

### **CAR RENTAL AGREEMENT BETWEEN**

## FIALOGIC CAR HIRE CC

And	

### **CAR RENTAL CONTRACT**

- 1. All authorized drivers and renters must be in possession of a valid un-endorsed driver's license and passport/ ID and be a minimum of 23 years of age.
- 2. Any complaints regarding the services rendered by Fialogic Car Hire must be lodged with Fialogic Car Hire CC before the client leaves the country.
- 3. Any complaints received after the client's departure from the country will be treated as irrelevant and unfair.
- 4. Vehicles rented from Fialogic Car Hire must only be driven on National Designated Roads. Failure to comply will result in voiding / cancellation on any/ all insure cover.
- 5. We reserve the right to substitute should the booked vehicle not be available.
- 6. Fialogic Car Hire is not reliable for death, injuries, and rental conditions of personal damages and/loss.
- 7. All rentals are made subject to the terms and conditions of Rental Agreement.
- 8. Tire pressure and surfaces must be checked at regular intervals and be inflated according to the prescription on the vehicle statistics sheet.
- 9. Any tire loss, repairs, or damages during rental period, will be for renter's account. Be aware that over or under inflation results in extreme damage or loss of tire.
- 10. Fialogic Car Hire do not accept tubes, patches, or secondhand tires in the event of damage or loss. Only the same type and brand will be deemed as an acceptable replacement of damages n or lost tires.
- 11. Loss or damage to any glass on the vehicle is covered by insurance and client will carry full responsibility for repairs or replacement.
- 12. The renters must refrain from driving in a sandstorm as the increased speed by moving the vehicle enhance damage caused to the glass by airborne sand particles.
- 13. The client will be responsible for cooling water and engine oil during the rental period.
- 14. The final cleaning of the vehicle will be performed by Fialogic Car Hire, Inspection for damage can be done after the cleaning process and therefore the Excess will only be void once the vehicle has been cleaned.
- 15. Pickups or drop off vehicles outside, any other place outside khomas region area, must be arranged for at time of confirmation of the rental.
- 16. With any drop, off or pick up at any other destination than khomas area, will be at an extra charge.
- 17. Fialogic Car Hire office hours are Monday to Friday: 08h00 to 13h00 and 14h00 to 17h00.

- 18. Vehicle exchanges due to Mechanical failure will only commence once a regional service supplier declares the vehicle not repairable within 9 hours from time of reporting the breakdown.
- 19. Cost damages inflicted to vehicles through negligence by the renter; will be deductible from renter's excess.
- 20. All costs resulting from vehicle exchange due to damages caused by negligence will be deducted from client's access.
- 21. Extensions on the rental must be arranged for 48 hours before termination of the contract under condition that payments must be arranged for on the day of extension of the rental period.
- 22. An accident report must be reported to the nearest police station within 24 hours from the occurrence of the damage/ accident for insurance purposes kin failing to do so, the renter will be held fully responsible for any damages or losses.
- 23. All details of the third parties or eyewitnesses must be recorded and reported to Fialogic Car Hire.
- 24. In the event of any difficulties during the client's tour, the clients have access to an all-hour's telephone number dealing with requests for assistance that might arise. The telephone number to be used for the purpose is +264 811 270 067.
- 25. Our vehicles are allowed outside the borders of Namibia to South Africa, Zimbabwe, and Botswana. Prior arrangement MUST be made with Fialogic Car Hire.
- 26. We must supply you with a Letter of authorization to take the vehicle outside of Namibia to within the borders of Namibia.
- 27. In the case of an accident where the vehicle is stated in the contract, or the vehicle substituted for the vehicle in the contract is involved, the renter shall be liable for recovery cost of the vehicle from scene of accident to the office of Fialogic Car Hire and be liable for the full payment of the rental period as initially agreed in this contract.
- 28. All vehicles are hired subject to the standard rental agreement terms and conditions.
- 29. Fialogic Car Hire is not reliable for death, injuries and excludes personal damages and /or loss whatsoever.
- 30. Rates and conditions are subject to change without prior notice.
- 31. The rental is payable in full on commencement of the rental or on delivery of the vehicle.
- 32. Only Namibian law apply.

