

MCKENZIE

Bookings & 4x4 Hire

M A U N • B O T S W A N A

Happy Elephant trading as McKenzie 4x4

"MCK" means: Happy Elephant, trading as McKenzie 4x4

The "Client" means: the person named as the client in the Rental Agreement.

The "Vehicle" means: the vehicle described on the Rental Agreement (including all tyres, tools, equipment, accessories and documents in and on the vehicle at the renting location) and includes any replacements for the vehicle which has been officially authorised by MCK. Reference to the **Rental Agreement** shall be the Rental Agreement signed by the client at the time of vehicle collection and shall form part hereof.

The singular shall include the plural and vice versa, the masculine gender shall include the feminine and vice versa and natural persons shall include legal and juristic persons and vice versa.

The headings appear for reference only and shall not influence the proper interpretation of this agreement.

TERMS AND CONDITIONS

1. STANDARD RENTAL RATES INCLUDE

- 1.1. Unlimited kilometres upon itinerary approval
- 1.2. Standard insurance cover
- 1.3. Full gas bottles
- 1.4. Full Water Tank
- 1.5. Travel pack with all relevant information
- 1.6. Introduction to the vehicle and equipment

2. MINIMUM RENTAL DURATION AND COSTS:

- 2.1. Minimum rental period is 5 days in peak season and 3 days at other times of the year.
- 2.2. The day of pick-up and drop off of Fully Equipped vehicles are counted as full days irrespective of the time collected and returned.
- 2.3. The day of pick-up and drop off of Un-Equipped vehicles are counted as full days irrespective of the time collected and returned.
- 2.4. No refunds are applicable for early returns unless arranged in advance and agreed by MCK.

3. BOOKING DEPOSITS AND PAYMENT TERMS

- 3.1. A 20% non-refundable deposit is required to confirm a rental. This becomes part of the rental payment, but is lost on cancellation by the client. Provisional bookings are held for two weeks without deposit and are then released as cancelled unless an extension is given in writing by MCK.

3.2 McKenzie 4x4 can book campsites and accommodation on behalf of the client. Full payment for campsites is due with the vehicle deposit to secure bookings. No campsites are confirmed until full payment has been received by MCK.

3.3. Balance of payment of the full price of the self-drive safari is due on the date shown on the confirmation/ invoice 30 days prior to departure.

3.4. Payment for any additional charges imposed by any supplementary accommodation or activity will be due as per the requirements of such establishments.

3.5. If any part of the balance of the self drive safari remains unpaid by its due date, MCK reserves the right to treat the booking as cancelled, in which case the terms of these conditions concerning Cancellation by Client will apply.

3.6. Any payment made by visa or master card will incur a 5% admin fee.

3.7. All credit card transactions are conducted in BWP. Due to exchange fluctuations, any amounts which may be refunded on return of the vehicle may vary from that initially debited against the credit card if not in Botswana Pula. We accept no liability for these variances and accept no claims for payment for the variances.

3.8. The client acknowledges & grants permission to MCK to charge the credit or debit card nominated at the Start of the Rental, as agreed in the Rental Agreement to which these terms and conditions apply, with any charges due to the client under the Rental Agreement, at any time during and after the rental period.

3.9. Please use your invoice number/name as a reference when making payments and email through the proof of payment. We cannot be held responsible for unidentified payments and hence not making timely payments to third party suppliers to secure bookings.

4. **OFFICE HOURS:**

4.1 Office hours are: Monday to Friday: 08h00 – 17h00 (Last Handover at 15h00, Last Return at 16h00)

Saturday: Open by request (Last Handover 11h00, Last Return at 12h00)

After Hours surcharge applies at a cost of BWP 500 per collection or return outside of the normal Office hours. After hours operations are as follows:

Saturday: after 16h00

Sunday's & Public Holidays: All Day

4.2 Alternative office contact no's also serve as after hour number for emergencies is: +267 72929412 / +267 72319198.

5. **VEHICLE DELIVERY AND COLLECTION:**

5.1. Deliveries and collections of vehicles from 8 am to 5 pm are included in the rental cost.

Collections and deliveries of vehicles or airport collections and drop offs outside of this time will attract a fee as per our standard rate sheet.

