



Rental Agreement Terms & Conditions (2025)

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1. Parties & Basic Details

1.1 Rental Company (“GR” or “Go Rent”)

CT Go Rent Sustainable CC, a registered closed corporation in Namibia
(Registration Number: CC/2021/04371)

1.2 Client (“you” or “the Client”)

The individual who signs this Agreement, responsible for:

- Paying all rental fees, insurance waiver fees, penalties, and fines.
- Ensuring compliance with all terms of this Agreement (including obeying stated speed limits and avoiding restricted areas).
- Supervising and being liable for the conduct of any additional drivers and passengers.

Client Information

- Full Name: _____
- Passport Number: _____
- Driver’s License #: _____
- License Expiry Date: ____ / ____ / ____
- Vehicle Fleet No.: _____
- Vehicle Registration: _____
- Rental Dates: From ____ / ____ / ____ to ____ / ____ / ____

1.3 Additional Drivers

Only the individuals listed below are permitted to drive the Vehicle (in addition to the Client). Each additional driver must hold a valid driver’s license and is bound by all terms of this Agreement.

Additional Driver 1

Name: _____
License #: _____
Expiry Date: ____ / ____ / ____

Additional Driver 2

Name: _____
License #: _____
Expiry Date: ____ / ____ / ____

Additional Driver 3

Name: _____
License #: _____
Expiry Date: ____ / ____ / ____

Client Responsibility

The Client remains fully liable for any breaches of this Agreement by any additional driver. Violations, damage, or penalties caused by an additional driver will be charged to the Client.

Insurance Coverage

All additional drivers are subject to the same insurance terms, limitations, and rules (e.g., speed limits, restricted areas) as the Client. Any action by an additional driver that would void insurance or incur a penalty will be treated as if the Client committed it.

Proof of License

Each additional driver must present a valid driver's license (meeting local requirements) at vehicle pick-up. GR reserves the right to refuse or disqualify an additional driver who does not meet these requirements.

2. Insurance Options & Security Deposits

Please select one (1) insurance cover option below:

- ☐ **Option 1 – Basic Cover (N\$150/day)**
 - **Security Deposit:** N\$30,000 (blocked on Client's Visa/MasterCard credit card).
 - Released 7 days after Vehicle return if no damage/accident occurs.
- ☐ **Option 2 – Extended Cover (N\$300/day)**
 - **Security Deposit:** N\$15,000 (blocked on Client's Visa/MasterCard).
 - Released 7 days after Vehicle return if no damage/accident occurs.
- ☐ **Option 3 – Zero Excess Cover (N\$450/day)**
 - **No Security Deposit** required.
 - **Important:** Zero Excess Cover is **not** equivalent to “all-risk” or “full coverage.” Exclusions still apply.

Optional Add-On

- ☐ **Tyre & Windscreen Cover (N\$150/day)**
 - Covers repair/replacement for **up to 2 tyres** and **1 windscreen**.
 - **Rims and side mirrors are excluded** from this cover.
 - Any further tyre/windscreen damage is your responsibility.

(Note: Regardless of which option is selected, certain events and damages are never covered – see Section 3 and Section 5.)

3. Vehicle Insurance Exclusions

Regardless of your selected insurance option, **the following are never covered by insurance**. The Client will be fully responsible (liable) for all costs if these occur:

- **Windscreen, Windows & Mirrors**
- **Excessive Scratches** (paint/body beyond normal wear)
- **Rims & Tyres** (unless within Tyre & Windscreen coverage limits)
- **Sandblast/Sandstorm Damage**
- **Single-Vehicle Accidents** (e.g., rollovers, collisions with animals/objects, no 3rd party)
- **Stationary Objects** (walls, poles, trees, etc.)
- **Lost/Damaged Camping Gear** (including rooftop tents, fridges, accessories)
- **Negligence/Misuse** (see Section 5.2 for void conditions)

(See Section 5.1 for a more detailed list of events/damages excluded.)

4. Terms & Conditions

4.1 Definitions

- **Vehicle:** The rental vehicle (including all tools/tyres/equipment) owned by GR under this Agreement.
- **Vehicle Checklist:** Inspection form detailing condition at pickup/return, signed by Client & GR.
- **Designated Drivers:** Client + additional drivers named in Section 1.3.

4.2 Rental Period & Return

- **Late Return:** If the Vehicle is returned after the agreed end date/time, you pay the daily rental rate **plus N\$3,500 per extra day** (or part thereof).
- **Early Return:** No refund or credit is given if you return the Vehicle before the rental period ends.

4.3 Single-Vehicle vs. Third-Party Accidents

- **Single-Vehicle Accident:** Any accident involving just the rented Vehicle. You must obtain a **police report within 24 hours**; otherwise, no insurance claim can be processed.
- **Third-Party Accident:** Collision with another vehicle, person, or property. A police report is also required.

4.4 Excess & Penalties

- **Excess:** The portion the Client pays for repairs/loss, based on the chosen insurance option.
- **Penalties:** Additional fines for speeding, driving in no-go zones, or other contract breaches (see Section 5.2 & 6).

