



THRSA

Tourism Holdings Rental SA (Pty) Ltd.

H/O Johannesburg

17 Sim Road
Pomona
Kempton Park
1619
Gauteng
South Africa

Tel: +27 (0) 11 230 5200

Cape Town

Corner Michigan &
Borchers Quarry Road
Airport Industrial
Cape Town
South Africa

Tel: +27 (0) 21 385 0403

Namibia

Hosea Kutako
International Airport
Windhoek
Namibia

Tel: +264 (0) 62 540 660

Botswana

Mophane Street
Lot 525
Maun
Botswana

Tel: +267 680 1191

TERMS & CONDITIONS OF RENTAL VIA TRAVEL PARTNER SUV & LDVs

SOUTH AFRICA, LESOTHO, ESWATINI (SWAZILAND), BOTSWANA, NAMIBIA

01 NOVEMBER 2021 - 31 OCTOBER 2022

Rates include:

- Airport Transfers (Within 25kms from primary depots) – Further transfers can be arranged at a fee
- 2 x Drivers (third, fourth and fifth driver charged separately)
- Closed canopy on single/double cabs only
- Unlimited kilometres
- Super cover/CER2 with zero excess
- Contract fee
- Cross border letter
- SA road tax
- No cancellation fees
- In Namibia carbon emissions tax on SUVs (Creta / RAV / Xtrail / Fortuner)
- Emergency assistance (07h00 – 19h00)
- 15% VAT (Value Added Tax) in South Africa, 12% in Botswana and 15% in Namibia
- Credit Card Fees

Minimum Rental Duration and Costings

Minimum rental period: 3 days for collection from Johannesburg, Cape Town, Durban, Windhoek, Maun and Kasane. Vehicle rentals are calculated on a per calendar day basis, i.e. day of pick-up or drop off is always counted as a full day irrespective of what time it is collected or dropped off. A Rental day is not calculated on a 24hr cycle.

Alternative secondary depots on request – East London, Port Elizabeth, George, Nelspruit, Walvis Bay, Swakopmund and Vic Falls minimum of 15 days.

Pick up and return locations

Primary:

South Africa: Johannesburg, Cape Town,

Namibia: Windhoek

Botswana: Maun,

Minimum rental of 3 days

Secondary:

South Africa: Durban,

Botswana: Kasane,

Minimum rental of 3 days

Alternative Secondary Depots:

South Africa: East London, Port Elizabeth, George, Nelspruit

Namibia: Walvis Bay, Swakopmund

Zimbabwe: Vic Falls

Minimum rental of 15 days

As per the attached schedule – charges apply

Office Hours: Rental Locations

Monday to Friday: 07h30 – 17h30
Saturday: 08h00 – 14h00

Additional drop off times and locations can be arranged at time of booking.

All branches are closed 25 December (Christmas Day)

1. Collection

Vehicle handover can take approx. 15-20 minutes, depending on the questions asked and client feedback. Kindly note that signing the vehicle condition report is an acceptance of the condition of the vehicle. THRSA must be notified on the day of any vehicle malfunction. No consideration will be given to claims against such experiences, and no compensation or liability for lost time will be given, if issues are only reported on return of the vehicle. Rental days lost due to a vehicle that has been collected after the agreed date will not be credited. A after-hours fee of R550 may be charged on Public holidays and Sundays.

2. Return

When returning the vehicle, please set aside 10-15 minutes for the vehicle to be checked. Although we request that the vehicle be returned with a full fuel tank, as a courtesy to the next renter our representatives will take the vehicle to our refuelling station to ensure that the vehicle is full. Should top-ups be required, the fuel amount will be deducted from the renter's nominated credit card. Vehicles must be returned clean, in order for the vehicle check in to be done. Vehicles returned excessively dirty will be charged a cleaning fee of R/N\$1,500.00. Any vehicles returned later than the agreed return date, or outside of normal office hours (without prior arrangement), will be charged a full day's rental per calendar day. Rental days lost due to the vehicle being returned before the agreed return date will not be credited.

The company reserves the right to charge for fuel on vehicles that are not returned full, a 3 litre allowance for vehicle movement will be given.

The company reserves the right to charge a cleaning fee of R/N\$1500, 00 in the event that the rental vehicle is returned in an extremely dirty condition. The company at its sole discretion reserves the right to determine whether a vehicle is extremely dirty in a true and fair manner. An extremely dirty rental vehicle will include but not limited to when the rental vehicle/s possible damages cannot be assessed properly.

The renter knows and understands that no smoking in the rental vehicles are allowed, and that a fee of R/N\$3500, 00 will be charged to remove any fumes or smells and/or burn marks on the interior of vehicle caused by smoking in the rental vehicle.

