



Ngonyama Camper Rentals [Pty] Ltd

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"Show your style and class and rent a luxury off-road caravan, trailer and accessories from us"

DATE: [.....]

BOOKING FORM

CONTRACT No	NCR.....
DATE OF OUTING:	[]
Details of tour/safari: [exact details as we need to issue vehicle permissions for cross border excursions]	[]
PERIOD REQUIRED:	[]
NAME OF CUSTOMER:	[]
I.D. Number:	[]
Nationality:	[]
Passport number: [& place of issue]	[]
Driver's Licence No & place issued:	[]
Driver's Licence code:	[]
POSTAL ADDRESS:	[]



WORK ADDRESS & employers details:	[]
HOME ADDRESS:	[]
TEL NUMBER [home]:	[]
TEL NUMBER [work]:	[]
CELL NUMBER:	[]
FAX NUMBER:	[]
E-MAIL:	[]
TOWING VEHICLE DETAILS:	[]
Make & model:	[]
Registration no:	[]
Colour:	[]
Petrol/diesel:	[]
Tow bar fitted & standard trailer plug:	[Yes / No]
Brad Harrison Electrical plug fitted for charging of battery in trailer or caravan:	[Yes / No]
BANK DETAILS:	[]
Bank name:	
Branch :	
Branch code:	
Acc No:	
CREDIT CARD DETAILS:	[]
Type of card:	
Master / Visa (we do not accept Diners or Amex)	
Card no:	
Expiry date:	
EMERGENCY CONTACT number of friend / family:	[]



Name & Address:	
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NB: This document will also serve as an authorization to debit the deposit against the credit card/s of the Lessee/s [hirer] as stated above. This will also be the authorization to debit the said card/s with any costs of replacement of the goods or the recovery thereof and any damages including the rental amount per day in any event of late return of the goods as provided for in this agreement.

NB: to confirm a booking of a caravan/trailer and/or goods, a booking fee of 30% [non refundable] of the total rental for the period is required.

No caravan, trailer or rental goods will leave our premises until the full rental and excess deposit is paid.

The following terms and conditions will apply at all times:

RENTAL AGREEMENT

Whereby the Lessor ["Ngonyama Camper Rentals"] lets to the Lessee["the hirer"] who hires the goods ("the goods") described in the schedule hereunder subject to the terms and conditions recorded herein and the terms and conditions attached.

Description of goods:

Excess deposit: [cash / credit card / bank cheque **NB no exception**] as per rates card R [_____]

Booking Deposit for fthe period of the rental 30% R [_____]

Rental amount as per price list R [_____]

Return date for goods: [.....] before 10:00 on the date after the rental expires [NO pickup or drop-off on SUNDAYS, public holidays or long weekends with public holidays]

SIGNED at [.....] on this [.....] (Day, month, year).

As witnesses:

1.....

2.....

(Signature of witnesses)

For NGONYAMA CAMPER RENTALS
(Signature of Lessor)

As witnesses:

1.....

2.....

(Signature of witnesses)

(Signature of hirer/ lessee)



TERMS AND CONDITIONS:

All prices are quoted in South African Rand. Rates as quoted in our brochures are subject to change without notice.

PAYMENT: Bank: STANDARD BANK, South Africa – Castle Walk branch - account no: 411374974, branch code: 014-645, .Account name: Ngonyama Camper Rentals Pty Ltd. All payments to Ngonyama Camper Rentals must be made by cash or valid credit card, electronic fund transfers [EFT] or travellers cheques.

DURATION OF RENTAL: The minimum rental is 3 days. In calculating the number of days, the day of collection is counted as day one of the rental regardless of collection time. The day of return is counted as the final day.

HOURS FOR PICK-UP & DROP-OFF: Our hours are: Monday to Friday from 8.00am to 4.30pm.

INSURANCE: NCR's vehicles are comprehensively insured and the prices quoted include insurance, a damage excess as quoted will be levied against the hirer's credit card on an authorization basis only [or cash or travellers cheques as the case may be] and for other goods as described on our rates card which will be cancelled once all the goods are returned to NCR in good order. The customer shall be liable for all loss or damage in the event of the insurance company failing to compensate NCR for losses due to actions of the customer.

Notwithstanding anything to the contrary the Hirer shall remain liable for all tyre damage, [applicable to vehicles only] and all damages and/or loss to any vehicle, goods or its contents including for the period that any of the goods are not being capable of being rented out.

