



BTFA - Toyota Fortuner 4x4

FEATURES:

	Toyota Fortuner 4x4 SUV
ABS BRAKES	YES
A/C DRIVER CABIN	YES
AM/FM RADIO AND CD PLAYER	YES
CENTRAL LOCKING	YES
DIESEL/PETROL	DIESEL
DUEL AIR BAGS	YES
ENGINE	3lt
ESTIMATED FUEL CONSUMPTION	12lt/100km
FUEL CAPACITY	80lt
GEARS	5 SPEED AUTOMATIC
POWER STEERING	YES
SEAT BELTS	6 + 1 LAP BELT
SPARE WHEELS	1
WHEL SPANNER	1
VEHICLE DIMENSIONS:	
HEIGHT	1.8m
LENGTH	5.0m
WIDTH	1.8m

Variations in size and colour may occur

SUV RENTALS TERMS & CONDITIONS

STANDARD RATES INCLUDE:

- Airport / Hotel Transfers (Within 25 kilometres from primary depots)
- 2 x Drivers (third, fourth and fifth driver charged separately)
- Closed canopy on single/double cabs only
- Super Cover Waiver
- Unlimited Kilometres
- Emergency assistance (08:00 – 22:00)
- 15% VAT (Value Added Tax) in South Africa and 15% in Namibia
- Credit Card Fees

MINIMUM RENTAL DURATION & COSTINGS

Minimum rental period: 3 days at primary depots only and 7 days for secondary depot collections and/or returns. Vehicle rentals are calculated on a per calendar day basis, i.e. day of collection or return is always counted as a full day irrespective of what time it is collected or returned. A rental day is not calculated on a 24 hour cycle.

DEPOTS (VEHICLE COLLECTION & RETURN)

Primary:

South Africa: Johannesburg, 17 Sim Road, Pomona, Kempton Park & Cape Town, C/o Michigan & Borchers Quarry Road, Airport Industrial

Namibia: Windhoek, Hosea Kutako International Airport

Botswana: Maun, Mophane Street, Lot 525

Secondary:

Charges apply – please check with Rental Agent

OFFICE HOURS: RENTAL LOCATIONS

Monday to Friday 08:00 – 16:30 (last handover at 15:00, last return at 16:00)

Saturday 08:00 – 13:00 (last handover at 11:00, last return at 12:00)

After Hour surcharge applies at a cost of R500 per collection or return outside of the normal Office hours. After hour operations are as follows:

Saturday: 13:00 – 16:00

Sundays & Public Holidays 08:00 – 16:00

(Late returns will be charged on a per day basis)

All branches are closed 25 December (Christmas Day)

COLLECTION

Vehicle handover will take approximately 30-40 minutes, depending on the questions asked and client feedback. Kindly note that signing the vehicle condition report is an acceptance of the condition of the vehicle. The supplier must be notified within 24 hours, should the

renter experience any glitches, problems, malfunctions or discomfort. No consideration will be given to claims against such experiences, and no compensation or liability for lost time will be given, if issues are only reported on return of the vehicle. Rental days lost due to a vehicle that has been collected after the agreed date will not be credited.

RETURN

When returning the vehicle, please set aside 30 minutes for the vehicle and equipment to be checked. Although it is requested that the vehicle be returned with a full fuel tank, as a courtesy to the next renter our representatives will take the vehicle to the refuelling station to ensure that the vehicle is full. Should top-ups be required, the fuel amount will be deducted from the renter's nominated credit card. Vehicles must be returned clean, in order for the vehicle check in to be done. Vehicles returned excessively dirty will be charged a cleaning fee of R/N\$ 1,500.00. Any vehicles returned later than the agreed return date, or outside normal office hours (without prior arrangement), will be charged a full day's rental per calendar day.

- The Supplier reserves the right to charge a cleaning fee of R/N\$1,500.00 in the event that the rental vehicle is returned in an extremely dirty condition. The Supplier, at its sole discretion, reserves the right to determine whether a vehicle is extremely dirty in a true and fair manner. An extremely dirty vehicle will include but not limited to when the rental vehicle's possible damages cannot be assessed properly
- The Renter knows and understands that no smoking in the rental vehicles are allowed, and that a fee of R/N\$1,500.00 will be charged to remove any fumes or smells caused by smoking in the rental vehicle.
- The Renter shall return any motorhome toilet cassette in a clean condition if applicable, failing of which the company reserves the right to charge a cleaning fee of R/N\$1,500.00

LICENCE

A valid EB or code 08 national or an ENGLISH International Driver's Licence for vehicles less than 3500kg, is required.