4.5 Southern Africa Insurance Note

Namibia/Botswana (and other nearby countries) do **not** require comprehensive vehicle insurance by law. Many local vehicles carry no coverage at all. Accordingly, GR's coverage has specific exclusions and rules—**strict compliance** is required to remain insured.

5. Detailed Exclusions & Client Responsibilities

5.1 Events Not Covered by Insurance

Insurance **does not cover** any damage, loss, or costs due to:

- **Unauthorized Areas** (outside Namibia or in prohibited zones without permission)
- **Night Driving (Off-Highway)** (accidents after sunset in wilderness areas)
- **Expired Rental Period** (no coverage after your contract ends unless extended)
- **Burn Damage** (cigarettes, open flame)
- **Roof/Bonnet/Doors Misuse** (standing on them, heavy loads)
- **Rollovers** (overturning the Vehicle)
- **Side Windows & Mirrors** (always excluded)
- **Tyre Damage** (potholes, blowouts—unless partly covered by Tyre & Windscreen)
- **Driving Through Water** (above axle depth)
- **Sandstorms** (wind-blown sand damage)
- **Personal Belongings** (theft or loss of your items)

- **Interior Damage** (beyond normal wear)
- **Rooftop Tent Misuse** (driving with it open)
- **Camping Equipment** (loss/damage to gear)
- **Mechanical Misuse** (clutch/gearbox from negligence)
- **Undercarriage/Body** (off-road collisions, ignoring obstacles)
- **Lost Keys** (N\$6,500 + any travel costs)

5.2 Void Insurance Conditions

All coverage (including Zero Excess) is **null and void** if any of these occur:

1. **Speeding** beyond:
 - Town: 60 km/h
 - Gravel: 80 km/h
 - Highways: 110 or 120 km/h (check local limit)
 - Safari 8-seater: 100 km/h
 - 4x4 High Range: 60 km/h
 - 4x4 Low Range: 20 km/h
2. **Alcohol/Drugs**: Driving under influence
3. **Invalid License**: Expired/suspended or not recognized
4. **Unmarked Roads**: Sand dunes, beaches, off-piste tracks
5. **Water**: Driving into rivers, swamps, sea, flood areas
6. **Ignoring Traffic Signals** (red lights, stop signs)
7. **Towing** any trailer or vehicle
8. **Night Driving** off main public roads
9. **4x4 Misuse** (using 4x4 on tar/hard surfaces, ignoring recommended usage)

Once voided, the **Client is liable for all damage** in full.

5.3 Tracking & Speeding Penalties

- **GPS Tracking**: The Vehicle has GPS for speed/location data; you consent to this monitoring.
- **Speeding Fine**: N\$1,500 per incident if you exceed the contractual speed limits.
- **Traffic Fine Handling**: If you receive an official traffic fine, you pay it plus a N\$450 handling fee.

5.4 Theft of Vehicle

Theft is only covered if:

1. You parked securely,
2. Locked the doors/windows,
3. Retained the **original keys**, and
4. Obtained a **police report within 24 hours**.

Otherwise, theft coverage is void and you pay the Vehicle's replacement cost.

5.5 Tyre Damage Procedure

- **Repair or Replace**: Fix a puncture or buy a matching tyre.
- **Notify GR**: Let us know immediately.
- **Tyre Cover**: If you have Tyre & Windscreen coverage and remain within its limits, we'll refund or arrange replacement. Additional tyre damage is your cost.

5.6 Sandstorms

- **Slow Down:** or pull over safely if a sandstorm hits.
- **Insurance:** Excludes sandblasting damage to paint/glass.

5.7 Police Reports

A **police report within 24 hours** is mandatory for any accident or theft. Failing that, **no insurance** coverage applies.

6. Restricted “No-Go” Areas

You **must not** enter the following without **written approval**:

- **Namibia:** Van Zyl’s Pass, Khaudum, Sandwich Harbour, Sperrgebiet, Skeleton Coast north of Möwe Bay, remote Damaraland backcountry, Diamond Coast/Bogenfels, or off-piste dunes near Walvis Bay/Swakopmund.
- **Botswana:** CKGR, Moremi/Okavango Delta (extra deposit needed), Savuti, Makgadikgadi, Nxai Pans, or cut-lines/hunting areas with no roads.
- **South Africa:** Must submit itinerary for approval.
- **Zimbabwe:** Only Vic Falls with prior written approval.
- **Angola, Zambia, or any other** country not explicitly authorized.

Penalty: If GPS shows you entered these areas, a **N\$30,000 minimum fine** applies, and insurance is void.

7. Consequential Damages (Loss of Use)

If you **decline** insurance, you also pay the Company’s **loss of rental income** if the Vehicle is out of service for repairs—charged at the daily rate, up to 60 days maximum.

