

TAWANA SELF DRIVE

TERMS AND CONDITIONS

1 Definitions

- “**TSD**”: means Tawana Self Drive, a trademark of Tawana Safaris (PTY) LTD.
- “**Client**”: the person whose name and signature are reflected in the car rental agreement.
- “**Driver**”: the person(s) who is (are) nominated as driver or co-drivers in the car rental agreement.
- “**Vehicle**”: the vehicle as described in the car rental agreement including all tyres, equipment, tools, accessories and documents in and on the vehicle when the Client takes possession of the Vehicle, and includes any replacement vehicle authorised by TSD.
- “**Safari Pack**” is the rental service as described on the web site www.tawanaselfdrive.com
- “**OAR**” : means Okavango Air Rescue a private medical air rescue (<http://www.okavangorescue.com>)

2 Terms and conditions

2.1 Rental, payment and cancellation

- 2.1.1 Vehicle rentals are calculated on a per calendar day basis. The day of pick-up or drop off is always counted as a full day whatever time in the day.
- 2.1.2 To book a vehicle, a 25% deposit or 50% deposit (if accommodation or activity is booked by TSD) is required.
- 2.1.3 Full payment is due on the date shown on the invoice, usually 60 days before departure.
- 2.1.4 In case of cancellation by the Client these fees apply (percentage of the full amount)
- Cancellation 61 days or more before departure: 25%
 - Cancellation 60 days to 31 days before departure: 50%
 - Cancellation 30 days to 15 days before departure: 80%
 - Cancellation less than 15 days before departure : 100%
- 2.1.5 If the Client doesn't arrive or doesn't inform TSD of any delay 1 day after the departure date specified during the reservation, the agreement will be automatically cancelled with no refund.
- 2.1.6 No cash refund or price reduction will be provided on early return or late collection.
- 2.1.7 The Vehicle must be returned to TSD on the agreed date, before 6PM local time (UTC+2).
- 2.1.8 The Client will pay a bond (amount indicated in the rental agreement) in advance of taking possession of the vehicle. This bond will be refunded after checking the vehicle up in TSD workshop, only if no accident, damage or loss has occurred, and if the Client complies in all respects with the provisions of this agreement.
- 2.1.9 A valid credit card is required for the bond / excess authorization. TSD accepts VISA and MASTERCARD.
- 2.1.10 TSD 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 client to a refund. If due to circumstances beyond our control the requested vehicle is unavailable, TSD reserves the right to provide a vehicle of a lower class and refund the client the difference in rental cost.

2.2 Subcontracting

- 2.2.1 Should TSD book accommodation, activity, vehicle or other on behalf of the Client, other terms and conditions may apply. It's the responsibility of the client to request terms and conditions of the subcontractor. Any dispute regarding the vehicle, accommodation, activity or any other service of a subcontractor must be settled with the company concerned.

2.3 Driver

- 2.3.1 All Drivers must have a valid Botswana or International Driver's License. This License must be presented to TSD before taking the vehicle.
- 2.3.2 If the vehicle is driven by anyone other than the Drivers nominated in the car rental agreement, the Client shall remain liable for all his/her obligations in terms of this agreement, and in addition, the Client shall be liable to TSD as if he had been the driver.
- 2.3.3 The Driver will not drive while blood alcohol concentration exceeds the limit permitted by any applicable law or regulation, or whilst under the influence of intoxicating liquor or narcotic.
- 2.3.4 The Driver uses the vehicle at their own risk.
- 2.3.5 Any fines from the traffic police, during the rental period, shall be paid by the Client.

2.4 Use and maintenance of vehicle and equipment

- 2.4.1 The vehicle can be driven in the following countries: Botswana, Namibia and Zimbabwe. For any other country, an authorization from TSD is required and may be subject to fees.
- 2.4.2 In some countries a specific Third Party Insurance is mandatory and has to be purchased at the border by the Client.
- 2.4.3 The vehicles may not be driven on unauthorized roads.
- 2.4.4 The vehicle may not be driven during the night.
- 2.4.5 Driving on Makgadikgadi pans is strictly forbidden.
- 2.4.6 The Toyota RAV4 vehicle is not allowed to be driven in National Park.
- 2.4.7 If the client chose the Safari Pack, FUEL IS INCLUDED IN THE PRICE. Should the Vehicle need refueling, the Client will pay and be refunded on vehicle return. The client will keep all receipts and give them to TSD to be refunded.
- 2.4.8 For all other rental services, the Vehicle must be returned with at least the same fuel tank level as departure. Refuelling will be charged according to current fuel price plus 10%.
- 2.4.9 The Client owes a duty of care to the Vehicle. Most important matters pertaining to the good maintenance of the vehicle include: checking engine oil and other lubricants, water and tire pressure, wheel nuts on a regular basis.
- 2.4.10 All Vehicles are checked and serviced before being rented out, and the Client will receive the car in proper working condition. The Client shall return the vehicle in the same condition as it was provided at the start of the rental.
- 2.4.11 Satellite phone should ONLY be used freely by the Client in case of a breakdown, accident or emergency. All other uses are forbidden and will be charged to the Client BWP20 per unit.