MINIMUM AGE

The minimum age is 23 years and the maximum is 85 years.

eTOLL POLICY

For all rentals despatched from, departing and/or returning to the Johannesburg depot will be charged a fee of R500 per rental agreement. eToll tags are installed in all vehicles. These tags are debited with gantry levies in Gauteng, and also open gates on debit at toll gates on the major roads in South Africa that bear the eToll logo.

LIABILITY OPTIONS

The quotation includes Super Cover. This is NOT a personal liability cover. This cover is a NO EXCESS cover and is applicable to the vehicle and third party property damage and includes the cost of replacing or repairing of windscreens, rims and tyres, radio theft and recovery costs. A security deposit of R/N\$ 3,000.00 is pre-authorized on the renter's Visa or MasterCard credit card at the time of collection to ensure that the vehicle is returned to the agreed location, on the agreed date, in a clean condition and no items are lost or damaged. This security deposit is fully refunded within 21-30 working days, after date of return, should all the terms and conditions be adhered to.

CLAIMS HANDLING FEE

A handling fee of R/N\$500.00 is charged on all damage/accident claims is irrespective of the liability cover option taken.

ACCIDENTS

Single vehicle accidents are included in all liability cover options, except in the case of roll-overs. In case of damage to the vehicle rented, the following will apply:

The incident:

All accidents must be reported to the supplier, and by law, to the Local Police within 24 hours. An AR (accident report) number from the police must be obtained at the time of reporting the incident. This proves that the accident has been registered. Failing to report accidents may void all liability cover and the renter becomes fully liable for all costs. We advise you to take as many photographs of the accident scene and also obtain the third party details when applicable. These can be recorded on the reverse side of the rental pack envelope supplied to you on collection. We also suggest you take a photograph of the driver's licenses of the persons involved. An accident report which is provided in the RENTAL PACK, must also be completed. These documents and records of evidence will be submitted to the supplier in order to process the incident.

The vehicle:

A replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made, if applicable. The supplier reserves the right to withhold a replacement vehicle; this does not entitle the client to any refunds/claims against the supplier.

If the renter requires a replacement vehicle to be delivered, charges will be levied if applicable, according to the liability cover exclusions.

If the renter is not able to take a replacement vehicle, no refunds for early termination of the contract will be considered.

Should the renter continue with a replacement vehicle, this vehicle will be noted under the current rental contract and a new R/N\$ 3,000.00 pre-authorisation on the nominated credit card.

Should the applicable excess be charged, and should the supplier be successful in the reimbursement of that amount by the 3rd party, this amount will be refunded to the renter. This process could take up to three years.

EXCEPTIONS & CONDITIONS:

Exclusions of Super Cover:

The renter is fully liable for any damage to the supplier vehicle or third party property if:

- Any terms of the rental contract is breached
- Damages are sustained whilst the renter/driver is in violation of any traffic laws or ordinances;
- Damage to the vehicle is caused by careless, wilful or reckless driving. This includes:
 - Driving under the influence of alcohol or drugs
 - Driving on restricted or unrecognised roads
 - Driving before sunrise and after sunset
 - Driving over the recommended speed limits
 - Not adhering to the vehicle height restrictions
- Related to water submersion or salt water damage:
 - A vehicle may not go through water higher than 30cm in depth;
- The vehicle was driven in a country in which written approval was not obtained from the supplier;
- Damage is incurred due to incorrect use of the hand brake;
- The damage is to the clutch (An allowance of up to three days after collection is given, in which time a faulty clutch can be reported. Thereafter, it is deemed as the renter's responsibility). The customer is then liable for:
 - The cost of the clutch kit which is R/N\$24,500.00 including VAT and installation;
- There is undercarriage damage. This includes damage to the following:
 - Side Sills, prop-shaft, torsion bars, stone guards, all undercarriage parts.

- Engine & transmission, including the gearbox, side shaft, exhaust system, leaf springs, bottom spare tyre/hanger and oil sump;
- Roll-overs are not covered in any liability cover options. A roll over is defined as a vehicle sustaining all types of damage due to it not being on all 4 wheels;
- The incorrect fuel is pumped into the fuel tank and/or fuel in the water tank will incur a R/N\$20,000.00 cost. The supplier advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused;

The renter is responsible for any damages or accidents that the supplier has not been made aware of on the return of the vehicle. Please note the applicable charges will be charged to the nominated credit card.

