involved in crossing certain obstacles lies with the Lessee and driver of the vehicle.
- 5.4 The Lessee shall not use the vehicle in a manner or in a place that will directly or indirectly allow the vehicle to be placed in any risk whatsoever other than its intended use and design.
- 5.5 The Lessee shall use the vehicle only in the country for which it was hired and will not take the vehicle outside without prior written consent of the Lessor.
- 5.6 The Lessee shall not sublet, lend or allow the vehicle to be driven by any other person than the specified drivers.
- 5.7 The Lessee shall return the vehicle to the Lessors premises on time as stipulated at the termination of this contract. It is imperative the Lessee follows the vehicle standard maintenance routines and those that should be conducted by the driver of a motor vehicle.
- 5.8 The Lessee will not permit any of the named drivers or any other person to drive the vehicle under the influence of alcohol above the legal limit or any other intoxicating substance or without a valid driver's license or by anyone less than twenty three years of age.
- 5.9 The maximum wading height on the vehicle is 600mm water depth: any damage caused by water induction or deep-water crossing will be the Lessee's responsibility and is not covered by the insurance or the vehicle manufacturer's warranty. Always walk through water before driving through.
- 5.10 The vehicles are fitted standard from the manufactures with a water temperature gauge and other operational gauges which should be monitored to avoid any mechanical problems.
- 5.11 The manufacturers standard warranty conditions and expertise apply regarding mechanical failure and cause thereof.
- 5.12 Driver: A valid unendorsed driver's license must be produced by the driver or any authorized additional; drivers at the time of receiving the rental vehicle. The driver's license must have been valid for a minimum of 5 years, the minimum age for drivers is 23 years. Special written permission must be obtained from the Lessor for younger drivers to be authorized by the Insurers. A double insurance excess is applicable to younger drivers.

6) REPLACEMENT OF VEHICLE

- 6.1 Where serious mechanical failures occur due to wear and tear and which cannot be repaired timeously a replacement vehicle will be supplied within specified hours of diagnosis (See Below).
- 6.2 The Lessor endeavors to replace a vehicle that cannot be repaired within :
48 Hours in South Africa / Namibia / Botswana
72 Hours in Remote areas of Botswana
- 6.3 These time frames exclude public holidays and weekends
- 6.4 The Lessor only replaces a vehicle when repairs cannot be done and it is not able to be driven any further.
- 6.5 The Lessor is not going to get involved in arguments on the merits of the replacement vehicle. The vehicle will be equipped and suitable for the Lessee's adventure. Models may differ. The replacement vehicle will be the vehicle we have available in our fleet.

- 6.6 No vehicle will be replaced if the vehicle was driven at excessive speeds or abuse of the vehicle has taken place or the vehicle was taken into areas not specified on the rental agreement. We monitor all these activities with our satellite tracking devices.
- 6.7 Lessee's that misleads the Lessor in order to undertake repairs or replace a vehicle will be held liable for costs associated with the repair (actual invoice or replacement(and further charged at R12 per kilometer)).

