



Bushlore

Self-drive Safaris **AFRICA**

Bushlore CC.

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TERMS AND CONDITIONS 2020

STANDARD RENTAL RATES INCLUDE :

1. Unlimited kilometers
2. Standard insurance cover
3. Full gas bottles where applicable
4. Roadside assistance
5. Airport transfers before and after the rental
6. Travel pack including maps, books and relevant information
7. All applicable taxes
8. Introduction to the vehicle and equipment
9. Complete self-contained camper where "camp" option is selected

OPTIONAL ADDITIONAL SERVICES :

1. Shopping service prior to arrival
2. Route planning and booking assistance
3. Additional insurance options (see below or rate chart)

WHAT THE HIRER WILL REQUIRE TO RENT THE VEHICLE :

1. Bookings must be made in advance and are subject to availability, a booking is only secured after the deposit is received and booking form completed. We reserve the right to decline a booking where there may be excessive kilometers or risk put on the vehicle.
2. The hirer is required to have a valid passport or identification, a valid driver's license and a credit card (in the same name) which should be provided for the insurance excess or deposit.
3. Copies of these documents must be provided if collecting in remote locations or areas outside of our standard locations.
4. The full rental is due on the day of collection (start of the rental). Should rental payment not be made or proof of payment be available we reserve the right to delay the rental until payment is made in full.
5. The hirer should disclose the general route or inform us of any special areas or borders that may need to be crossed as this can influence vehicle preparation.
6. You must have a valid credit card in your name which will be used for the deposit. The insurance excess will be debited / authorized for the deposit when collecting the vehicle and the deposit will be refunded / released less any damages or loss within 10 days of your return.

CHECKING THROUGH THE VEHICLE ON YOUR ARRIVAL:

1. On arrival the vehicle would have been checked by Bushlore and an inventory and various check sheets are completed. It is still advisable and to a point the responsibility of the hirer to check through the vehicle and ensure they are comfortable with the operation of the vehicle and that all necessary equipment is provided. The handover is only complete when you are comfortable with the vehicle and use of the equipment. Tyre conditions, wheel changing tools, high lift jack operation, dual battery system operation, four wheel drive system operation, camp equipment and general maintenance guidelines must be checked for each and every rental.
2. Please check all damages on the vehicles and that it is captured correctly on the diagrams with the Bushlore representative when collecting and dropping off your vehicle. You will be required to sign these documents which will be acknowledging their accuracy in determining if damages were pre-existing or new.

MINIMUM RENTAL DURATION AND COSTINGS :

1. Minimum rental period is 3 days in South Africa and 7 days outside of South Africa at any of the collection points listed below. Minimum rental period for cross border travel from South Africa is 7 days. We reserve the right to change minimum rental periods in the case of high kilometer rentals but this will be confirmed prior to booking.
2. Each day is a 24 hour period.
3. Where camp equipment is included the day of pick up and drop off are counted as full days irrespective of the time collected or returned.
4. On vehicles without camp equipment days are calculated on a 24-hour period from the collection time.
5. No refunds are applicable for early returns unless arranged in advance and agreed in writing by Bushlore.

BOOKING DEPOSITS AND PAYMENT TERMS

1. A 20% booking deposit is required to confirm a rental, the balance of the full rental is payable prior to or at vehicle collection/handover.
2. Approved suppliers or agents can book on written confirmation and pay the total invoice prior to or at handover. Approval for these booking terms must be granted in writing by Bushlore.

OFFICE HOURS :

1. 08H00 TO 17H00 Monday to Friday, Saturday from 08h30 TO 13H00
2. Deliveries and collections are included from Monday to Saturday during normal office hours, after hours, on Sundays or public holidays there will be a delivery fee of R400.00 per vehicle/airport transfer.
3. Mobile contact numbers are available 24 hours, 7 days a week but please send a text message if you fail to get through.