The supplier is not responsible for any damage or theft to items of a personal nature. Travel and personal insurance is strongly recommended.

Rules in respect of replacement vehicles (whether due to an accident or vehicle damage)

- In the case of undercarriage, clutch or water damage to the following is applicable:
 - The repairs and recovery (towing) costs of the vehicle is the responsibility of the renter. The following recovery / replacement rates will apply:
 - Within South Africa:
 - ZAR/N\$ 6.00 per kilometre
 - Outside of South Africa:
 - ZAR/N\$ 12.00 per kilometre
 - To & from Maun incurs and extra ZAR/N\$ 9,500.00
- Should a replacement vehicle be required, the supplier will replace the vehicle within 24 hours in South Africa; and 48 hours outside the South African borders.
- A new pre-authorisation for the Super Cover deposit, will be blocked on the nominated Visa or MasterCard credit card for the replacement vehicle.

ENTIRE AGREEMENT / NON-VARIATION

This document contains the entire agreement between the renter and the Supplier, and neither party shall be bound by any undertakings, representations, warranties, promises, or the like not recorded herein. No variation, alteration, or addition to, or omission from this agreement is valid/binding, unless reduced to writing and signed by the Renter and an authorized employee of the Supplier. Any clause which is declared unenforceable or invalid, for any reason whatsoever, by a competent Court, shall be severable from the remaining provisions of the agreement and shall not affect the validity of these provisions.

DOMICILUM CITANDI ET EXECUTANDI

The Renter chooses the address stated on the face of the agreement as registered/legal address. The Supplier chooses its registered address of 17 Sim Road, Pomona, Kempton Park, Gauteng, South Africa

JURISDICTION

This agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa

GOVERNING LAW

The Supplier and the Renter hereby agree and consent that this rental agreement will be governed and be enforced in terms of the applicable South Africa laws

CONSENT TO JURISDICTION

The Renter and the Supplier both consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 of 1944, notwithstanding the subject matter or cause of action involved, or irrespective whether the claim may exceed the jurisdiction of the Magistrate's court

LEGAL COSTS AND/OR EXPENSES

In the event that the Supplier incurs expenses in recovering any monies due to it from the Renter or any other persons arising from this agreement, the Renter will be liable for any costs and expenses incurred in doing so, on the attorney and own client scale, including but not limited to collection commission and tracing fees and necessary disbursements.

JOINT AND SEVERABLE LIABILITY OF AUTHORISED DRIVERS

In terms of this agreement the renter and/or any authorized driver may be held jointly and severable liable towards the Supplier towards all monies due and owing to it in terms of this agreement.

AUTHORIZATION TO CREDIT SEARCH AND CONFIRMATION

The Renter hereby consents and authorizes the Supplier or its nominated representative to undertake any enquiry the Supplier deems fit about the Renter's credit and/or criminal record with any credit bureau, credit agency and/or third party to confirm details of the Renter as and when the need arises.

AIR-CONDITIONING

The air-conditioning in the cabin of the vehicle, is designed to be used in South African weather conditions. 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.

DUST INGRESS

Namibia and Botswana are predominantly arid desert regions and the majority of secondary routes travelled, are on unsealed dust or gravel roads. It is not possible to make vehicles dust-proof and therefore refunds or claims or any dust ingress of any nature, will not be considered.

PAYMENT

The supplier only accepts valid Visa and MasterCard credit cards that are embossed in order to place the pre-authorisation for liability cover / security deposits and excesses. No Cash or Cheque payments will be accepted in any way. The holder of the credit card needs to be present at vehicle collection in order for the transaction to be processed. The supplier is not responsible for any currency fluctuations that may occur in any transactions.

EQUIPMENT

Your Super Cover does not cover any equipment requested with the vehicle. Any loss or damage to the equipment including items such as GPS, compressors, baby seats etc. will be charged to the renter's credit card. Should any of the equipment malfunction during the rental period, the supplier is not liable to provide a replacement. Repairs can be made according to clause Vehicle Repairs of this document.

ROAD RESTRICTIONS

4x2 SUVs are only allowed to be driven on public bitumen/tar roads or gravel roads from the main roads to campsites. **4x4 SUV's and LDVs** are allowed to be driven on public bitumen/tar roads or gravel roads as well as on public recognized 4x4 tracks in Botswana, Mozambique (Up to Vilanculous only), Namibia, South Africa, Zambia (up to Livingstone) and Zimbabwe (No further North than Harare) The supplier does not allow the vehicles to enter the following countries under any circumstances: Kenya, Angola, Malawi or Tanzania. Any locations North of the permitted locations are not allowed. It is highly recommended to avoid driving before sunrise and after sunset.