7) RISK

- 7.1 The Lessor will not be held responsible for any damages and liability to the Lessee for whatever reason, whether negligently or otherwise, for any defect of whatever nature in the vehicle at time of hire or which may become defective during the lease period.
- 7.2 The Lessee absolves the Lessor against any claims whatsoever, whether by omission or neglect on the part of the Lessor, if the vehicle becomes unfit for use from whatever reason.
- 7.3 The Lessor makes no warranties in any regard to the vehicle including the fitness for any purpose, defects, state of repair, performance or capabilities of the vehicle.
- 7.4 The Lessee accepts full responsibility and risk of the vehicle with all accessories, equipment, spares and tools contained in the vehicle on receiving the keys. Such a risk will only expire when the vehicle and all accessories, equipment, spares and tools as contained in the vehicle are returned on termination of this agreement to the Lessor in good stead (fair wear and tear accepted)
- 7.5 The Lessee accepts delivery of the vehicle at the time and place recorded on the face hereof and waves any claims against the Lessor for the vehicle not being on time, except to demand refund and to terminate the contract at the said date.
- 7.6 Should the vehicle not be returned on time, it will be assumed that the intention is to deprive the Lessor of ownership, occupation and possession of the vehicle, unless the contrary is proven.
- 7.7 Should the vehicle be involved in an accident or is stolen, the Lessee shall, as in accordance with the applicable laws of the country, duly report the matter to the necessary police and or authorities and obtain a Case Number, for the Lessors information and future record within a 24 hours. Furthermore, the Lessee will be obligated to assist in the future, to ensure that all information and documentation is received by the insurance company.
- 7.8 The Lessee indemnifies the Lessor or agents against any damages to anyone including any third party for damages, claims or losses resulting from bodily injury, death, destruction of property or whatever cause resulting from the use of the vehicle or from an accident.
- 7.9 The Lessee is aware that traveling to remote areas where there is no form of contact and limited facility does increase the risk to the Lessee and the Lessee accepts full responsibility for any delays or problems as a result of the remoteness of the areas.

8) LIABILITY FOR LOSS / DAMAGE

- 8.1 The Lessee is liable for all loss and damage incurred by the Lessor as a result of this agreement and will include specifically losses and or damages from an accident, collision, or theft of the vehicle and all accessories, equipment, spares and tools as contained in the vehicle, subject to the following : -
 - o Excess determined to be applicable and or alternative choice of waiver.
 - o Subscription fees paid in respect of waiver.
 - o Payment of excess waiver insurance as stated on the face hereof.
 - o Compliance and fulfilment of the terms and conditions of this agreement by the Lessee.

- 8.2 The liability will extend to the value of replacement of the vehicle and all accessories, equipment, spares and tools as contained in the vehicle.
- 8.3 In calculating the value of replacement of the vehicle the cost will be the full retail price of a new vehicle if the vehicle is less than one year old or the retail price quoted in the "Auto Dealers Guide". The accessories, equipment, spares and tools contained in or on the vehicle will be the value of replacing the item as new.
- 8.4 An administration fee of ZAR550.00 applies for the handling and processing of claims

9) INSURANCE

- 9.1 This rental contracts Insurance is underwritten by Santam and full details thereof is in the addendum to the rental contract.

10) Checking in of vehicle/ delivering of vehicle

- 10.1 On arrival the vehicle will have been checked by UDrive4x4 and an inventory and check sheets are completed. It is advisable and the responsibility of the Lessee to check through the vehicle and ensure they are comfortable with the operation of the vehicle and that all necessary equipment is provided.
- 10.2 The handover is only complete when the Lessee is comfortable with the vehicle and use of the equipment and that the Lessee has everything necessary for the trip. Tyre condition, wheel changing tools, high lift jack operation, dual battery system operation, four wheel drive system operation, camping equipment and general maintenance guidelines must be checked for each and every rental.
- 10.3 The Lessee and the UDrive4x4 representative must check all damages on the vehicle and ensure that it is correctly recorded on the diagrams when collecting the rental vehicle. The Lessee will be required to sign these documents which will be acknowledging their accuracy in determining existing or new damages.

11) CLOSE OUT OF RENTAL / RETURN OF VEHICLE

- 11.1 On return of the rental vehicle the Lessor inspects the vehicle with the Lessee for any major damage (body, tires, wind screen and main equipment). Any items missing, broken or damaged will be recorded and communicated to the Lessee.
- 11.2 The Lessor allows a period of 21 Days for the rental file to be signed off and completed. This is done by the Lessor's Admin team. Once completed a follow up email will be sent to the Lessee.
- 11.3 If there are any refunds due, this will be paid within 21 to 30 business days after the completion of the rental. Refunds are paid back to the original credit card the Lessee has paid with.

