

Terms and conditions

(1) INTERPRETATION

- 1.1 In this agreement, except in a context indicating some other meaning is intended.
- 1.1.1 The official rates brochure means: The official brochure or rental rates and other General information issued by Go West vehicle Hire from time to time and which is Current at the commencement of the rental period.
- 1.1.2 "Go West vehicle Hire means" ... Go West vehicle hire cc.
- 1.1.3 The "rental period" means the period from the time the vehicle is delivered at the Renters location until its return to Go West Vehicle Hire by the renter.
- 1.1.4 The "Renter" means: the person named as the renter in the rental form.
- 1.1.5 The "Renting location" means: the location from which the renter rents the vehicle.
- 1.1.6 The "Territory" means: Namibia
- 1.1.7 The "vehicle" means: the vehicle described in the rental form (including all tyres, tools, equipment, accessories in and on the vehicle at the renting location) and includes any replacements for the vehicle which has been officially authorized by Go West vehicle hire.
- 1.1.8 Reference to the rental form shall be the rental form forming the first part of this agreement and shall form part hereof.
- 1.19 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.
- 1.2 The headings appear for reference only and shall not influence the proper interpretation of this agreement.

(2) Renting

Go West vehicle hire rented to the renter who hires from Go West vehicle hire the vehicle on the terms and conditions of this agreement.

(3) Termination

Notwithstanding anything to the contrary elsewhere in this agreement Go West vehicle hire may terminate the agreement At any time by notice to the renter whereupon the renter shall forthwith return the vehicle to Go West vehicle hire. The obligations of the renter and the rights of Go West vehicle hire shall continue in effect until the vehicle has been Returned to Go West vehicle hire and the renter has complied with all those obligations.

(4) Delivery and Return

- 4.1 The renter shall take delivery of the vehicle at the renting location. The parties shall inspect the vehicle together and unless Renter has made any indication in writing on the rental form of any patent shortcoming, the vehicle shall be deemed to Have been delivered in good order and repair and without any damage to the paintwork, upholstery, and fittings unless The renter proves otherwise.
- 4.2 The renter shall at his own cost return the vehicle to Go West vehicle hire at the agreed return date/time specified Specified on the rental form or if this agreement is terminated at any time (for any reason) before then, the immediately After such termination.
- 4.3 The vehicle shall be returned to Go West vehicle hire in the same condition as received, fair wear and tear accepted and at the agreed return location specified or if not such location is specified, at the renting location from which the vehicle was hired.
- 4.4 Without derogating from any other term contained herein, Go West vehicle hire 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.

(5) Rental Charges

- 5.1 The rental charge payable by the renter for the use of the vehicle shall be the rental calculated for the whole rental period at The rates and on the basis specified and agreed with the renter as well as all other charges for the services or benefits opted for or utilized by the renter including but not limited to the charges for one way fee, delivery fee, collection fee, additional medical insurance and refueling where vehicle is returned with less fuel than when rented, each of which shall be subjected to 5.3 and all tax levied on any amounts shall be payable by the renter.
- 5.2 In determining the rental charges the distance travelled by the vehicle (where required) shall be determined from the vehicles odometer or if it is not possible for any reason by Go West vehicle hire on any other fair and reasonable basis and the renter shall be obliged to furnish all such information and assistance as Go West vehicle hire may reasonably require.
- 5.3 For that purpose if the renter received any service or benefit contemplated in this for which no basis of charging is specified, Then the renter shall pay a charge determined on the basis (if any) specified in the official rates brochures or if no such basis Is specified on Go West vehicle hire's usual basis then applied to it.
- 5.4 The renter shall also be liable for all fines, penalties and the like (including all legal costs incurred by Go West vehicle hire To 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 renter accordingly indemnifies Go West vehicle hire against all such liability.
- 5.5 All charges payable by the renter shall be payable in cash on presentation of an account.
- 5.6 If Go West vehicle hire has agreed to accept payment from the renter by credit card the renter's signature of this agreement shall constitute authority for the issuer of the card to debit him with the amount due.

5.7 All rates include maintenance and all, but do not include fuel, tyres and windscreen.

(6) Use of Vehicle

- 6.1 The vehicle may not be used for the conveyance whether of passengers or goods for reward, to proper 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, in any motor Sport, below the hightide watermark at the coast or in any pools or wet salt pans, through rivers or along riverbeds, in sandstorms , beyond the borders of Namibia (unless authorized by Go West vehicle hire in writing) or in any area in Namibia where there is or may be a risk of civil unrest, political disturbance or riot or any activity associated with any of the foregoing, in twilight, after sunset or before sunrise, except with the express [written consent of Go West Vehicle hire.](#)
- 6.2 The renter shall make adequate provision for the safety of the vehicle and in particular shall keep the vehicle properly locked and secured and immobilized and the burglar system (if any) activated when the vehicle is not in use

(7) The Driver

- 7.1 The vehicle may not be driven by anyone other than the renter himself or any other person indicated as a driver on the rental form.
- 7.2 The renter warrants that in any event the vehicle will not be driven by any other 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 license to drive the vehicle, and will comply with all applicable laws and will comply with the provisions of this agreement.
- 7.3 If the vehicle is driven by anyone other than the renter without derogations from anyrights or remedies which Go West vehicle hire may have, the renter shall remain liable for all his obligations in terms of this agreement and particular shall be liable to Go West vehicle hire as if he had been the driver and where the vehicle is not driven by a person referred to 7.1 the renter shall not be entitled to exercise any of the rights to which the driver may otherwise have been entitled to exercise in terms of this contract.