3. Licence

A valid B/EB or code 08 national or an ENGLISH international driver's licence for vehicles less than 3500kg, is required.

4. Minimum Age

The minimum age permitted to rent is 25 years.

A surcharge of ZAR500/US\$50 for any persons under the age of 25 years old with a minimum age of 23 that has had a license for a minimum of 3 years.

5. Liability Cover

THRSA rates includes standard Cover. This cover is NOT a personal liability cover, but cover for damage to our vehicles. Details below:

Super Cover/CER2:

Super cover/CER2 is included in the daily rate as per your quotation/rental agreement. This cover has a holding deposit of ZAR 3000 on Hyundai Creta, Toyota RAV 4, ZAR 5000 on Nissan X-trail 4x4, Toyota Fortuner 4x4, Toyota Landcruiser Double Cab 4x4, Nissan Single Cab 4x4, Nissan Double Cab 4x4, Toyota Single Cab 4x4, Toyota Double Cab 4x4. These applicable holding deposit is pre-authorized on the renter's Visa or MasterCard credit card at the time of collection. This is to ensure the vehicle is returned clean, refuelled and to the correct depot at the correct time.

Inclusions of the Super Cover/CER2:

Your super cover/CER2 rate includes:

- ◆ Pick up location South Africa = Two tyres and one rim
- ◆ Pick up location Namibia = Two tyres and one rim
- ◆ Pick up location Botswana = Two tyres and one rim
- ◆ Pick up location South Africa, Namibia, Botswana = One windscreen and one glass
- ◆ Radio fitted inside your vehicle
- ◆ Recovery Costs
- ◆ Accidents Damage (except roll over or as per the below exclusions)

Exclusions of the Super Cover/CER2:

The renter is fully liable for any damage to the THRSA vehicle or third party property if:

- ◆ Any terms of the rental contract is breached;
- ◆ Damages are sustained whilst the renter/driver is in violation of any traffic laws or ordinances;
- ◆ Damage to the vehicle is caused by careless, wilful or reckless driving. This includes:
 - Driving under the influence of alcohol or drugs
 - Driving on restricted or unrecognised roads
 - Driving over speed limits
 - Not adhering to the vehicle height restrictions;
- ◆ Related to water submersion or salt water damage:
 - A vehicle may not drive through water;
- ◆ The vehicle was driven in a country in which written approval was not obtained from THRSA;
- ◆ Damage is incurred due to incorrect use of the hand brake;
- ◆ Damage is to the clutch. The customer is then liable for:
 - The cost of the clutch kit which is R/N\$24,500 / US\$2450 including VAT and installation;
- ◆ Roll-overs are not covered in any liability cover options. A roll over is defined as a vehicle sustaining all types of damage due to it not being on all 4 wheels at any given time (the vehicle being on its side is construed as a roll over);
- ◆ The incorrect fuel is pumped into the fuel tank and/or fuel in the water tank will incur a R/N\$20,000 / US\$2000 cost. THRSA advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused;
- ◆ Undercarriage damages by means of any and all damages including but not limited to the side sills, prop shaft, side shaft, front and rear diff and exhaust system.

6. Claims Handling Fee

A handling fee of R/N\$750.00 / US\$75.00 is charged on all damage/accident claims irrespective of the liability cover option taken.

7. Accidents

Single vehicle accidents are included in the liability cover options, except in the case of roll-overs. In case of damage to the vehicle rented, the following needs to be adhered to:

The incident:

All accidents must be reported to THRSA (THR Call Assist +27 11 230 5137 / +27 84 250 4937), and by law, to the Local Police within 24 hours. An AR (accident report) number from the police must be obtained at the time of reporting the incident. This proves that the accident has been registered. Failing to report accidents may void all liability cover and the renter becomes fully liable for all costs. We advise that you take as many photographs of the accident scene and also obtain the third party details when applicable. These can be recorded on the reverse side of the rental pack envelope supplied to you on collection. We also suggest you take a photograph of the driver's licences of the persons involved and license disk displayed on the windscreen of the 3rd party vehicle. An accident report which is provided in the RENTAL PACK, must also be completed. These documents and records of evidence will be submitted to THRSA in order to process the incident.

The vehicle:

A replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made, if applicable. THRSA reserves the right to withhold a replacement vehicle; this does not entitle the client to any refund/claims against THRSA.

If the renter requires a replacement vehicle to be delivered, charges will be levied if applicable, according to the liability cover exclusions.

If the renter is not able to take a replacement vehicle, no refunds for early termination of the contract will be considered.

