



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
Fax: +27 (0) 11 230 5166

Cape Town

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

Tel: +27 (0) 21 385 0403
Fax: +27 (0) 86 579 1764

Namibia

Hosea Kutako
International Airport
Windhoek
Namibia

Tel: +264 (0) 62 540 660
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TERMS & CONDITIONS OF RENTAL VIA TOUR OPERATOR

SUV & LDVs

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

01 FEBRUARY 2020 - 31 OCTOBER 2020 (Issue date 05/12/2019) V1.3

Rates include:

- Airport Transfers (Within 25kms from primary depots)
- After hours drop off at the following primary depots -Johannesburg, Cape Town and Windhoek (At Thrifty airport counter)
- 2 x Drivers (third, fourth and fifth driver charged separately)
- Closed canopy on single/double cabs only
- Unlimited kilometers
- Super cover/CER2 with zero excess
- Contract fee
- Cross border letter
- SA roadtax
- No cancellation fees
- Emergency assistance (Mon – Sun: 07h00 –19h00)
- 15% VAT (Value Added Tax) in South Africa, 12% in Botswana and 15% in Namibia
- Credit Card Fees
- CO2 Omissions and Airport Surcharges
- Any Tourism Levies

Minimum Rental Duration and Costings

Minimum rental period: 3 days at primary depots only, collections and/or returns. Vehicle rentals are calculated on a per calendar day basis, i.e. day of collection or return 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.

Pick up and return locations

South Africa: Johannesburg, Cape Town, Namibia: Windhoek

Botswana: Maun,

Minimum rental of 3 days

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).

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.

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 refueling 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. Any vehicles returned later than the agreed return date, or outside of normal office hours (without prior arrangement), will be charged at a full day's rental per calendar day.

When after hour returns are requested Thrifty airport kiosks will be utilized.

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.

Licence

A valid B/EB or code 08 national or an international driver's license in the English language, plus national license for vehicles less than 3500kg, is required.

Minimum Age

The minimum age permitted to rent is 23 years.

Liability Cover

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

Super Cover/CER2:

Supercover/CER2 is included in the daily rate as per your quotation/rental agreement. This cover has a holding deposit of ZAR3000 on Hyundai Creta, Toyota RAV4, 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, refueled and to the correct depot at the correct time.

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, willful or reckless driving. This includes:
 - Driving under the influence of alcohol or drugs
 - Driving on restricted or unrecognized 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 handbrake;
- ◆ Damage is to the clutch. (An allowance of up to three days after collection is given, in which time a faulty clutch can be reported. Thereafter, it is deemed as the renter's responsibility) The customer is then liable for:
 - The cost of the clutch kit which is R/N\$24,500 / US\$1885 including VAT and installation;
- ◆ Roll-overs are not covered. 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 incorrect fuel is pumped into the fuel tank and/or fuel in the water tank will incur a R/N\$20,000 / US\$1538 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.

Claims Handling Fee

A handling fee of R/N\$500.00 / US\$38.00 is charged on all damage/accident claims irrespective of the liability cover option taken.

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 licenses 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 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 a new R/N\$3,000 / US\$231 pre-authorisation on the nominated credit card.

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\$6,00/US\$0.80 per kilometer
- Outside of South Africa: ZAR/N\$12,00/US\$1.50 per kilometer

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-authorization for the Super Cover/CER2 deposit, will be blocked on the nominated Visa or Master Card credit card for the replacement vehicle.

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.

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

JURISDICTION

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

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.

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.

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.

JOINT AND SEVERABLE LIABILITY OF AUTHORISED 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.

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.

AIR-CONDITIONING

The air-conditioning supplied in the cabin of the vehicle, is designed to be used in South African weather conditions. In regions where the temperatures reach in excess of 30 degrees Celsius, or the humidity is higher than 60%, the unit may not work as effectively. This is normal and does not constitute grounds to request a replacement vehicle. Whenever the vehicle is stationery, or idling for prolonged periods, the cabin air-conditioner must be switched off to prevent damage.

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.

PAYMENT

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

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

Pre-authorization: THRSA only accepts valid Visa and MasterCard credit cards that are embossed, in order to place the pre- authorization for liability cover / security deposits and excesses.

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.

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, babyseats, Rooftop 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 22 named VehicleRepairs.

ROAD RESTRICTIONS

4x2 SUVs are only allowed to be driven on public bitumen/tar roads or gravel roads 4x4SUVs 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, Mozambique (Up to Vilanculous), Namibia, South Africa, Zambia (up to Livingstone) and Zimbabwe (up to Harare). THRSA does not allow the vehicles to enter the following countries under any circumstances: Kenya, Angola, Malawi or Tanzania. Any locations North of the permitted locations are not allowed. It is highly recommended to avoid driving before sunrise and aftersunset

CROSS BORDER DOCUMENTATION

Cross border documentation into Botswana, Lesotho, Mozambique, Namibia, Zambia, Zimbabwe and eSwatini (Swaziland) is supplied on request. 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.

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\$1,000/ US\$77 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\$1,000/US\$77 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\$950/US\$73 per night per vehicle is granted for a maximum of one night in South Africa, and two nights outside of South Africa.

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.

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.

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.

TRACKING

All THRSA vehicles are fitted with SABS approved 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.

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\$250 for each infringement or penalty notice that has been redirected by THRSA to the renter.

CANCELLATION/NO-SHOWPENALTIES

Fees in Percentage of total rental amount. Cancellation fees are levied on all reservations made up to 7 days before Collection.

*All no shows on reservations made within 3 days of collection, will not be penalized. Late collections and/or early returns do not qualify for rental refunds.

| | |
|-----------------------------|-------|
| 25 daysbeforecollection: | 0% |
| 24 - 7 daysbeforecollection | : 0% |
| 7 days to dayofcollection | : 25% |

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 | R/N\$0.00 / US\$0.00 per rental |
| SA Road Tax (charged on all departures or returns in/from Johannesburg, Durban and Cape Town) | R/N\$0.00 / US\$0.00 per rental |
| After Hours Surcharge (for all departures/returns after hours) | R/N\$500.00 / US\$38.00 per collection / return |
| All claims admin fee (payable on claim submission) | R/N\$500.00 / US\$38.00 |
| Traffic fine admin fee (Payable if a fine is levied) | R/N\$250.00 / US\$19.00 |
| Transfers between 25km and 70km of our depot | R/N\$400.00 / US\$31.00 |
| OPTIONAL ITEMS | CHARGE |
| Baby / Child Seat | R/N\$250.00 / US\$19.00 per rental |
| Border Documentation | Included on request |
| Additional Driver | R/N\$200.00 / US\$15.00 per driver from 3rd driver onwards |
| GPS | R/N\$50.00 / US\$3.84 p.d. max R/N\$750.00 / US\$57.00 for 15 days + |
| Compressor | R/N\$500.00 / US\$38.00 per rental |

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.

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.

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. 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 Namibian daily rates in N\$.

Locations in Botswana are charged in US\$ daily rates.

The information provided is subject to change without notice.

ALL RIGHTS RESERVED

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