(8) Accident Insurance

- 8.1 The vehicle shall be at the sole risk of the renter throughout the rental period.
- 8.2 The renter shall be liable for any loss of, or damage to, the vehicle and any other expenses incurred in recovering the vehicle during the rental period howsoever the loss or damage is caused and whether or not it is attributed to his fault or negligence, provided that none of the situations or circumstances set out in 8.3 is applicable, the renters liability in respect of each incident giving rise to such loss or damage as the case may be, shall be limited to the [excess mentioned in the rental form.](#)
- 8.3 The renters liability shall not be limited if:
- 8.3.1 the loss or damage or the event giving rise thereto was caused by the fault or negligence of the renter or the driver(whether authorized or not) of the vehicle;
- or
- 8.3.2 the loss or damage or the event giving rise [thereto occurred in a situation where](#) no other vehicle or animal or object was involved and that such situations shall specifically include but not limited to circumstances as set out in relation to ["excess" in this agreement.](#) Damage caused as a result of the driver of the vehicle not adapting his/her speed to road conditions and damage occurring as a result Of the negligence of the driver: or
- 8.3.3 at the time of the occurrence of the loss or damage or the event giving rise thereto
- 8.3.3.1 the vehicle was being driven on a road which conditions were generally not suitable for the vehicle, or
- 8.3.3.2 the vehicle was being used for a purpose prohibited in terms of 6.1 or was being driven contrary to any other prvision of 6.1, or
- 8.3.3.3 the vehicle was being driven by a person not authorized to do so interms of 7.1 or 7.2 or
- 8.3.3.4 in the case of theft or loss or from damage to the vehicle the renter was in breach of 6.2 or
- 8.3.3.5 without derogating from any of the foregoing, the renter was in a material breach, or was committing a material breach of this Agreement; or
- 8.3.3.6 after the occurrence of the loss or damage or the event giving rise thereto the renter breaches any of the provisions of 9.
- 8.4 Accordingly where 8.3 is applicable the renter shall pay to Go West vehicle hire the cost of the repairs to the vehicle or if the vehicle or any part of it has been stolen or damaged beyond economic repair, the fair market value thereof before the damage occurred.

(9) Responsibility After loss or damage to vehicle

- 9.1 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 renter shall take every reasonable precaution to safeguard the interest of Go West vehicle hire , including but without being limit to the following, where appropriate:
- 9.1.1 he shall obtain the name and address of everyone involved and of possible witnesses;
- 9.1.2 he shall not admit any responsibility or liability nor release any part from any liability or potential liability nor settle any claim against or by any third party.
- 9.1.3 He shall notify the police and Go West vehicle hire as soon as possible and in any event within twenty four hours of the occurrence in question;
- 9.1.4 within forty-eight hours of the occurrence in question he shall complete and furnish Go West vehicle hire with the standard claim form which he shall be responsible for obtaining from Go West vehicle hire.
- 9.1.5 within forty-eight hours of any accident or theft or loss of or from the vehicle he shall submit a copy of his drivers license to Go West Vehicle hire;
- 9.1.6 he shall make adequate provision for the safety and security of the vehicle;
- 9.1.7 he shall co-operate with Go West vehicle hire in the investigation, the making and or / or defence or any claim action relationto the incident (including making of any affidavit if he is requested to do so).
- 9.2 If the renter is not the driver then without in any way [derogating from the renter's obligations in terms of this clause 9, the renter warrants that](#) the driver will do so.
- 9.3 The renter shall furnish to Go west vehicle hire (and if the renter is not the driver the renter shall procure that the driver furnishes to Go West vehicle hire) any notice of any claim, demand, summons or the like which the renter or the driver may receive regarding the vehicle.



9.4 The renter warrants that the information compiled in Go West vehicle hire claim form as referred to in 9.1.5 will be complete, true [and correct in](#) every respect.

(10) Exemption

Go West vehicle hire 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 of, 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 From the negligence of Go West vehicle hire, its agents or employees. Go West vehicle hire accepts no responsibility and shall not be liable for Delays occasioned by a breakdown or any other circumstances.

(11) General

- 11.1 This agreement shall be governed in all aspects by the laws of Namibia
- 11.2 No Agreement in variance with the provisions of this agreement shall be binding unless recorded in writing and signed by or on behalf of the renter And by or on behalf of Go West vehicle hire.
- 11.3 The renter agrees that Go West vehicle hire is entitled, but not obliged, in its discretion, to institute any action or proceedings for enforcing any of its rights under this agreement in the magistrates court, notwithstanding the amount in dispute, and the renter hereby consents to the jurisdiction of the magistrates court.
- 11.4 The renter shall not be entitled to cede any of his rights under this agreement to sublet or part with possessions of the vehicle, its tools, equipment or Or any part of it.
- 11.5 If Go West vehicle hire institutes any legal proceedings against the renter to enforce any of its rights under this agreement ha shall be entitled to recover From the renter all the legal costs it incurs to its own attorneys in accordance with their usual charges and assessed as between attorney and client.
- 11.6 If the renter enters into this agreement on behalf of any principle including any undisclosed principal, he shall be personally liable jointly and severally With his principal.
- 11.7 The renter chooses the address specified in the rental form as his domicillium citandi et executandi and any notice posted to him there be deemed to be received

Three days after it is posted [unless he proves the contrary](#).

[11.8 Go west vehicle hire reserves the right to substitute vehicles reserved with a similar vehicle should the reserved vehicle not be available at the time of hire.](#)

Renter Signature: _____

Renter Name in full: _____

Renter Current Adress: _____

Date: _____