Should the renter continue with a replacement vehicle, this vehicle will be noted under the current rental contract and standard cover will be applicable. This includes a new pre-authorisation on the nominated credit card as per the below standard cover excess table. Super waiver cover is not available on a replacement vehicle. (Irrespective of which party is at fault)

CUSTOMER CATEGORY:	VEHICLE CLASSES	Standard Cover Excess	
		Excess	Daily
SOUTH AFRICA / NAMIBIA	BRAV & BCRE	N\$ / R15 000	INCLUDED
	BXTA, BFTA, BLC, BNDC, BTDC, BNSC, BTSC	N\$ / R20 000	INCLUDED
BOTSWANA (in US\$)	BRAV & BCRE	\$1500	INCLUDED
	BXTA, BFTA, BLC, BNDC, BTDC, BNSC, BTSC	\$2000	INCLUDED

Exceptions & Conditions:

The renter is responsible for any damages or accidents that THRSA has not been made aware of on the return of the vehicle. Please note the applicable charges will be charged to the nominated credit card.

THRSA is not responsible for any damage or theft to items of a personal nature. Travel and personal insurance is highly recommended.

Rules in respect of replacement vehicles (whether due to an accident or vehicle damage):

- In the case of clutch or water damage the following is applicable:
 - ◆ The repairs and recovery (towing) costs of the vehicle is the responsibility of the renter. The following recovery / replacement rates will apply:
 - Within South Africa:
 - ZAR/N\$8,00/US\$0.80 per kilometre
 - Outside of South Africa:
 - ZAR/N\$15,00/US\$1.50 per kilometre
- Should a replacement vehicle be required, THRSA will replace the vehicle within 24 hours in South Africa and 48 hours outside the South African borders.
- A new pre-authorisation for the applicable excess amount mentioned in clause 7, will be blocked on the nominated Visa or MasterCard credit card for the replacement vehicle.

8. ENTIRE AGREEMENT / NON-VARIATION

This document contains the entire agreement between the renter and the Company, and neither party shall be bound by any undertakings, representations, warranties, promises, or the like not recorded herein. No variation, alteration, or addition to, or omission from this agreement is valid/binding, unless reduced to writing and signed by the renter and an authorized employee of the company. Any clause which is declared unenforceable or invalid, for any reason whatsoever, by a competent Court, shall be severable from the remaining provisions of the agreement and shall not affect the validity of these provisions.

9. DOMICILUM CITANDI ET EXECUTANDI

The Renter chooses the address stated on the face of the agreement as registered/legal address. The Company chooses its registered address of 17 Sim Rd, Pomona, Kempton Park, Gauteng, South Africa

10. INDULGENCES

No extension, latitude or other indulgence will in any circumstance be taken to be understood as implied consent or an election by the party or will operate as a waiver of otherwise affect any party's rights in terms of this agreement. It shall further not stop or prevent any party from enforcing, strict and punctual compliance with each and every provision or term hereof at any time and without notice.

11. JURISDICTION

This agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.

12. GOVERNING LAW

The company and the renter hereby agree and consent that this rental agreement will be governed and be enforced in terms of the applicable South African laws.

13. CONSENT TO JURISDICTION

The renter and the company both consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 of 1944, notwithstanding the subject matter or cause of action involved, or irrespective whether the claim may exceed the jurisdiction of the Magistrate's court.

14. LEGAL COSTS AND/OR EXPENSES

In the event that the Company incurs expenses in recovering any monies due to it from the Renter or any other person arising from this agreement, the Renter will be liable for any costs and expenses incurred in doing so, on the attorney and own client scale, including but not limited to collection commission and tracing fees and necessary disbursements.

15. JOINT AND SEVERABLE LIABILITY OF AUTHORIZED DRIVERS

In terms of this agreement the renter and /or any authorized driver may be held jointly and severable liability towards the company towards all monies due and owing to it in terms of this agreement.

16. AUTHORIZATION TO CREDIT SEARCH AND CONFIRMATION

The Renter hereby consents and authorizes the Company or its nominated representative to undertake any enquiry the Company deems fit about the Renters credit and or criminal record with any credit bureau, credit agency and/ or other third party to confirm details of the Renter as and when the need arises.

17. FORCE MAJEURE

If the Company is prevented or restricted in any way from carrying out all or any of its obligations under this agreement by reason of force majeure (an event or circumstance beyond the control of the parties, such as, but not limited to, war, strike, riot, pandemic, crime, fire, or an Act of God such as flooding, an earthquake, storm or adverse weather conditions, an act of Government or other authority ("Force Majeure Event") which prevents one or both parties from performing their obligations under this agreement then the Company will be relieved of its obligations in terms of this agreement during such period of force majeure, and the Company will not be liable for any loss, damage, action or claim which may be brought by the Renter or by any other party in consequence of such delay or inability to perform.

