



CROSSROADS CAR HIRE

PO Box 1787
Eliaser Tuhadeleni Str.
Swakopmund
Namibia

Tel: +264 (0)64 403 777
Cell: +264 (0)81 127 2560
Mail: bookings@cr4x4.com
www.crossroads4x4hire.com

TERMS AND CONDITIONS:

1. Utilization and care of the vehicle and/or camping equipment:

- 1.1. You confirm that you have inspected the vehicle and/or camping equipment prior to taking delivery thereof, have notified us of any visible defects and/or damage, have ensured that the same are recorded in writing and confirm that, the vehicle and/or camping equipment has been delivered to you in a good, working and satisfactory condition.
- 1.2. You undertake to return the vehicle and/or camping equipment in the same condition as received and accept that you will, should you fail to do so, be held liable for any expenses required to bring the vehicle and/or camping equipment to the condition in which it was prior to delivery thereof to you.
- 1.3. The vehicle:
 - 1.3.1. may not be used to tow any object, to transport any goods or passengers against remuneration of any kind or to partake in any motorsport;
 - 1.3.2. may not be driven through fresh or saltwater, in or along riverbeds, off road, in twilight, after sunset or before sunrise, during sandstorms or in locations where it is not designed or intended to be driven;
 - 1.3.3. is prohibited on any unauthorized routes amongst others The Van Zyl's Pass, the Kaudom National Park, Kaokoland, all concession areas, dune driving, Sandwich Harbour, along Kunene, from Epupa Falls east on 3700 to 3701 and other routes as indicated by us from time to time and are regarded as **OWN RISK AREAS**;
 - 1.3.4. shall be used in compliance with its owner's manual and/or our instructions and legislation applicable to the use of motor vehicles in Namibia;
 - 1.3.5. may not be driven, parked and/or stored in a manner or place prejudicial to its safety and good condition.
 - 1.3.6. May not necessarily be full of fuel at time of pick up and the fuel level will be indicated on the checklist and agreed to;
 - 1.3.7. Shall be returned with the same amount of fuel as at the time of pick up as indicated on the checklist, all expenses incurred to have the vehicle refuelled to the agreed level will be charged accordingly;
 - 1.3.8. **may not be driven with damaged or underinflated tyres and tyres may not be repaired by means of a tyre plug;**
- 1.4. You confirm knowing the vehicle is fitted with a tracking system.
- 1.5. At each refuelling you shall verify that all lubricants and cooling fluids are at the required level and if not cause the same to be replenished at your expense. The tyres shall be inspected regularly, and you shall ensure that the same are being kept inflated at the correct pressure.
- 1.6. Refunds of new tyres purchased may not be claimed unless prior authorization has been given by Crossroads Car Hire CC, and such purchase must be accommodated with a VAT invoice, in the name of Crossroads Car Hire CC
- 1.7. We do not permit smoking in our vehicles or tents. A valet fee of up to N\$1,500.00 will be payable to get the smell out.
- 1.8. You will be liable for all traffic fines, levies and charges relating to the use of the vehicle.
- 1.9. The following acts relating to the vehicle and/or camping equipment are prohibited and will amount to negligence if committed. Any damages resulting from said acts are not covered by our insurance and you will be liable for payment of the full amount:
 - 1.9.1. Causing water damage of any kind to any part of the vehicle and/or camping equipment;
 - 1.9.2. Unauthorized driver driving the vehicle;
 - 1.9.3. **Not immediately reporting an accident, damage or loss to the nearest Police Station and Crossroads Car Hire CC within 24 hours;**
 - 1.9.4. Driving under the influence of alcohol or any other illegal substance;
 - 1.9.5. Reckless driving or driving on roads or areas unsuitable for the vehicle including sand dunes;
 - 1.9.6. Driving on an unauthorized route or unproclaimed road;
 - 1.9.7. Driving the vehicle outside the borders of Namibia without our prior consent and a Cross Border Authorization in writing issued by Crossroads Car Hire CC;
 - 1.9.8. Any damage to the vehicle ascribable to your negligence, reckless behaviour, misuse and/abuse of the vehicle;
 - 1.9.9. **Exceeding the official speed limits being 120km/h on tarred and 80km/h on gravel roads (you will be issued with a fine of up to N\$ 1,500.00 (per incident) that will be payable for speeding with our vehicle);**
 - 1.9.10. Not maintaining a safe following distance.
 - 1.9.11. Stopping on any thorough fare, road surface;
 - 1.9.12. Backing up into any obstacle or other vehicle;
 - 1.9.13. **Driving the vehicle before sunrise or after sunset in/between rural areas;**
 - 1.9.14. Disobeying any Act or Regulation applicable to the use of motor vehicles in Namibia;
 - 1.9.15. Driving the vehicle in locations for which it is not designed or intended to be driven.
 - 1.9.16. **All damage to the under carriage, clutch and other mechanical or electrical parts due to excessive use, or driving in deep water, getting the vehicle stuck in mud/sand or attempting extreme rough roads will be paid for by the hirer.**
 - 1.9.17. In the event of clutch damage, the following steps will apply:
 - 1.9.17.1. The basic fee of N\$15,000.00 will be deducted from the Credit Card before any replacement vehicle is sent (N\$25,000.00 when outside Namibia)
 - 1.9.17.1.1. The replacement vehicle will not be handed over to the renter if all the documents are not signed.
 - 1.9.17.1.2. The fees mentioned above will not be the final calculation as this can only be determined once the vehicle has been recovered and all costs have been finalized
 - 1.9.18. **Tyre sidewall cracks due to under inflation is strictly not covered by any excess reduction. Damaged tyres with evidence of cracked sidewalls will be charged to the renter for a new tyre as specified by Crossroads Car Hire.**