CROSS BORDER DOCUMENTATION

A cross border fee per vehicle per rental of R750.00 applies for cross border documentation into Botswana, Mozambique, Lesotho, Namibia, Zambia, Zimbabwe and Swaziland. The vehicle documentation is for the vehicle cross border requirements ONLY. The supplier is not liable for the arrangement or payment of visas, permits, third party insurances or road taxes applicable to the countries of entry. These are for the renter's account and can be arranged prior to travel or at the borders of the applicable countries. All cross border applications are to be accompanied by a clear copy of the renter's passport & driver's license to be received seven days prior to collection of the vehicle.

VEHICLE REPAIRS

It is possible that during your rental, small repairs may be required due to the nature of the terrain. Repairs of up to R/N\$ 1,000.00 may be affected without prior authorisation from the supplier and such repairs will be reimbursed, on the submission of a claim with original receipts attached. Amounts above R/N\$ 1,000.00 will require verbal/telephonic approval from the supplier on-road assistance – numbers provided in your rental pack. Should approval not be obtained the claim may be disputed.

Should a call-out fee be charged by a supplier to replace a tyre, approval must be obtained from your collection branch. Should permission be granted by the supplier for an overnight stay in a lodge, due to repairs, a maximum allowance of R950.00 per night per vehicle is granted for a maximum of one night in South Africa, and two nights outside of South Africa.

Should a replacement vehicle be required due to a mechanical fault not due to negligence, the supplier will replace the vehicle within 24 hours in South Africa and 48 hours outside of South Africa, at no extra cost to the renter.

KEYS

The supplier must be informed of keys lost or locked inside a vehicle. The replacement or recovery of keys is for the renter's account. The supplier 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.

TYRES

The renter is responsible for the repairing of flat or punctured tyres. The driver should not exceed the road traffic ordinance speed limits of 120km/h on tarred roads, and 80km/h on gravel/sealed or corrugated roads. For your safety, the Supplier recommends a speed of 100 km/h on tarred roads, and 60 km/h on gravel/sealed or corrugated roads, and 40km/h in National Parks. Tyres get hot and pressures increase at higher speeds. Tyres are then susceptible to damage especially on uneven surfaces. When replacing a tyre, please ensure that it is of the same brand, size and ply rating as that of the damaged tyre. Reconditioned, second-hand or re-treaded tyres are NOT acceptable. The renter is required to check the tyre pressure when the tyres are cold (i.e. not after travelling for more than 10km), at

regular intervals. All tyres should be checked, including spares. Minimum tread requirement is 4mm which is within the South African Road Ordinance limits of 3mm.

TRACKING

All vehicles are fitted with SABS approved tracking devices. Tracking is monitored in all Southern Africa destinations as allowed by the supplier. The supplier reserves the right to repossess the rental vehicle at any time if it found illegally parked, being used to violate the law or appears to be abandoned and if the renter is in breach of any terms or conditions of the rental agreement.

INFRINGEMENTS

The renter is liable for all fines and penalties in relation to the driver's use of the vehicle or the vehicle itself incurred during the rental period plus an administration fee of ZAR/N\$250 for each infringement or penalty notice that has been redirected by the supplier to the renter.

CANCELLATION / NO-SHOW PENALTIES

Fees in percentage of total rental amount. Cancellation fees are levied on all reservations made up to 7 days before collection.

25 days before collection	:	0%
24 – 8 days before collection	:	0%
7 days to day of collection	:	25 %

The renter needs to contact Drive South Africa (during office hours 08h30-16h30 Monday to Friday) to advise of cancellation. No cancellations will be attended to after hours, over weekends or Public Holidays.