18. AIR-COOLING SYSTEM

The air-cooling system supplied in the cabin of the vehicle, is designed to be used in regions where the temperatures do not reach in excess of 28 degrees celsius, the unit may not work as effectively in temperatures exceeding 28 degrees celsius. This is normal and does not constitute grounds to request a replacement vehicle. Whenever the vehicle is stationary, or idling for prolonged periods, the cabin air-cooling system must be switched off to prevent damage.

19. DUST INGRESS

Namibia and Botswana are predominantly arid desert regions and the majority of secondary routes travelled, are on dust or gravel roads. It is not possible to make vehicles dust-proof and therefore refunds or claims for any dust ingress of any nature, will not be considered.

20. PAYMENT

THRSA does not accept CASH, CHEQUE or DEBIT CARDS as payment in any way.

Valid Visa/MasterCard credit cards, EFT or bank transfer payments are accepted for rentals.

Pre-authorisation: THRSA only accepts valid Visa and MasterCard credit cards that are embossed, in order to place the pre-authorisation for liability cover / security deposits and excesses. **(THRSA does not accept Dinners or American Express credit cards)**

The holder of the credit cards needs to be present at vehicle collection in order for the transaction to be processed.

THRSA is not responsible for any currency fluctuations that may occur in any transactions.

FULL PAYMENT must be received 14 days prior to date of collection.

21. EQUIPMENT (If requested)

In all waiver options any equipment requested with the vehicle is not covered. Any loss or damage to the equipment including items such as GPS, compressors, baby seats, Roof top tents, fridges etc. will be charged to your credit card. Should any of your equipment malfunction during the rental period, THRSA is not liable to provide a replacement. Repairs can be made according to clause 23 named Vehicle Repairs

22. ROAD RESTRICTIONS

4x2 SUVs are only allowed to be driven on public bitumen/tar roads or gravel roads **4x4 SUVs and LDVs** are allowed to be driven on public bitumen/tar roads or gravel roads as well as on public recognized 4x4 tracks in Botswana, Namibia, South Africa, Lesotho and eSwatini (Swaziland). THRSA does not allow the vehicles to enter the following countries under any circumstances: Kenya, Angola, Malawi, Tanzania, Zimbabwe, Zambia and Mozambique. It is highly recommended to avoid driving before sunrise and after sunset.

23. CROSS BORDER DOCUMENTATION

A once off cross border fee per vehicle per rental of ZAR/N\$1000 / US\$100 applies for cross border documentation into Botswana, Lesotho, Namibia and eSwatini (Swaziland). The vehicle documentation is for the vehicle cross border requirements ONLY. THRSA are not liable for the arrangement or payment of visas, permits, third party insurances or road taxes applicable to the countries of entry. These are for the renter's account and can be arranged prior to travel or at the borders of the applicable countries. All cross border applications are to be accompanied by a clear copy of the renter's passport & driver's license to be received seven days prior to collection. THRSA cannot be held responsible for any time lost or delays and change in fluctuation to border fee charges.

24. VEHICLE REPAIRS

It is possible that during your rental, small repairs may be required due to the nature of the terrain. Repairs of up to R/N\$1,500/ US\$150 may be affected without prior authorisation from THRSA Call Assist (+27 11 230 5137 / +27 84 250 4937) and such repairs will be reimbursed, on the submission of a claim with original receipts attached. Amounts above R/N\$1,500/US\$150 will require verbal/telephonic approval from THRSA Call Assist. (The numbers are provided in your rental pack envelope). Should approval not be obtained the claim may be disputed.

Should a call-out fee be charged by a supplier to replace a tyre, approval must be obtained from THRSA Call Assist. Should permission be granted by THRSA Call Assist for an overnight stay in a lodge, due to repairs, a maximum allowance of R/N\$1500/US\$150 per night per vehicle is granted for a maximum of one night in South Africa, and two nights outside of South Africa. – (Botswana, Mozambique, Namibia, Zambia and Zimbabwe)

The original receipts must be submitted to your return branch when claiming against your super cover/CER2, where a once off admin fee of ZAR/N\$750 / US\$75 will be levied for this claim.

Should a replacement vehicle be required due to a mechanical fault not due to negligence, THRSA will replace the vehicle within 24 hours in South Africa and 48hrs outside of South Africa, at no extra cost to the renter.