2.5 Breakdown

- 2.5.1 In case of a mechanical breakdown due to normal wear and tear, the Client should immediately inform TSD. If the Vehicle cannot be used for the trip, TSD WILL REFUND THE CLIENT FOR ALL LOST DAYS starting 48 hours following the day of contact for the breakdown to the day of repair or replacement. TSD will replace the Vehicle (Botswana only) or send a mechanic to the Client (Botswana only), or ask the Client to bring the car to a garage. All fees will be paid by TSD or refunded to the Client upon return of the car.
- 2.5.2 Any repair of up to BWP2000 can be done without prior authorization. Otherwise, the Client must ask TSD before any repair.
- 2.5.3 The vehicle must not be towed. Damage to the vehicle would be charged to the Client, especially gearbox damages.
- 2.5.4 The client will keep all receipts and give them to TSD to be refunded.
- 2.5.5 Should you encounter any problems with your vehicle, kindly note that we will do our best to assist you as quickly as possible. But major repairs can only be done when workshops are open.
- 2.5.6 Non-mechanical breakdown (keys locked in car, flat battery, flat wheel, wrong fuel, running out of petrol, vehicle stuck...etc) will be charged to the Client.
- 2.5.7 The Client is responsible for any breakdown or damage due to flooding the car or engine. **Do not cross rivers, lakes or deep pools** with the vehicle.

2.6 Insurance and accidents

- 2.6.1 The Vehicle is comprehensively insured. This applies in the event of a theft or an accident with a vehicle or third party property, unless excluded in this document.
- 2.6.2 In case of an accident, an excess will apply to any damage to the Vehicle or third party. The excess is defined in the rental agreement. This excess can be lowered depending on the cost of the damages. This excess applies in case of fire and theft.
- 2.6.3 In the event of a single vehicle accident a double excess is payable by the client .
- 2.6.4 The Client can also apply for a reduced excess or a zero excess, at extra charge, but only for a rental of 5 days or more.
- 2.6.5 In case of an accident, the Client shall immediately notify TSD, take pictures of the damaged Vehicle if possible and process and complete a police report. If the accident involve other vehicles, details of these vehicle(s) and their driver(s) should be identified and reported, such as the driver's ID and telephone number, number plate and insurance registration number
- 2.6.6 All accidents must be reported to the local Police and TSD within 24hrs. Failing to report accidents voids all insurance cover and the Client becomes fully liable for all costs.
- 2.6.7 In case of an accident, if the Vehicle cannot be used for the trip, TSD will do his best to supply another vehicle but all costs are for the expense of the Client.
- 2.6.8 The Client is responsible for the return of the damaged vehicle to the main office in Kasane.
- 2.6.9 No refund will be given for lost days due to an accident.
- 2.6.10 The medical assistance OAR is managed by a private company. TSD only enables you to become a patron of OAR. TSD is not responsible for this service.

2.7 Damages

- 2.7.1 Insurance cover is included and will cover damage on the vehicle due to accident but not damages due to carelessness or negligence.
- 2.7.2 The insurance does not cover theft or loss of equipment of the Vehicle.
- 2.7.3 Any losses or serious damages of the equipment shall be charged to the Client at replacement value as stated in the agreement.
- 2.7.4 The Client is responsible for any damage:
- due to water, flooded car or engine. **Do not cross rivers, lakes or deep pools** with the vehicle.
 - when driving while a dashboard warning light indicates a problem.
 - while driving on restricted, closed roads or off-road where no track is obvious
 - in case of a collision with animal
 - on suspensions and underbody
- 2.7.5 As you may drive in the bush, small dents and scratches are usually not considered as damages. But deep or large dents and scratches will be considered as Client's negligence and will therefore be for the Client account.

2.8 Liability of TSD

- 2.8.1 TSD will not accept responsibility over things, persons, or matter over which it has no direct control, including the quality of third party establishments, or any cancellation by third party establishments or activity. TSD won't be held liable for the death, injury or illness of any clients or persons accompanying them.
- 2.8.2 TSD shall not be liable for any damage to, or any damage arising out of any defect in, or mechanical failure of the vehicle, nor for any loss, or damage to, any property transported or left in the vehicle, nor for any indirect damages, consequential loss of profits or special damages of any kind for any breach of this agreement, or arising out of any cause whatsoever, irrespective whether or not the loss resulted from the negligence of TSD, its agents or employees. TSD accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstance.
- 2.8.3 TSD will not be held liable for the failure of a satellite phone or GPS.