2. The period of hire, extensions, cancellations and return of vehicle:

- 2.1. You confirm that the vehicle will in all cases remain your responsibility up to the point where it is handed over to us or to a service provider appointed by us. You are obliged to inform us in writing of any deviation from the original travelling route as stipulated in the rental agreement.
- 2.2. An extension of your rental can be arranged if we are notified 48 hours in advance.
- 2.3. A 25% Non-Refundable deposit is due on confirmation of booking.



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- 2.4. Cancellations notified 30 days in advance will be levied with a cancellation fee of 25%. Cancellations done less than 30 days and greater than 15 days before the confirmed pick-up date will be levied with a cancellation fee of 50%. Cancellations done less than 15 days and greater than 7 days in advance will be levied with a cancellation fee of 75%.
- 2.5. No refunds will be made for cancellations done less than 7 days, during the rental period as well as early terminations.
- 2.6. Refunds will be provided by means of a voucher for use within 12 months from start of the initial rental date. No cash / VISA / EFT refunds will be made.
- 2.7. **Should you not return the vehicle as agreed upon and without any confirmed extension a further day's rental will be charged as well as a penalty of N\$1,500.00.**

3. Insurance:

3.1. Vehicles are insured against accidents and theft subject to the following conditions:

- 3.1.1. **Theft:** An excess amount equal to the liability waiver chosen will be payable should a vehicle be stolen. Should you wish to take the vehicle outside Namibia an excess payment equal to the liability waiver is applicable. You will be responsible to hand over the ignition keys of the stolen vehicle and immediately report the incident to us as well as to the nearest Police Station within 24 hours. Should you fail to do so you will be held responsible for the full replacement value of the vehicle.
- 3.1.2. The vehicle or its components and camping equipment is not insured against theft in Zambia and Angola and you will be held responsible for the full replacement amount of the vehicle and camping equipment in such an event.
- 3.1.3. **Accidents and damage:** You will be responsible for the excess payment if a vehicle is damaged in an accident to a maximum amount equal to the liability waiver chosen. Should damage to the vehicle be less than the liability waiver chosen, the Hirer will be responsible for the lesser amount. Should you wish to take the vehicle out of Namibia an excess payment equal to the liability waiver chosen will be payable.
- 3.1.4. **Reporting of Incidents: All incidents irrespective of seriousness shall be reported to Crossroads Car Hire CC immediately. Failure to notify such damage will render any excess waiver options invalid and will default to standard excess liability.**
- 3.1.5. **Single Vehicle Accidents:** Losing control over the vehicle and/or overturning the same, bumping into objects and accidents generally which do not involve another vehicle are single vehicle accidents and you will be held liable for all damages suffered by us following from such to a maximum of N\$165 000-00 as well as recovery costs relating thereto. If ZERO excess insurance waiver is purchased, then no charge for same will be applicable.
- 3.1.6. Drivers authorized in terms of this agreement and under the age of 23 years will be liable for an excess liability of N\$35,000.
- 3.1.7. The vehicle will remain the responsibility of the Hirer up to the point where it is handed over to a service provider appointed by Crossroads Car Hire CC. This is also being applicable when the vehicle is being returned.
- 3.1.8. Our insurance policy does not cover windscreen and headlamp breakage, damage due to sandblasting, fuel expenses, damage to tyres, rims, water damage, under-carriage damage, loss of personal property and loss (through whatever cause) or damage to camping equipment. If tyre and windscreen insurance waiver is purchased no charge for same will be applicable.