12) ABUSE OF OUR VEHICLES

- 12.1 The Lessor reserve the right to take back rented vehicles, where excessive speeds or reckless and / or dangerous driving took place. These activities are picked up from the Lessor's Satellite Tracking
- 12.2 Lessee will receive a warning via text messages alerting the Lessee if there are any transgressions. Should a transgression take place a 2nd time, the Lessor will make arrangements where the vehicle will be collected.
- 12.3 All costs for this collection are for the Lessee. There will be no refund for the remainder of the rental.
- 12.4 Transgressions are any points on the critical list that the Lessor discusses with the Lessee at handover of the vehicle or that are contained in this agreement

13) GENERAL

- 13.1 For reasons beyond the Lessors control that a reserved vehicle becomes unavailable, the Lessor reserves the right to substitute the vehicle. This shall not constitute a breach of contract or entitle the Lessee to a refund. Should the Lessor not be able to replace the vehicle the rental contract terminates with no further liability incurred by the Lessor. The deposit will be refunded
- 13.2 An early return = No Refund
- 13.3 Late returns will be charged on a per day basis. A penalty fee of R2000 per day will be charged. The Lessee must make arrangements before the time and the Lessor will assist without any penalties.
- 13.4 All border fees of whatever nature, 3rd party insurance. Road tax or any other fees payable to cross borders remain for the cost of the Lessee.
- 13.5 The Lessee must disclose their route, as specific areas could influence the Lessors vehicle preparations.
- 13.6 The Lessor reserves the right to amend quotes. Once the Lessee has been quoted and the rental agreement has been signed, there will be no changes to the rates. Only in the event that there is an increase in VAT or other Government taxes will the Lessor pass these increases on to the Lessee.
- 13.7 The Lessor reserves the right not to enter in a rental agreement.
- 13.8 The Lessor cannot be held liable for 3rd party nonperformance. (Accommodation / camp sites, activity providers, etc.). This includes border crossings / officials and traffic officers.
- 13.9 Any problems experienced with a rental vehicle should be reported in writing during the rental period or at drop off. The Lessor accepts no liability for any claims submitted thereafter.
- 13.10 The Lessee acknowledges that due to the nature of these adventure rentals, that there may be items that stop working while out on a trip. This can include zippers of the tent, fridge or a light on the vehicle. The fact that these items stop working during the rental does not warrant a refund.
- 13.11 The Lessee will encounter dust in the African bush; dust will enter the vehicle/s. No early returns or refunds for inconvenience caused by dust are allowed.
- 13.12 All relevant documentation (permission letters, cross border documents) is handed to the Lessee on collection of the vehicle. Should the Lessee request a reissue of these documents a fee of R750 is applicable. These documents need to be returned to the Lessor at the end of the rental.
- 13.13 Any cross-border documents the Lessee collected when crossing borders with the vehicle must be handed in during the return of the vehicle in order for the Lessor to move the vehicles status back to South Africa, if it was not returned through borders. Any cost of reapplying for documents will be passed on to the client
- 13.14 Costs for the repair / assistance when a client runs out of fuel / diesel / lose the vehicle keys or put in the wrong type of fuel or contaminated / dirty fuel, is for the Lessee to cover.
- 13.15 The Lessee must always have a copy of their driver's license, identity document and passport when on route.
- 13.16 All the Lessors pictures, illustrations and text are representations only. Variances could occur.
- 13.17 All disputes are settled under the jurisdiction of a magistrate's court in South Africa.
- 13.18 Lessee keeps indemnified and holds the Lessor or any Director, employee or appointed agents harmless against all loss, damage or claim of whatsoever nature or form. The Lessee is responsible for their personal Insurance.
- 13.19 The Lessor accepts credit cards (VISA & Master Card). The Lessee must make sure to bring their Credit Card on Collection day. A copy will be made for future payments and refund.
- 13.20 Refunds applicable at the end of the rental term will be done in the same way payment was presented.



I the Lessee and undersigned hereby bind myself and have read the terms and conditions and the agreement of rental contract thoroughly and I fully understand it.

SIGNATURES:

CLIENT TO SIGN HERE

Thus, done and signed at _____ on this _____ day of _____ 20 ____.

Client

THE LESSOR TO SIGN HERE

Thus, done and signed at _____ on this _____ day of _____ 20 ____.

The Lessor