OFFICIAL DEPO'S AND RECOMMENDED COLLECTION POINTS :

South Africa :

Johannesburg : 31 Gallagher avenue, Midrand, Johannesburg. S 26 00 02.08 E 28 07 34.47

Cape Town : Unit 2 Concorde Park, 33 Concorde Crescent, Cape Town. S 33 58 36.42 E 18 35 26.17

Botswana :

Kasane : Plot 69 Kazangula industrial site, Kazangula, Kasane, Botswana. S 17 48 27.50 E 25 14 45.70

Maun : Thuso rehability centre road, Thito ward, Maun, Botswana. S 20 00.7299 E 023 24.6814

Namibia :

Windhoek. 9 Bach str (now **Dr. Kuaima Riruako str**), Windhoek. S 22 34 21.74 E 17 04 22.98

Please note : for all rentals starting outside South Africa the Namibian rates apply.

ONE WAY DROP OFF AND DELIVERY FEES :

Vehicles can be collected and dropped off in most areas in Southern Africa for additional charge. It is recommended to use the official depo's.

Risk of remote handovers – clients should be aware that there are very limited facilities in most smaller towns in Southern Africa and no option to replace or repair specialized equipment. This may affect service delivery, albeit exceptions which is why we recommend using our standard depo's wherever possible.

See delivery and collection fees for accurate rates.

DEPO SURCHARGES IF APPLICABLE :

Maun to Maun and Kasane to Kasane : R5950.00 low season, R6550.00 for high season.

Please view the delivery rates for all one way drop off and delivery fees.

USAGE:

1. The Hirer acknowledges that he/she is aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures. The Hirer is responsible to look after and maintain the vehicle during use and to return the vehicle in good order, fair wear and tear accepted.
2. In the event of the vehicle or any of its belongings being lost or damaged during the rental period, the Hirer shall be liable to cover the cost of replacement or repair and to make good on any shortages or damages to the vehicle. Insurance cover is included and will cover loss or damage due to theft and collision damages but not lost items or damages due to gross carelessness or negligence.
3. Cross border travel – written authorization is required for any travel outside of South Africa.
4. Checking the vehicle and signing the contract – it is recommended that the hirer should check the vehicle thoroughly on handover to ensure the vehicle meets with their requirements and it is always beneficial to re-check items like wheel changing tools and tyre condition. On signing the contract the Hirer signs acceptance of the vehicle and equipment.
5. The Hirer is in control of the vehicle and is responsible to report any problems or avoid any driving obstacles they are not comfortable to cross or which may put the vehicle at risk. Additional care should be taken in remote areas where recoveries and repair are more difficult to effect. These areas carry higher risk and the hirer assumes this risk when entering these areas. The Hirer should be pro-active prior to entering these areas, do general checks on the vehicle and any noises, new rattles or possible fluid leaks investigated before heading in to remote areas.

REPAIRS AND MECHANICAL FAILURES :

1. Any mechanical repair or replacement related to fair wear and tear is covered by Bushlore. **Repairs of up to R2000.00 can be effected without prior authorization.** On higher amounts prior authorization is required from Bushlore. Due to the vastness of the area where vehicles are mobile the hirer is responsible to get the vehicle to the nearest workshop. Where not mobile the vehicle should be towed to the nearest workshop for diagnosis.
2. Wherever possible please contact Bushlore head office (Johannesburg) if you pick up a technical issue. We must be aware of the problem in order to try and resolve but you are able to take the vehicle to any workshop and the costs will be refunded. If there are more serious technical issues it is imperative to contact Bushlore before continuing.
3. In most cases vehicles are still covered under the new vehicle manufacturers warranty and their warranty conditions will apply where mechanical failures occur. It is important to remember that Bushlore is not the manufacturer of the vehicle or equipment but will do its utmost to select and offer the best and most recommended vehicles and equipment as well as ensure the vehicles are fully maintained and checked prior to departure.
4. Where serious mechanical failures occur due to standard wear and tear and which cannot be repaired timeously a replacement vehicle will be supplied within 24 hours of diagnosis. This relates to the countries of South Africa, Botswana, Namibia, Zimbabwe, Southern Mozambique and Southern Zambia. In countries further North replacement time is within 72 hours.
5. Inconvenience and time loss is not covered for mechanical failures which cannot be anticipated and were not apparent at the start of the rental.
6. Towing is covered for the countries of South Africa, Botswana, Namibia, Zimbabwe, Southern Mozambique and Southern Zambia. Further North towing is covered by the Hirer.
7. Roadside assistance : Bushlore offers contact numbers which are available at most times and will assist with any problem telephonically. Due to the vastness of the Southern African region and the unknown logistics we cannot provide immediate recoveries or technicians to all areas but will rely on local resources and will do our best to ensure speedy repair or recovery.