4. Breakdowns, technical malfunctions and damages:

- 4.1. **Should the vehicle be involved in an accident or incident, or should it suffer a break down or technical malfunction, you should contact us immediately in order to arrange for repair of the vehicle by a service provider appointed by us.**
- 4.2. All vehicles are backed up by a 24-hour breakdown and assistance service within Namibia (excluding the Own risk areas mentioned above). In case of a mechanical breakdown Crossroads Car Hire will assist you within a maximum time of 24 hours directly or through a local workshop.
- 4.3. Back up in the OWN RISK AREAS, Botswana, Zambia, Zimbabwe, Malawi and any other SADC Countries, can be provided through third parties only, and may be limited. The renter is liable for all costs resulting from damages, tow-ins and breakdowns.
- 4.4. In case of a mechanical or technical breakdown of any sort/damage in the above listed Own Risk Areas the amount of N\$ 165 000-00 will be payable by the renter before any replacement vehicle/assistance can be provided.
- 4.5. Any insurance cover will be nonvoid (including any Tyre and Windscreen Insurance) in the Own Risk Areas. Any damage/recovery will be completely on the renters account.
- 4.6. You should also immediately, in case of an accident involving damage to any object and/or injuries or loss of lives, report said incident to the nearest Police Office and obtain a CR number for future reference.
- 4.7. Should you fail to do so, and our Insurance Company refuses to honour a claim you will be held liable for our damages.
- 4.8. **No refunds will be given to you if an unauthorized service provider attempted to or worked on the vehicle or if we were not informed immediately or given the first opportunity to remedy or repair the defect.**
- 4.9. You will be held liable for towing costs, storage costs, cost of repair of any part of the vehicle and/or replacement of the vehicle (should it be destroyed and written off by an assessor appointed by our Insurance Company) resulting from your negligence, reckless behaviour, misuse and/or abuse of the vehicle.
- 4.10. **Should we decide to provide you with an exchange vehicle (which could be of any type in our discretion) for whatever reason you will have to sign a new Rental Agreement with a new rental amount for the remaining period, and a new excess, which is not reducible.**
- 4.11. **You undertake to replace camping equipment that are damaged, destroyed or lost (through whatever cause).**

5. General Terms:

- 5.1. You will not hold us responsible for any death or bodily injury to you and/or any third party during the period of the rental agreement and herewith indemnify us against any claims in this regard.
- 5.2. You will also not hold us liable should the late return of the vehicle (whether due to a mechanical breakdown, malfunction of the vehicle, the post rental inspection of the vehicle or through whatever cause) cause damages to you of whatever kind.
- 5.3. Our rates include maintenance, VAT, insurance of the vehicle (excluding the excess payment), unlimited kilometres but excludes delivery and drop-off fees, fuel, windscreen and tyre related damage.
- 5.4. Should you select tyre and windscreen insurance damage to said items will be covered.
- 5.5. You as well as each driver authorized in terms of this agreement must provide us with a valid and unendorsed driver's license in English. If not available in English an International driver's license should be provided.



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- 5.6. The vehicle may only be driven by the driver(s) authorized in terms of this agreement. If you are not the driver you guarantee that the approved driver(s) is /are in possession of a lawful driver's license authorizing him/her/them to drive the vehicle. In such a case you also herewith assume liability jointly and severally together with such driver(s) for any damages for which such driver(s) might be liable in terms of this agreement.
- 5.7. We reserve the right to provide you with a substitute vehicle should the booked vehicle not be available.
- 5.8. We will inspect the vehicle upon return thereof only if it is returned in a clean condition. If the vehicle is returned in an dirty condition, a valet fee of up to N\$1,500.00 will be payable.**
- 5.9. You will make payment to us in advance by means of your credit card and you authorize us to make an appropriate pre-loaded transaction against your credit card (at your expense) to serve as security for any damages that might be suffered by us resulting from your use of the vehicle. Should it transpire that you (and not our Insurance Company) in the circumstances set out above are liable for damages suffered by us you authorize us to recover said damages from your credit card.
- 5.10. It is agreed upon between the parties that no modification, variation or agreed upon cancellation of this agreement will be valid and enforceable unless put in writing and signed by all parties hereto.
- 5.11. Should we be necessitated to institute legal action, you consent to the jurisdiction of the Magistrates Court as well as to an order for costs on an attorney and client scale.

The Hirer has read, understands and accepts the Terms and Conditions of this agreement.

Signed at on the Day of 2023.

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Crossroads Car Hire CC

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Hirer