8. Breakdowns, Towing & Claims Handling

- **No Towing by Client:** You cannot tow or pull anything; call GR if you break down.
- **Client Pays** if breakdown or damage is uninsured/excluded.
- **Approved Recovery:** Only GR-approved companies.
- **Claims Handling Fee:** N\$5,000 for each insurance claim (insurer’s fee).

Always contact GR right away in any accident/breakdown. **Unapproved** towing/repairs may invalidate coverage.

9. Additional Indemnification & Liability Protection

9.1 Assumption of Risk

Driving in Namibia/Botswana/etc. has inherent risks (remote areas, wildlife, extreme conditions). By renting, you **voluntarily accept** these risks.

9.2 Indemnity & Hold Harmless

You agree to **defend, indemnify, and hold harmless** CT Go Rent Sustainable CC from all claims, losses, or legal actions arising out of:

- Your or an additional driver's use of the Vehicle,
- Any breach of this Agreement or violation of law,
- Death/injury/property damage caused by your negligence or misconduct.

9.3 Release of Liability

You release GR from liability for personal injury (including death) or property damage unless mandated by law (i.e., not from GR's gross negligence).

9.4 No Consequential Damages

GR is not liable for indirect or special damages (lost profits, missed flights, etc.). Any liability is limited to direct damages as per this Agreement.

9.5 Client Responsibilities

- **Driving Competence:** All drivers must be qualified/fit (esp. for manual transmissions if applicable).
- **Obey Laws:** Follow traffic regulations and these Terms or risk voiding insurance.
- **Pre-Rental Inspection:** You confirm the Vehicle's condition upon pick-up; later damage is presumed to occur during your rental.

9.6 No Agency

Nothing here creates an employer-employee or principal-agent relationship. You act on your own behalf.

9.7 Governing Law & Severability

Namibian law governs. Disputes may be heard in the Magistrate's Court or High Court. If any provision is invalid, the rest remain effective.

9.8 No Sublet / No Cession

The Client **may not** cede or assign any rights or obligations under this Agreement, nor sublease or part with possession of the Vehicle, its tools, or any portion thereof to a third party. If the Client attempts to do so, they remain fully liable for all obligations and damages.

9.9 Child Seats & Accessories Disclaimer

If GR provides any **child seat** or other accessories (e.g., GPS, fridge, roof rack):

- These items are supplied "as is" for your convenience.
- The Client is responsible for verifying correct installation and safe use.
- GR disclaims all liability for any injuries, losses, or damages related to such accessories or how they're installed/used.
- By using them, you assume full responsibility for their performance.

9.10 Entire Agreement & No Variation

This document (and any signed addenda) form the **entire agreement** between the parties regarding this rental. No other statements, representations, or agreements bind either party unless stated in writing and signed by an authorized Go Rent representative. No waiver or variation of these terms is valid unless in writing and signed by Go Rent.

9.11 Credit Checks & Default

You consent that Go Rent may:

- Conduct a **credit check** on you with one or more credit agencies, which may keep a record.
 - Record any payment defaults with those agencies, which can share such records with third parties.
 - Disclose relevant personal or additional information arising from this Agreement to any credit bureau or person if needed for recovering amounts due or enforcing our rights.
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10. Other Conditions

- **Fuel:** Return the Vehicle with a full tank or pay N\$250 plus the cost of fuel.
 - **Cleanliness:** If returned excessively dirty, a valet fee of N\$1,750 applies. Heavy scratches may incur a N\$3,500 polishing fee.
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11. Return & Refunds Policy

11.1 Subject to Availability

All rentals depend on vehicle availability. There is **no guaranteed replacement** if your reserved vehicle is unavailable. If Go Rent can't supply the booked vehicle, a refund may apply, but no liability for extra costs.

11.2 Replacement Vehicles

If damage is **not** covered by insurance or is excluded, Go Rent may, at its sole discretion, provide a replacement vehicle if available. Delivery/collection charges may be borne by the Client.

11.3 Refunds for Unavailability

If Go Rent cannot provide a booked vehicle at the start, any amounts you've paid are refunded within 30 days. Go Rent isn't liable for indirect losses (e.g., hotels, flights).

11.4 Cancellation by Client

- **>18 days before pick-up:** 10% admin fee (90% refund of paid amounts).
- **18 days:** 50% deposit non-refundable.
- **12 days:** 75% deposit non-refundable.
- **5 days or less:** 100% deposit non-refundable.

(If you paid in full, these percentages apply to your deposit portion or total paid.)

11.5 General Provisions (Cancellations & Refunds)

- **Written Notice:** All cancellations/refund requests must be in writing.
 - **Refund Method:** Usually via the same payment channel used.
 - **No Waiver:** This policy doesn't override other terms.
 - **Force Majeure:** External events beyond our control can affect supply/refunds.
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12. Signatures & Agreement

I, _____ (Client Name), confirm that I have **read, understood, and agree** to these Terms & Conditions in this Rental Agreement.

Date & Place Signed: _____ on ____ / ____ / _____

Client Signature: _____

For and on behalf of CT Go Rent Sustainable CC

Name: _____

Signature: _____