EXCLUSIONS: The hirer will be fully liable for any damage to the Ngonyama Camper Rental vehicle [including losses for not being able to rent out the goods until repaired or replaced] or third party vehicle / property if:

- The terms of the rental contract are breached.
- Damage to the vehicle is caused by careless, wilful or reckless driving.
- Driving under the influence of drugs or alcohol.
- Driving on restricted roads.
- Water submersion or salt-water damage is caused.

In case of any damage to the Ngonyama Camper Rental vehicle or third party vehicle / property a second or further excess will be collected to cover the excess for any subsequent damage as provided for in terms hereof.

ACCIDENTS/DAMAGE: Should the rental vehicle or goods be involved in an accident/loss and is not towable or driveable [as the case may be] , a replacement vehicle or goods, if available, may be collected from Ngonyama Camper Rentals. Should the hirer require a replacement vehicle or goods to be delivered, such charges will be for the hirer's account. The hirer is responsible for the recovery of the damaged vehicle or goods to the original rental depot. Should the hirer be unable or unwilling to take a replacement vehicle or goods, no refunds for early termination of the contract will apply. No refund of rental days lost will be considered during the period in which a replacement vehicle or any accessories or goods are being organised. In the event of the Hirer continuing with a replacement vehicle/goods a new rental agreement will be entered into and new insurance conditions will apply. Ngonyama Camper Rental reserves the right to apply the above conditions as they deem fit. It is not permitted to transport any person or animal in the rented vehicle.

INFRINGEMENTS: Ngonyama Camper Rental reserves the right to charge the hirer for any traffic fines, associated administration costs and / or accidents including third party vehicle / property damage not reported on the return of the vehicle.

OVERLOADING: In the case of vehicles rented, it shall be the responsibility of the customer not to overload the rented vehicles. Any damage caused by overloading will be claimed from the customer.

EXCHANGE RATE / CURRENCY VARIATIONS: All credit card transactions are conducted in South African Rand. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. Ngonyama Camper Rental accepts no liability for any variances up or down.

CREDIT CARDS: Ngonyama Camper Rentals accepts the majority credit cards. In the event of a credit card being presented as payment, the credit card holder will be jointly and severally liable as a customer.

LICENCE: A valid non-endorsed driver's license is required - international license is preferred for the driver of the towing vehicle in the event of a caravan or trailer hire.

ROAD RESTRICTIONS: Vehicles/goods may be taken into South Africa's neighbouring states [for which NCR shall issue the necessary Border Letters] but are not allowed into Angola or Uganda. All insurance cover is void if vehicles enter prohibited areas Ngonyama Camper Rental reserves the right, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions, political situations or any other reason.

REPAIRS: Emergency repairs of up to R1 000 may be effected without authorization and will be reimbursed upon presentation of receipts. When over R1 000 such repairs to be done only on Ngonyama Camper Rentals approval.

CLEANING OF VEHICLE/EQUIPMENT: In the event of the vehicle and/or equipment and/or linen being returned to Ngonyama Camper rentals in a very dirty condition a cleaning levy of R150 will be charged.

RECOVERY CHARGE: In the event of Ngonyama Camper Rentals be compelled to recover any vehicle or goods a recovery charge of R15,00 per kilometre will be levied plus costs of accommodation for their staff should the recovery take longer than 24hours.

CHANGE OF VEHICLE/GOODS: Ngonyama Camper Rental reserves the right at any time to substitute a comparable or superior vehicle should the requested vehicle or any of the equipment and/or accessories not be available due to unforeseen circumstances. This shall not constitute a breach of contract and does not entitle the hirer to any refund.



CANCELLATION FEES: If cancelled before 45 days prior to pick-up = No charge. If cancelled between 44 – 30 days before pickup = 30%. If cancelled 29 -15 days prior to pick-up =50% of gross rate. If cancelled 14 - 0 days (no show) = 100% of gross rate [i.e. customer shall be liable for the full contract price] If vehicle is returned early for any reason = no refund

TAXES: 14% VAT is excluded in gross rates. Above prices are subject to change in accordance with changes in government taxes.

PETS: No pets are permitted in our vehicles.

NO SMOKING: It is not permitted to smoke in our vehicles or light a candle or similar device in our vehicles.