VEHICLE MAINTENANCE REQUIREMENTS:

1. The vehicles are all fully serviced and maintained as per manufacturers requirements and Bushlore have introduced additional maintenance which is completed on vehicles.
2. The hirer is responsible to maintain the vehicle during the rental period. This would include the standard check of tyre pressures, wheel alignment if necessary, oil and coolant levels and to be aware of any symptoms which may arise during the rental period. In addition should the vehicle reach 10000 kilometers during the rental period the Hirer is required to service the vehicle at their expense at a suitable workshop preferably associated to the vehicle manufacturer. Where an official dealer is not available other workshops may service the vehicle with our authorization. The 10000 km service charges are for the hirer and any other repairs related to standard wear and tear on the vehicle will be covered by Bushlore.
3. Should the Hirer become aware of a potential problem with the vehicle it is their responsibility to make contact with Bushlore and or have it checked at the nearest workshop before proceeding further or into remote areas

EQUIPMENT AND ACCESSORIES

1. Bushlore do not manufacture the equipment and accessories but will make every effort to ensure equipment or accessories fitted or provided are of good quality. We cannot warrant or guarantee their performance or reliability.

2. In the case of equipment issues or failures the hirer can repair or replace equipment at the cost of bushlore. Where the amount exceeds R2000.00 prior authorization should be obtained. In the case of larger and more specialized items like the fridges and roof tents where these are not usable and are not able to be replaced the relevant item will be refunded from when it is reported faulty. This as long as it is due to fair wear and tear and not usage related or due to impact. The rental rates for fridges and roof tents are ZAR60.00 per day.
3. No tent is completely Mosquito proof so other precautions should be taken in Malaria areas. Zips which fail during the rental will not deem a tent unusable or validate the swop out of a tent unless otherwise agreed by the Bushlore.
4. Specialized equipment and equipment requests not within our standard vehicle configurations cannot be guaranteed in the offices outside of Windhoek and Johannesburg. In the case we cannot provide certain equipment it is not deemed a breach of contract. The specific item we are unable to supply will be refunded.

COLLISION DAMAGES AND ACCIDENTS :

1. All accidents must be reported to the local police within 24 hours.
2. Where collision damages render a vehicle unusable, a replacement vehicle can be supplied by Bushlore if available but all costs are for the expense of the Hirer.
3. The hirer is responsible for the return of the damaged vehicle to the closest office.
4. No refund will be given for lost days due to collision damages. This limited to a maximum of 21 days from date of incident.
5. Should the Hirer continue with a new replacement vehicle then a new rental contract and insurance conditions will apply.
6. An administration fee of R550.00 is levied for the processing of any accident claims.
7. The exact insurance conditions and area of liability will also depend on the level of insurance selected.

INSURANCE :

1. Standard Insurance cover, which is comprehensive insurance is included on all vehicles and in all rates quoted. This is not full insurance cover and an excess is applicable, the monetary value of which depends on the vehicle category (most commonly ZAR15000 to ZAR20000.00). The excess is payable for any damage irrespective of the cause of damages.
2. Insurance cover is valid in the following countries; South Africa, Botswana, Namibia, Zambia, Zimbabwe, Mozambique, Tanzania, Swaziland, Lesotho and Malawi. Special permission is required for any other countries in Sub Saharan Africa.
3. Third party cover : the standard insurance cover includes third party cover for RSA, Namibia, Botswana, Swaziland and Lesotho only. The standard excess also applies to damages to a third party vehicle or property. Third party cover for any other country must be purchased at the port of entry.
4. Additional insurance cover is available at additional cost which offers reduced excess for both collision and theft damages. The cost of the collision damage waiver (CDW1 and CDW2) will vary depending on the vehicle category and time period.
5. Insurance conditions or exclusions;

Standard cover does not include;

- a. Towing costs outside of South Africa
- b. Tyre and windscreen damages

- c. Under carriage damages
- d. The theft loss waiver
- e. The minimum insurance excess is payable for any damages or loss to the vehicles
- f. Water damages from submerging vehicles by exceeding wading depth is not covered
- g. A double insurance excess, minimum R40000.00 applies for single vehicle rollover and single vehicle accidents with animals at night.