25. KEYS

THRSA Call Assist must be informed of keys lost or locked inside a vehicle. The replacement or recovery of keys is for the renter's account. THRSA cannot be held liable for any time/days lost and/or accommodation or any other costs incurred, due to the replacement or recovery of keys. **(It is the renter's responsibility to safe guard the vehicle while the keys are being replaced)**

26. TYRES:

The renter is responsible for the repairing of flat or punctured tyres. The driver should not exceed the road traffic ordinance speed limits of 120km/h on tarred roads, and 80km/h on gravel/sealed or corrugated roads. For your safety, THRSA recommends a **maximum** speed of 120km/h

on tarred roads where applicable, and 60km/h on gravel/sealed or corrugated roads, and 40km/h in National Parks (do not exceed the recommended speed limits on your route where applicable signs are shown). Tyres get hot and pressures increase at higher speeds. Tyres are then susceptible to damage especially on uneven surfaces. When replacing a tyre, please ensure that it is a new tyre of the same brand, size and that it has a ply rating of 4mm or more. Reconditioned, second hand or re-treaded tyres are NOT acceptable. The renter is required to check the tyre pressure when the tyres are cold (i.e. not after travelling for more than 10km), at regular intervals. All tyres should be checked, including spares. The company's minimum tread requirement is 4mm which is within the South African Road Ordinance limits of 3mm.

27. TRACKING

All THRSA vehicles are fitted with tracking devices. Tracking is monitored in all Southern Africa destinations as allowed by THRSA. THRSA reserves the right to repossess the rental vehicle at any time if it is found illegally parked, being used to violate the law or appears to be abandoned and/or continuously exceeds the **maximum** speed limit of 120km per hour. If the renter is in breach of any terms or conditions of the rental agreement.

Please note - The tracking devices fitted into our vehicles are not used for emergency or safety purposes.

28. INFRINGEMENTS

The renter is liable for all fines and penalties in relation to the driver's use of the vehicle or the vehicle itself incurred during the rental period plus an administration fee of ZAR/N\$300 for each infringement or penalty notice that has been redirected by THRSA to the renter.

30. FEES – MANDATORY CONTRACT; EQUIPMENT; EXTRAS; ONE-WAY & DELIVERY/COLLECTION:

Mandatory fees are applicable to all rental contracts or as applicable. Extra equipment is to be booked at time of reservation or can be requested on collection if required and subject to availability. These requests incur a rental cost. Details as below:

MANDATORY ITEMS	CHARGE
Contract Fee	Included in rate
SA Road Tax (charged on all departures or returns in/from Johannesburg, Durban and Cape Town)	Included in rate
All claims admin fee (payable on claim submission)	R/N\$750 / US\$75
Traffic fine admin fee (Payable if a fine is levied)	R/N\$300
Carbon Emissions Tax (Namibia)	Included in rate
OPTIONAL ITEMS	CHARGE
Change of destination fee	R/N\$ 1000 *after commencement of rental plus the applicable one way fee
Baby / Child Seat	R/N\$500 / US\$50 per rental
Border Documentation	Included in rate
Additional Driver	R/N\$250 / US\$25 per driver from 3 rd driver onwards
GPS	R/N\$1000 / US\$100 per rental
Compressor	R/N\$1000 / US\$100 per rental
Fridges (where applicable)	R/N\$2000 / US\$200 per rental
Roof Top Tent (where applicable)	R/N\$2000 / US\$200 per rental, per tent
Hi-Lift Jack (where applicable)	R/N\$1000 / US\$100 per rental

31. SUBSTITUTIONS:

If, for reasons beyond our control, the reserved vehicle is not available, THRSA reserves the right to substitute a comparable or superior vehicle at no extra cost to the renter. This shall not constitute a breach of contract and does not entitle the renter to any form of refund or claim against THRSA.

32. TAXES & CURRENCY FLUCTUATIONS:

All charges include 15% VAT in South Africa, 12% in Botswana and 15% VAT in Namibia. All rates are quoted in ZAR / N\$ & US\$. THRSA is not responsible for any currency fluctuations that may occur in any transaction.

Terms and conditions are subject to change in accordance with changes in government taxes.

33. GENERAL

Any claims or legal action in connection with the provision of our services to the client will be governed by the laws of South Africa/Namibia or Botswana. Any claim or legal action against the suppliers is likely to be subject to the terms and conditions of our contract with them.

- Towing is not permitted under any circumstances,
- Locations within South Africa are charged at South African daily rates in ZAR.
- Locations outside South Africa (except Botswana) are charged at South Africa daily rates in N\$.
- Locations in Botswana are charged in US\$ daily rates.
- The information provided is subject to change without notice.

34. ALL RIGHTS RESERVED

Rates and terms and conditions of rental are subject to change.