DISCLAIMER: Illustrations and text in any of Ngonyama Camper Rental's brochures are only a representation of the vehicle and/or the equipment or accessories depicted. Variances in the vehicle(s) , equipment or accessories offered for rental could occur due to modifications and / or upgrades to the vehicle design etc.

LATE RETURNS: All late returns will incur a penalty at rate plus 50% per day for every day that the vehicle or goods is late. It will be regarded as a late return for every day that the goods are being repaired or for delays in replacing it, thus making the goods non-rentable.

COSTS: All stamp duty payable on this agreement as well as any accompanying suretyship or other collateral documents is payable by the hirer on demand. All costs and disbursements including legal costs on the attorney and client scale incurred by Ngonyama Camper Rentals: in recovering possession of the goods/vehicles [as the case may be]; and/or in tracing the hirer or the goods; and/or in disposing of the goods; and/or in collecting or endeavouring to collect any amounts due in terms hereof are payable by the hirer on demand including collection commission, selling commission, dismantling and removal charges, costs of repairing and restoring the goods to their former condition, the costs of storage and all like charges.

JURISDICTION: The hirer hereby consents to the jurisdiction of the magistrate's court having jurisdiction over his person in respect of all legal proceedings connected with this agreement, notwithstanding that the amount of the matter in dispute exceeds the court's jurisdiction. Notwithstanding the foregoing the Lessor shall be entitled to institute proceedings against the hirer in the division of the High Court having jurisdiction in the matter.

PROOF OF AMOUNTS DUE: A certificate signed by any manager, accountant or director of the Ngonyama Camper Rentals whose capacity and authority need not be proved is prima facie proof of the matter of evidence stated therein in regard to any amount owing by the hirer and the finance charge rate applicable.

DOMICILIUM: The parties hereby choose domicilium citandi et executandi for all notices and processes at their respective home addresses as given at the beginning of this agreement. Any notice of any change of address must be given in writing by the party concerned and delivered by hand or sent by registered mail to the other party. The address so notified then becomes the domicilium citandi et executandi. In the event of either party indicating a telephone facsimile number in the schedule hereto or in the credit application form, the parties agree that unless the contrary is proved any notice sent by telephone facsimile is deemed to have been received on the day of dispatch thereof.

LAW TO APPLY: This agreement is in all respects governed and construed in accordance with the laws of the Republic of South Africa.

The inventory and rates card of the caravan [vehicle] and/or goods attached hereto will form an integral part of this agreement.

INDEMNITY: The signatory on behalf of the hirer and in his personal capacity hereby acknowledges the fact that the caravans [vehicles] and/or goods rented in terms hereof may be transported by them to remote areas and in off-road conditions and are aware of the fact that there may be hazards and/or dangers involved with these activities or associated activities and hereby on behalf of myself/hirer, my/its heirs, administrators or assigns hereby indemnify and hold harmless Ngonyama Camper Rentals and/or its agents, employees and/or its tour operators/organizers from any liability or damages or delays or inconvenience or accident or any cause arising whatsoever.

COST OF REPLACEMENT, DAMAGES AND LATE RETURN OF GOODS: The hirer shall be liable for any damage or loss, howsoever caused, to the caravan, or the goods/equipment rented in terms hereof.

INDEMNITY: TRIP & TOURS: WHEREAS, The Lessor will willingly be participating in a WEEKENDER trip, tour or safari with Ngonyama Camper Rentals (hereafter referred to as NCR) meeting / outing, The Lessor acknowledge that in participating in these activities he/she/they shall be subjecting themselves, their passengers and their vehicle to danger and the possibility of personal injury, loss of support and / or the loss of life or passengers lives, and / or the loss or damage of personal possessions. NOW THEREFORE, I the Lessor do hereby acknowledge that I have freely and voluntarily accepted fully the risk to myself and do hereby on behalf of myself, my heirs, executors, administrators or assigns forever discharge, release and indemnify, hold harmless and absolve the NCR, their committee, member clubs and their members, land owners and any other person involved in the above activities even where such activities constitute a negligent act or omission of the part of NCR from any claim or claims of whatsoever nature prior to and including the date/s of the activities and particularly as a result of any activity of whatsoever nature in which NCR is in any way party to. .And I do further indemnify NCR against any claim or claims, which may be preferred against them by any other person or body arising out of my actions aforementioned, and in particular against claims made against NCR for any claim or claims preferred against them by my dependants. I acknowledge that I have given this indemnity form to each of my passengers and that they have accepted the conditions as set out above.