If the CDW 1 (collision damage waiver1) is selected and paid the following conditions apply;

- a. A reduced excess applies (50% reduction in collision damage excess)
- b. Theft loss waiver included. Zero excess for theft incidents.
- c. Towing outside of Namibia, Botswana, South Africa is not covered
- d. Tyre and windscreen damages are not covered
- e. A double insurance excess, minimum R20000.00 applies for single vehicle rollover and single vehicle accidents with animals at night.
- f. Water damages from submerging vehicles is not covered
- g. Undercarriage damages are not included if below the excess amount.

If the CDW2 (collision damage waiver2) is selected and paid the following conditions apply;

- a. A zero excess applies for all normal accidents and theft loss or damage. A small deposit is required on handover (ZAR2000.00) in the case of traffic fines or other losses which may not be covered as outlined below.
 - b. Towing outside the countries of Namibia, Botswana, Southern Mozambique, Zimbabwe, Southern Zambia (Livingstone district) and South Africa is not covered
 - c. Tyre and windscreen damages included
 - d. The deposit will be lost where no case number is received or where there is no third party involved and damages exceed the value of the cdw2 premium
 - e. A double insurance excess, minimum R20000.00 applies for single vehicle rollover and single vehicle accidents with animals at night.
 - f. Water damages from submerging vehicles is not covered
 - g. Undercarriage damages are covered.
6. Should the vehicle be damaged beyond use or stolen, a replacement vehicle is not included in any of the insurance cover options. A replacement can be supplied depending on availability but a new contract applies and all costs are for the Hirers account.
 7. Water damages due to exceeding the vehicle wading depth is not covered by any insurance cover
 8. Damages due to gross negligence or equipment losses are not covered by insurance.
 9. Insurance covers recognized public roads and tracks but does not cover complete off-road use where there is no recognized road or track.
 10. A case number or police report is required by insurance for any incidents related to collision or theft loss or damage.
 11. Insurance covers the direct cost of replacement of vehicle or equipment only. In the case of tyres and windscreen it covers the cost of the equal replacement of tyre or windscreen but no delivery costs, loss of time or any other consequential expenses are covered.

12. Any costs to be claimed exceeding ZAR4000.00 must be authorized by Bushlore.

ROAD RESTRICTIONS :

1. The Bushlore 4wd vehicles are allowed on all bitumen/tar and gravel roads as well as all recognized public 4x4 tracks in South Africa, Botswana, Namibia, Lesotho, Zimbabwe, Zambia, Mozambique, Tanzania, Swaziland, Malawi. Special permission is required for any other countries in Sub Saharan Africa.
2. The Hirer assumes all risk when travelling on very bad roads or in extremely remote areas. This may cause further delays in recovering the vehicle or offering a replacement vehicle. Roads like Van Zyl's pass in Namibia should be avoided and if we are not able to recover the vehicle due to the position the hirer will be responsible for the delays. Cautious driving is essential in any remote area and on any poor roads.
3. If we do not have access to an area, for instance on the desert tours in Namibia then the hirer is responsible for the salvaging of the vehicle to an area where we have access.

DESERT TOURS IN NAMIBIA :

We do allow our vehicles to partake in these tours but under the following conditions;

- Driving up dunes and where there is no recognized 4wd track is at your own risk. Insurance do not cover any damages where the vehicle is used 'off-road' or where there is no recognized track or road.
- These are areas with restricted access and it is the lessee's responsibility to recover the vehicle to an area where we are able to access the vehicle. This applies to any mechanical or collision related incident. Any costs or delays to recover vehicles from these areas are for the lessee's account.