5.2. Botswana: vehicles can be delivered and /or collected in all major centres (Relocation fees may apply)

5.3. Vehicles are available in Botswana, Namibia & South Africa (rates as per our standard rate sheet)

5.4. Delivery or collections must be arranged and confirmed prior to rental.

5.5. Vehicles must be returned in the same condition as received, see clause 7.2.

5.6. Vehicles are supplied with a full fuel tank and customers are expected to return the vehicle

with a full tank, failing which the client will be charged for the additional fuel.

5.7. Rental beyond the stipulated termination date must be authorized by "MCK"

5.8. Rentals terminated earlier than the stipulated termination date are not refundable

5.9. Should the client request that all equipment be checked at the time of return, it is the client's responsibility to ensure the vehicle is returned with sufficient time to conduct this service. After hour fees apply.

5.10. The obligations of the client and the rights of MCK under this agreement shall continue in effect for an unspecified period of time until any claims by MCK have been settled to the satisfaction of MCK.

6. **CONDITIONS OF VEHICLE HIRE**

6.1 A valid credit card is required for the bond / excess authorization we do not accept cash or cheques. We only accept visa and or mastercard.

6.2. Drivers must be 23 years or older, have at least 2 years driving experience and produce a valid license free from serious endorsements. Non-English language national driving licences must be presented in conjunction with an official translation or valid international drivers licence.

6.3. Please beware: co-drivers not nominated by the client in the rental agreement are not insured. If the vehicle is driven by anyone other than the client, the client shall remain liable for all his/her obligations in terms hereof, and in addition, the client shall be liable to MCK as if the client had been the driver.

6.4. The client warrants that in any event the vehicle will not be driven by any person whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or of a narcotic drug and that every driver of the vehicle during the rental period will have a valid licence to drive the vehicle, will comply with all applicable laws and will comply in all respects with the provisions of this agreement.

6.5. No smoking in the vehicles we charge a cleaning fee of BWP2500 for smoking in a vehicle.

7. **USAGE:**

7.1. The Client acknowledges that he is aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures. The Client is responsible for looking after and maintaining the vehicle during use and for returning the vehicle in good order, fair wear and tear accepted.

7.2. The vehicle may not be used for the conveyance whether of passengers or goods for reward, to propel or tow any other vehicle including any caravan or trailer, to transport goods in violation of the customs laws or in any other illegal manner

7.3. The client shall make adequate provision for the safety of the vehicle in particular he shall keep the vehicle properly locked and secured and immobilised when the vehicle is not in use.

7.4. In the event of the vehicle or any of its belongings being lost or damaged during the rental period, the Client shall be liable to cover the cost of replacement or repair and to make good on any shortages or damages to the vehicle. Note: negligent loss or damage is not covered by insurance.

Insurance cover is included in the Rental Agreement, as per clauses 11 and 12 below, and will cover loss or damage due to theft of the vehicle and certain reported collision damages only, but not lost or stolen equipment, including satellite phones, or damages due to carelessness. Dents and

scratches to the MCK vehicle will be deemed negligent damage and the client will be liable for their repair.

8. ROAD RESTRICTIONS:

8.1. The MCK's 4WD vehicles are allowed on all bitumen/tar and gravel roads as well as all recognized public 4x4 tracks in Botswana. Special permission is required for Namibia, Zambia, Zimbabwe, and Mozambique, Tanzania, Swaziland, Malawi or other countries in Sub Saharan Africa. It is the responsibility of the client to obtain any necessary special permission.

8.2. Due to seasonal changes, road restrictions may be implemented at certain times of the year and it is the responsibility of the client to abide by the changes. Current Road restrictions will be noted on the Rental Agreement.

8.3. The vehicles may not be driven off-road.

9. WILD ANIMALS:

9.1. Please be aware that your Self Drive Safari may take you into close contact with wild animals. MCK cannot be held responsible in the event that an attack takes place. It is the responsibility of the client to ensure their own safety. Neither MCK, nor their employees can be held responsible for any attack, injury or accident that may occur.

10. FACILITIES:

10.1. The facilities, local prices and amenities shown in pictures or mentioned in writing are shown in good faith as generally being available. Should prices vary, or facilities not be available, MCK cannot be held responsible.

10.2. Any dispute regarding facilities must be settled with the company concerned. MCK in no way guarantees the standard of any facility (lodge /campsite /hotel) that is booked on your behalf by us and any claim must be made directly to the facility in question.

11. INSURANCE:

11.1. The client (client) must insure against cancellations and for medical and personal injuries and all other usual travel risks and details must be given at the time the booking form is completed. Such a policy shall be independent of the conditions of this Rental Agreement and shall be governed by the conditions therein.

11.2. Standard Insurance cover is included on all vehicles.

11.3. No matter the reason or circumstance, the client will be liable for any damage or destruction including tyres, windscreens, windows, light damage, dents or scratches and equipment. The monetary value of any damage will be determined by a quotation from a reputable company.

11.4. Personal property is not covered.

11.5. The client still has to pay the excess as recorded on the Rental Agreement when any claim arises.

11.6. Insurance cover is valid in Botswana. Special permission is required for Namibia, Zambia, Zimbabwe, Mozambique, Tanzania, Swaziland, Malawi or other countries in Sub Saharan Africa.

11.7. Third party cover: the standard insurance cover includes third party, Fire and Theft cover for Botswana only.

11.8. Third party cover for any other country must be purchased at the port of entry.

11.9. An excess applies to each vehicle depending on the category.

12. INSURANCE OPTIONS

12.1. All vehicles come with the standard excess insurance of BWP 15,000

12.2 Insurance cover is applicable only in the event of collisions including one or multiple vehicles or theft. Insurance cover is applicable on presentation of a police report and the incident reported to MCK within 24 hours. An excess will apply depending on the insurance option paid for. MCK makes no undertaking to make any payment or admit liability until MCK has investigated the accident to their satisfaction.

12.3. Any equipment damaged or lost must be paid for at replacement value before the client's departure.

12.4. Credit card transactions are processed by the clients bank and is ultimately responsible for the release of funds should it not be utilised by "MCK".

12.5 Fully Equipped Vehicle AND Unequipped Vehicle insurance are both charged per calendar day.

12.6 Standard Excess is BWP15, 000

12.6.1. A standard excess applies in the event of any damage to either our vehicle or third party property. The client will also be fully liable for replacing or repairing damaged windscreens and tyres. A security bond will be taken on vehicle collection. The security bond can be paid credit card. Should the bond be paid by credit card, the amount will be authorized with the bank, and will not be available until the return of the vehicle to the agreed location, on the agreed date, with no damage incurred to the MCK vehicle or third party property and no items or equipment are lost or damaged.

12.7 None of the above insurance options cover negligent damage to vehicles and or equipment. Dents and scratches caused by the client's negligence will therefore be for their own account. MCK is hereby authorised to deduct such amounts from the client's credit card, to cover any expenses incurred through the client's negligent damage to any MCK vehicle as outlined below.

12.8 IMPORTANT: Client liability

12.8.1. The client is fully liable for any damage to the MCK vehicle or third party property if:

- the terms of the rental contract are breached
- the damages are sustained whilst the client/driver is in breach of any traffic laws or ordinances
- damage to the vehicle is caused by careless, wilful or reckless driving. This includes:
 - a) Driving under the influence of alcohol or drugs
 - b) Driving on the wrong side of the road
 - c) Driving on restricted unrecognised or off road
 - d) Driving over the ordinance speed limits
 - e) Not adhering to vehicle height restrictions
- any damage is caused by driving through water or salt water damage this includes getting stuck in the salt pans
- the vehicle was driven in a country in which written approval was not obtained from MCK
- the clutch sustained damage / abuse
- driving between sunset and sunrise
- damage is sustained to the undercarriage
- the gearbox is damaged due to incorrect use of the clutch/handbrake
- the client fails to stop driving when a dashboard warning light indicates a problem

- the client/driver incorrectly use the diff locks and/or transfer cases, i.e. driving on tar roads with electronic diff's engaged or with 4x4 mode engaged
- The incorrect fuel is pumped into the tank and/or fuel in the water tank will incur a BWP 20,000 cost. MCK advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused.

12.8.2. MCK is under no obligation to provide a replacement vehicle nor will any refund be made if damages are sustained for any one of the above reasons.

12.8.3. Please Note: A replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made. MCK reserves the right to withhold a replacement vehicle; this does not entitle the client to any claims against MCK.

12.8.4. The client shall also be liable for all fines, penalties and the like (including all legal costs incurred by MCK for its attorneys in accordance with their usual charges at the time) for parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the rental period and the client accordingly indemnifies MCK against all such liability.

12.8.5. Any claims will be finalised within 21 days of the vehicles return, if this is not possible for whatever reason MCK will advise the client accordingly.

12.8.6. MCK will charge an administration fee of BWP400 in addition to the damage costs of replacement or repair.

13. ACCIDENTS

13.1. By law all accidents must be reported to MCK and the Local Police within 24hrs. Failing to report accidents voids all insurance cover and the client becomes fully liable for all costs. In remote areas us the satellite phone to report to "MCK".

13.2. If during the rental period the vehicle is involved in any accident or collision or is lost or the vehicle or any part of it is stolen, the client shall take every reasonable precaution to safeguard the interests of MCK, including where appropriate, but not limited to, obtaining the name and address of everyone involved and of possible witnesses: co-operating with MCK in the investigation, the making and/or defence of any claim action relating to the incident (including the making of an affidavit if the client is requested to do so).

13.3. The client accepts that the MCK vehicle is used at their own risk

13.4. If the rental vehicle is involved in an accident or is not driveable due to mechanical breakdown a replacement vehicle may be collected from the Maun Branch if available:

- If the client requires a replacement vehicle to be delivered, then these charges will be for the client's account.
- The client is responsible for the recovery of the damaged vehicle to the Maun branch.
- If the client is unable to take a replacement vehicle, no refunds for early termination of the contract will be considered.
- No refund of rental days lost will be considered during the period in which a replacement vehicle is being replaced.
- Should the client continue with a replacement vehicle then a new rental contract and insurance conditions will apply.
- Should a replacement be needed due to a fault of MCK, as determined by MCK, we will replace

the vehicle within 24hrs if available, alternatively the client will be refunded for the balance of the days remaining.

14. REPAIRS AND MECHANICAL FAILURES OF VEHICLES & EQUIPMENT

14.1. All Repairs require authorization from MCK.

14.2. Where serious mechanical failure occurs due to standard wear and tear and which cannot be repaired timeously, a replacement vehicle will be delivered in Botswana, if available

14.3. Should a replacement vehicle not be available, the client will be refunded for the days in which the vehicle is not in use.

14.4. 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 MCK 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.

14.4 This applies to satellite phones and satellite navigation systems

15. EMERGENCIES:

15.1. MCK is on call 24 hours per day for medical emergencies and serious mechanical failure. In this regard satellite phone calls to MCK or its agents are free of charge. In the event that a client requests assistance which is not an emergency, a callout fee will be charged. The fee will be dependent on distance from Maun and only valid within Northern & Central Botswana. Outside of Botswana separate charges will apply. MCK reserves the right to apply the applicable charge. The charge is per our standard rate sheet as in charged at a per km rate. (Should you call for assistance and the relief vehicle and crew leave Maun to assist you will be charged the callout fee)

16. CROSS BORDER SURCHARGES:

16.1. MCK supplies the vehicle papers and a letter of authorization to drive our vehicle; clients are responsible for their own cross border formalities.

17. CHANGE OF VEHICLE:

17.1. If for reasons beyond our control, the reserved vehicle is not available, MCK 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.

17.2. If due to circumstances beyond our control the requested vehicle is unavailable, MCK reserves the right to provide a vehicle of a lower class and refund the client the difference in Rental cost.

18. LIABILITY OF MCKENZIE 4X4 BOTSWANA:

18.1. MCK will not accept responsibility over things, persons, or matter over which it has no direct control, including the quality of third party establishments, nor will it be held liable for the death, injury or illness of any clients or persons accompanying them.

18.2. MCK 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 MCK, its agents or employees. MCK accepts no responsibility and shall not be liable for delays occasioned by a breakdown or any other circumstance.

18.3 MCK will not be held liable for the failure of a satellite phone or gps.

19. CANCELLATIONS BY MCKENZIE 4X4 BOTSWANA:

19.1. MCK may cancel a booking at any time due to Force Majeure, or circumstances beyond MCK's control, in which event MCK shall first offer alternative vehicle, routing and dates and shall use its best endeavours to offer a self-drive safari of a similar standard or cost. Should the client not accept the alternative, or a suitable alternative not be available, the company will refund all monies paid by the client relating to the vehicle only (excluding non-refundable park bookings, if applicable). Any other refunds relating to third party bookings will be dependent on the cancellation policy of the establishments concerned. 19.2. Provided MCK has used its best endeavours to comply with the above clause, it will not be liable for any breach of contract or claim that may arise as a result of any inconvenience suffered by the client.