Cancellations received outside of these specified office hours will only be actioned on the next working day and Cancellation Penalties will be applied according to the date received and actioned by Drive South Africa

MANDATORY FEES

Mandatory fees are applicable to all rental contracts or as applicable. Extra equipment is to be booked at time of reservation or can be requested on collection if required and subject to availability. These requests incur a rental costs. Details as below:

MANDATORY ITEMS	CHARGE
Contract Fee	R/N\$ 150.00 per rental
eToll / Admin Fee (charged on all departures or returns in/from Johannesburg. This includes secondary depots – deliveries and/or returns.)	R/N\$ 500.00 per rental
After Hours Surcharge (for all departures/returns outside normal office hours and on request) Refer to Office Hours.	R/N\$ 500.00 per collection / return
All Claims Admin Fee (payable on claim submission)	R/N\$ 500.00
Traffic Fine Admin Fee (Payable if a fine is levied)	R/N\$ 250.00
Transfers between 25km and 70km of the depot	R/N\$ 400.00
EQUIPMENT & EXTRAS	CHARGE
Baby / Child Seat	R/N\$ 250.00 per seat per rental
Cross Border Documentation (per rental agreement)	R/N\$ 650.00 per rental
Additional Driver (from driver #3)	R/N\$ 200.00 per driver

GPS	R/N\$ 50.00 per day to a max of R750.00 (15+ days)
Spare Wheel / Tyre on Single/Double Cab on SUVs	R/N\$ 1,000.00 per rental
Compressor	R/N\$ 500.00 per rental
ONE WAY / DELIVERY OR COLLECTION	
A fee is charged for any rentals that require a one way drop off or collection between primary depots. A fee is charged for any rentals that require a delivery or collection between a primary & secondary depot or a secondary and secondary depot.	

SUBSTITUTIONS

If, for reasons beyond our control, the reserved vehicle is not available, the supplier reserves the right to substitute a comparable or superior vehicle at no extra cost to the renter to any form or refund.

TAXES & CURRENCY FLUCTUATIONS

All charges include 15% VAT in South Africa, 12% in Botswana and 15% VAT in Namibia. All rates are quoted in ZAR and N\$. Neither Drive South Africa nor the supplier is responsible for any currency fluctuations that may occur in any transaction. Terms & Conditions are subject to change in accordance with changes in government taxes.

GENERAL

Any claims or legal action in connection with the provision of services to the client will be governed by the laws of South Africa/Namibia or Botswana. Any claim or legal action against the suppliers is likely to be subject to the terms and conditions of our contracts with them.

- Towing is not permitted under any circumstances, except with a Toyota Fortuner and then a disclaimer for liability will be signed.
- Locations within South Africa are charged at South African vehicle daily rates.
- Locations outside South Africa (except Botswana) are charged at Namibia vehicle daily rates.
- The information provided is subject to change without notice.

ALL RIGHTS RESERVED;

Rates and terms and conditions of rental may be subject to change.

TRAVELLING TO SOUTH AFRICA WITH CHILDREN – NEW VISA REGULATION

Effective 01 June 2015 *New regulations for children travelling to & from South Africa.*

Effective travel date from 01 June 2015, regardless of the time of booking, all minors under 18 years of age travelling to and from the Republic of South Africa, have to present additional documents which were not needed until now. These new regulations apply to all travellers, regardless of their nationality. They were promulgated (set out) in terms of the South African Immigration Amendment Act of 2010 and define children as persons under the age of 18.

It is the responsibility of passengers to ensure their children have the correct documentation or risk being denied boarding. The new law will be enforced by airlines and immigration officials across the board (land, sea and air).

REQUIRED DOCUMENTATION:

- When both parents are travelling with a child, they need to produce an unabridged birth certificate that shows the names of both parents. In cases where the certificate is in a language other than English, it must be accompanied by a sworn translation issued by a competent authority in the country concerned.
- When a child travels with only one parent, additional documents should include an affidavit in which the absent parent gives consent for the child to travel, a court order granting full parental responsibilities or legal guardianship of the child, or the death certificate of the absent parent. The affidavit should be no more than three months old, from date of travel.
- In the case of a child travelling with a person other than a parent, the unabridged birth certificate must be supplemented by affidavits from the parents or legal guardians confirming that the child may travel with that person, copies of the identity documents or passports of the parents or legal guardian, and the contact details of the parents or legal guardian.
- Similarly, a child travelling as an unaccompanied minor would have to produce the unabridged birth certificate, proof of consent from both parents, or legal guardian and contact details, plus documentation relating to the person receiving the child in the Republic. The latter documentation should include a letter stating the person's contact details and residential address and contact details where the child will be residing, plus a copy of his or her identity document, passport or residence permit.

All documents must either be original or certified as true copies of the original, by a competent authority. Documents not in English must be accompanied by a sworn translation. For more information

<http://www.dha.gov.za/files/Brochures/Immigrationleaflet.pdf>

<http://www.drivesouthafrica.co.za/child-visa-checklist/>