CROSS BORDER SURCHARGES :

1. A once off cross-border surcharge is applicable when leaving South African borders. This is a once off charge irrespective of how many borders are crossed. See the applicable fees below.
2. A R800.00 fee is applicable for the countries of Botswana, Namibia, Zimbabwe, Zambia, and Southern Mozambique (South of the Zambesi river). If the vehicles are collected in a neighboring country and no borders are crossed then the cross border fee is not applicable but only the delivery surcharges as listed previously. As an example if the vehicle is collected and dropped off in Namibia and no borders are crossed then no cross border fee is applicable.
3. A R3000.00 fee is applicable for the countries of Northern Mozambique (North of Beira/ the Zambesi river), Malawi, Tanzania, Uganda and Kenya
4. No surcharge applicable for Swaziland and Lesotho
5. The cross border surcharge does NOT include any custom charges which are paid directly to customs at the relevant border or port of entry.

EQUIPMENT EXTRAS :

1. Additional equipment is available through Bushlore as non- standard vehicle equipment and in addition to the vehicle rental. This includes electronic equipment like GPS, winch and satellite phones. Bushlore may use outside suppliers for this equipment and cannot warrant the accuracy or reliability of this equipment. This equipment should be checked by the hirer on handover to ensure functional and should the equipment fail during the hire period it should be reported to Bushlore immediately but we cannot guarantee replacement or repair and this will not constitute a breach of contract or affect the vehicle rental agreement. Bushlore will

endeavor to refund the rental of such equipment from the date reported or authorize replacement at the nearest town centre where this is feasible. Equipment will be tested by the supplier or manufacturer to establish reason for failure and grounds for refund.

TRAILER RENTALS :

1. The terms and conditions for trailer rentals are the same as the vehicle terms and conditions with the following exceptions;
 - a. Trailers require ongoing maintenance during their use. Wheel bearings and play on the trailer wheels should be monitored by the hirer. We recommend servicing the trailer wheel bearings every 5000 kilometers (these are serviced prior to each rental). The trailer hitch bolts, jockey wheels and general suspension should also be monitored.
 - b. Trailer replacements are not available in the case of mechanical problems.
2. We recommend avoiding trailers where possible where heavy 4x4 tracks are anticipated on your route.
3. We only have a few trailers and cannot guarantee trailer exchange in the case of breakdowns. Days will be refunded on the trailer where time is lost and exceeds 24 hours.

CHANGE OF VEHICLE :

1. If for reasons beyond our control, the reserved vehicle is not available, Bushlore reserve the right to substitute the vehicle with another vehicle in the same category or in a higher category. This shall not constitute a breach of contract or entitle the hirer to a refund.

CANCELATIONS :

In the event of a rental having to be cancelled, the following refund rates are applicable.

60 days or more notice : deposit (where applicable) refunded less 20% handling fee

30 – 60 days : 20% cancellation fee. If total rental has been paid the balance less the 20% will be refunded.

Less than 30 days notice : Full rental due. 90% cancellation fee

Special COVID-19 Cancellation terms , no cancellation fees until 30 days prior to rental. Free postponement of bookings.

On rentals involving 5 or more vehicles different cancellation terms may apply.

Rentals cancelled within 48 hours of booking will not be subject to cancellation fees.

EXCHANGE RATE VARIANCES:

In the case we are refunding monies to international cards for either cancellations or the refund of the insurance excess, we have no control over exchange rate variances and take no responsibility for any shortfalls due to changing exchange rates when received in a foreign currency. All refunds will be calculated and processed in ZAR.

GENERAL :

1. The hirer is fully responsible for any damage or related costs to the Bushlore vehicle or third party if;

* The terms of the rental contract are breached.

* Damage to the vehicle or equipment caused by gross negligence or reckless driving.

- * Driving under the influence of drugs or alcohol or in any way that contravenes the prevailing law.
- * Water submersion or salt-water damage.
- * If the vehicle is abandoned and no contact is made by the Hirer to Bushlore.
- * Driving on restricted or closed roads.
- * Driving on dunes or offroad where no track is obvious.

PLEASE NOTE :

Rates and conditions may be subject to change without notice. All information may be subject to change and all measurements and volumes shown are approximate.