20. CANCELLATION BY CLIENT:

20.1. Notice of cancellation by client must be made in all cases in writing, by the person whose name is used as "Client" on the Booking Confirmation form.

20.2. Cancellation is effective from the date of receipt by MCK of such written notification.

20.3. In the event of a rental having to be cancelled, the following cancellation charges are applicable.

i. notice received 60 days or more before the departure date: only the deposit is forfeited;

ii. notice received within 60 days of the departure date the following percentage of the total self-drive safari cost will be payable as a cancellation charge: 60 - 30 days: 50%; 29 days or less: 100%;

iii. should payment of the self-drive safari cost not have been made in full then the client must pay the cancellation charge within 7 days of notification of cancellation by the client. Even if the client's insurance policy may cover cancellation it is for the client to claim any insurance money due from their insurers directly.

20.4. This cancellation applies only to MCK vehicle rental and does not apply to third party bookings. Each individual third party's cancellation fee will apply.

20.5. Without derogating from any other term contained herein, MCK shall be entitled at the expiry and/or termination of this agreement, for whatever reason, to retake possession of the vehicle wherever it may be located and from whomever is in possession thereof.

21. GENERAL:

21.1. It is hereby agreed that this agreement is governed by the law of Botswana.

21.2. The client agrees that MCK is entitled, but not obliged, in its discretion, to institute any action or proceedings for enforcing any of its right under this agreement in the Magistrate's Court, notwithstanding the amount in dispute, and the client consents to the jurisdiction of the Magistrates Court.

21.3. If MCK institutes any legal proceedings against the client to enforce any of its rights under this agreement MCK shall be entitled to recover from the client all the legal costs it incurs to its own attorneys in accordance with their then usual charges and assessed as between attorney and own client.

21.4. If the client enters into this agreement on behalf of any principal, including any undisclosed principal, the client shall be personally liable jointly and severally with his/her principal.

21.5. The client chooses the address specified in the Rental Agreement as his/her domicilium

citandi et executandi and any notice posted to the client to this address shall be deemed to be received seven days after the date on which it is posted unless the client proves the contrary.

22. TRAFFIC OFFENSES

22.1. The hirer is advised that MCK will debit the hirer's credit card for any infringement fee for an offence where the offence was committed during the period of hire and was a speeding offence, a toll offence or an offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment or an offence for parking in any portion of a road in breach of any bylaw or a road controlling authority.

22.2. MCK will charge an administration fee of BWP2000 in addition to the infringement fee should the offense not be reported to MCK at the end of the rental.

23. PLEASE NOTE:

23.1. 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.

24. AIR-CONDITIONING

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 stationary, or idling for prolonged periods, the cabin air-conditioner must be switched off to prevent damage.

25. DUST INGRESS

Botswana is predominantly an arid desert region 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.

26. KEYS

MCK must be informed of keys lost or locked inside a vehicle. The replacement or recovery of keys is for the clients account. MCK 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.

27. SUBSTITUTIONS

If, for reasons beyond our control, the reserved vehicle is not available, MCK reserves the right to substitute a comparable or superior vehicle at no extra cost to the client. This shall not constitute a breach of contract and does not entitle the client to any form of refund or claim against MCK.

28. All clients renting vehicles from MCK will be required to sign the water damage addendum.

ADDENDUM: WATER DAMAGE (to be signed on arrival)

PLEASE NOTE SECTION 12.8. OF THE MCK - T&CS.

Please note that driving through water with a McKenzie 4x4 Vehicle can lead to damages which are not covered by any insurance cover and will not be classified as wear and tear.

Any damages to a vehicle as a result of driving through water will be a direct cost to the hirer of the vehicle.

Damage can be and is not limited to the contamination and or replacement of oils and grease i.e. wheel bearings, gearbox and transfer case.

This includes but is not limited to damages to the vehicles starter and / or alternator and brakes.

WATER DAMAGE is specifically excluded from the insurance and is not covered by the regular servicing of the vehicle.

Please note that any damages or costs associated with driving through water will be for the expense of the hirer.

The Vehicle specification is wheel height for wading through water but please be informed that this is done **entirely at the risk of the client / renter** of the vehicle Any costs relating to the vehicle being driven in water will be for the account of the client.

Client Name: _____

Client Signature: _____

Date: _____

Vehicle Reg: _____

For McKenzie 4x4: _____