- 1. Our rates include oil, Maintenance, general sales zero rated % vat, insurance, unlimited kilometers but excludes fuel, windscreen damage, tires and rims, headlights.
- 2. The motor vehicle is insured and covered up to 90% of the total damage. However, in the event of an insurance claim arising, the renter will hold liable for an access amount which will be provided by the render to the lessor.
- 3. Customer checks the vehicle together with a representative of Fialogic Car Hire, and then signs a form which indicates the current condition of the vehicle.
- 4. Upon return, the vehicle is first cleaned and then checked for any damages.
- 5. If camping gear is rented.
- 6. The lessor reserves the right to substitute booked vehicle with similar one if it is not available.
- 7. In the case of an accident, the lessee will be responsible for tow-in costs and related costs of the vehicle and recovery of the vehicle.
- 8. We accept payments in cash or by means of electronic transfers.

# NOTE THAT THE INSURANCE DOES NOT COVER ANY DAMAGES CAUSED BY NEGLIGENCE E.G.

- 1. Gross or Criminal negligence.
- 2. Speeding on gravel and tarmac roads.
- 3. Overturning a vehicle where no other vehicle is involved.
- 4. Unauthorized drivers.
- 5. Failing to obtain authorization to extend the rental.
- 6. Not reporting the accident and loose to the Namibian police.
- 7. Not reporting the accident and loose to Fialogic Car Dealership Immediately.
- 8. Not adhering to Traffic, road and driving rules and regulations.
- 9. Driving under the influence of alcohol or any illegal substance.
- 10. Unsuitable or reckless driving.
- 11. Road conditions not suitable for type of vehicle being used.
- 12. Driving at night (also at dawn and dusk) because there is a real danger of stray animals crossing the road.
- 13. Driving over 80 Km/h on the gravel road because they are very slippery.
- 14. Unauthorized cross border rentals.
- 15. Not being able to produce keys in case of theft.

### RENTAL RATES AND PERIOD AND OTHER CHARGES.

- 1. Rates are quoted in Namibian Dollar and includes:
- 2. Rates inclusive of taxes.
- 3. Rental Includes unlimited kilometer.
- 4. Rates do not include transfer from and to Windhoek.
- 5. Rates are calculated per day, being one 24 hours a cycle.
- 6. Minimum rental is three days.

#### THE RENTAL RATES EXCLUDE:

- 1. Excess deposit and non-waver able access.
- 2. Rates excludes trailers, camping equipment's, additional changes as well as access deposits.
- 3. Additional and young driver surcharge.
- 4. Personal properties.
- 5. Collection fees, including to and from Windhoek.
- 6. Non-Standard accessories and equipment.
- 7. Breakdown, road-side assistance, and recovery charges, except for mechanical failure.
- 8. Damage/ Loss excludes the theft.
- 9. Extra Spare type change.
- 10. Cross border permits.

### TO ENSURE YOUR SAFETY AND OF THE CAR PLEASE FOLLOW BASIC RULES:

- 1. Namibian Roads are for viewing not speeding!
- 2. 4x4 does not mean you can go anywhere, 4x4 means you need to know how to use it
- 3. The experience you might have gained through driving in Europe does not very seldom apply to the Namibian Roads.

- 1. Drive on the left side.
- 2. Stay inside the speed limit with is 120km/h on tarred roads, 80km/h on gravel roads and 60 km/h in towns and cities. Client signature: \_\_\_\_\_\_
- 3. Always keep your headlights on (so you can be seen, due to dust)
- 4. Carry plenty of drinking water. (5 liters per person)
- 5. Keep your fuel tank topped up whenever you can. Some rural services stations may have run out of fuel.
- 6. As distances are long, take as many breaks as you can. However, take care at roadside picnic stops.
- 7. robberies have occurred.
- 8. Carry a first aid kit.
- 9. Lock the canopy doors at all the time to avoid people stealing from car.
- 10. Door must not be bagged.
- 11. Keep expensive equipment's, i.e., cameras etc. out of sight. Never leave such things just lying on the seat.
- 12. Do not use instruments in the car you are not familiar with. Wrong usage of 4x4 system will cause serious damage.
- 13. Back door to be pushed gentle and listen to the clicks up to see if it closed not to be hard on it.
- 14. Follow the route agreed with Fialogic Car Hire.
- 15. Car window should be closed when on the gravel d road and vent setting on "internal circulation" dust destroy electronics.

I	do accept rental conditions
stated in this document. Passport/ Id Number	
I do agree to rent a car	
Vehicle Type:	
From//2024 Time:/	
To:/ 2024 Time:/	
1 <sup>st</sup> Driver Signature:	2 <sup>nd</sup> Driver Signature:
Signed at:	Signed at:
Date:	Date: