



Common Rental Terms and Conditions (As Mentioned in the Rental Contract)

Please read this carefully.

Definitions and explanations

1.1 Unless the context clearly dictates otherwise, under this Agreement:

1.1.1 "Additional driver" refers to the extra driver listed in the rental agreement.

agreement to drive the car as officially authorized by the firm;

1.1.2 "Company" or "Vehicle Rental Company" refers to TYT TOURS AND CAR RENTAL CC, and or a service branch and department of vehicle service of TYT TOURS AND CAR RENTAL CC, registration number cc/2019/07425, legally authorized under Namibian laws,

the Republic of Namibia, as well as its agents, subagents, and licensees;

1.1.3 "Damage(s)" refers to actual expenses incurred for damage to the vehicle and/or third parties. hauling, moving, and storing the car, as well as fixing any damage (including rim and tire damage).

damage), changing components or accessories (without taking depreciation into account), or hiring a professional

to examine collision damage, make a report, and reimburse the expert (a bill, a job).

The card or quotation provided by the business will be regarded as evidence of any such outlay) or

Any additional expenses spent in connection with an occurrence of any kind, which includes a total loss, if appropriate;

1.1.4 A "day" is defined as a period of 24 hours (or any portion thereof), as determined by the time out as taken into account in the rental agreement;

1.1.5 "Driver" refers to the person listed as authorized by the rental agreement.

the corporation to operate the car;



1.1.6 "Extended Period" refers to any period of time that is rented after the mutually agreed-upon return date.

or at a period authorized by the Company and indicated on the Rental Agreement;

1.1.7 "Fuel Expenditures" refers to the costs associated with filling the vehicle's tank to the top;

1.1.8 The whole rental agreement delivered by the company to the renter is referred to as the "Rental Agreement/Contract" . as well as

To the renter, these general terms and conditions, as well as the damage report form, to the renter. Once the renter signs the rental agreement, it becomes legally binding.
an understanding between the parties;

1.1.9 "The rental period" means The period from the date the car is picked up by the "renter" until the Renter, as well as the rental agreement's termination date and time, if any, the time and date are added to the company's records to extend the term;

1.1.10 The term "Renter" refers to each individual whose name is included on the Rental Agreement as those who have presented a legitimate, publicly endorsed driver's license as a renter, driver, or additional driver to the company's rental agency, along with their identification and travel documents if necessary;

1.1.12 By "vehicle," we refer to the car stated in the rental agreement, along with all of its keys, tyres, and accessories. When the renter takes the vehicle, the tools, accessories, and documentation are inside and on the vehicle.

delivery of the car, as well as any replacements for the car that have been formally

Whether or not such a replacement was authorized or approved, it was authorized by the company.

by the renter.

1.1.13 When referring to a car, the term "total loss" means:

(a) Damages when the projected cost of repairs makes the vehicle, in the Company's sole and unwavering discretion, economically viable to repair; or (b) When the vehicle is stolen and/or lost, the amount of the total loss will be the retail value as determined by the insurance company the cost of a new item as it is or, if it is not, as it is not reflected in the Mead & McGrouther's publication.



vehicle, less any salvage, as supplied by the manufacturer as at the date of loss;

1.2 Pronouns of either gender must include the plural when the singular is used, and vice versa.

legal and juristic individuals, as well as those with visas, who are of the opposite gender and natural persons.

2. Leasing of the car

The renter hires the vehicle from the company in accordance with the terms and conditions.

as outlined here. Whether or not the renter was the one who was in control of the automobile or not.

3. THE VEHICLE'S DELIVERY

3.1 The moment the renter receives the keys is when the car is delivered.

3.2 If the car is found to be in good condition and free of any damage, it will be assumed to have been delivered.

including but not limited to, the paintwork, upholstery, and accessories (unless such damage is reported in writing under "vehicle condition report," with both parties' signatures, on the Rental Agreement). Any damage that is not so noted will be at the renter's expense.

4. VEHICLE USE

4.1 The car may only be used during the rental period or any additional time.

4.2 The renter acknowledges and accepts that any extensions recorded in the company's records shall be accurate. reflect for such a long time.

4.3 Only the renter, the driver, or the additional driver may operate the vehicle.

4.4 The car may not be utilized during the rental time if: (a) to facilitate the movement of travelers

(b) to move or tow any other vehicle (including any caravan or other vehicle used for a trailer without the company's prior written consent); (c) to carry products in violation of any (d) in any motor sport or other high-risk activity; or I in violation of customs regulations or in any other



unlawful manner. (e) outside of Namibia's boundaries without the company's prior written consent; (f) in any location where there is or may be a chance of riots, political upheaval, or other forms of civil strife any action connected to one of the aforementioned;

4.5 The renter, driver, and/or additional driver are required to make sufficient arrangements for the security and security of the vehicle, including but not limited to, the requirement that the vehicle be maintained correctly.

(2) fastened and immobilized; locked

4.6 The renter is responsible for keeping the car's keys in his possession at all times.

4.7 The renter is still in charge of making sure the car is running on the proper type of fuel. utilized during vehicle refueling;

4.8 The vehicle shall at all times remain the property of the rentee.

5. VEHICLE RETURNED

5.1 The renter is responsible for returning the vehicle to an authorized agent of

The company's return date, time, and position at the rental site agreed upon were recorded on the contract for renting.

5.2 The renter understands that failing to return the vehicle in accordance with the contract would be against the law, and the company could take it back wherever It can be obtained from anyone who has it and wherever it may be found. Any expenses related to the cost of retrieving the car and any additional rental days will be your responsibility as the renter.

5.3. If the vehicle is not returned in accordance with clause 5.1 above, any insurance coverage is void and null for the duration of the contract.

5.4 If the vehicle is not returned as stated in paragraph 5.1 above, it may be reported as stolen to the appropriate authorities.

5.5. The vehicle must be returned undamaged, in working order, and with normal wear, excluding wear and tear.

5.6 If the renter returns the car to one of the company's rental locations, they must:



5.6.1 Make sure the car is securely locked and locked; and

5.6.2. Give the keys to an authorized company representative or leave them in a

If the company's offices are not open, a drop safe is available there. able to do business.

5.7. The renter shall be liable for the vehicle and any risks associated with it until 6.

The return of the car has been noted by the company.

THE RENTER/DRIVER, 6.

6.1. Notwithstanding anything to the contrary included in this Rental Agreement, any person under the age of 23 or not in possession of a driver's license during the entire Rental of a driving permit good f.

6.2.The renter guarantees that: (1) no one with a blood alcohol level over 0.08 will ever operate the vehicle;

concentration is more than that allowed by any rule or regulation, (2) or while under the influence of any

under the influence of alcohol, a narcotic drug, or another comparable substance, (3) every driver of the

(4) will adhere to all traffic laws and regulations, will operate the car with a valid publicly endorsed driver's license,

(4) will abide by the requirements of this Rental Agreement, (5) all applicable laws.

6.3.If a driver other than the driver and/or additional driver operates the vehicle, regardless of any additional rights or remedies the company may have, the renter is nonetheless responsible for all such rights and obligations under this Rental Agreement as if he were driving the car.

6.4.The Renter represents and certifies that he is: (1) authorized and able to engage into this Rental Agreement;

(2) that all information provided to the company or noted on the rental agreement is accurate. and accurate.

RATES AND CHARGES FOR RENT

7.1. The renter is responsible for paying all fines, penalties, and related costs, including but not limited to those due to the use of the car during the rental time, to parking, traffic, and other offenses. and the renter hereby holds the company clear of any such liability.

7.2. Equipment such as camping gear, GPS units, car seats, and other items will be rented under the company's usual terms and conditions.

Payment 8.

8.1. The renter is not permitted to withhold or deduct any payments that are owed under the provisions of this agreement for any reason whatsoever.

8.2 The renter is still responsible for paying any and all unpaid or unresolved sums. by the card's issuer in full.

8.3 If the company has authorized the renter to pay with a credit card or charge card, The renter's signature on the rental agreement shall have the meaning

This would constitute consent for the company to seek consent and/or compensation. The card that was put on will also give the card's issuer permission to charge him the full amount outstanding. (including but not limited to any damage or loss suffered by the company).

8.4 Should the Renter return the vehicle to the Company prior to the deadline specified on the Rental Agreement, the Renter shall either pay the customary rates and charges rates and fees as if the entire rental term, or the time and/or miles actually used and/or kilometers, as determined solely by the Company.

8.5. In the event of a collision, theft, loss, or other occurrence, the extent of the damages, the full amount of the company's losses, as shown on the Rental Agreement, is due under the terms that the company, in its sole but reasonable discretion, imposes.

8.6. If a payment is not made by the due date, the company may, without limiting its other rights, charge interest on the loan subject to the terms of the applicable Namibian laws.

late payment.

8.7. A certificate from any company director, manager, or accountant in any capacity is not required. Any sum owing by the renter to the company that may be shown to constitute sufficient evidence. evidence of the owed sum.

NEGLIGENCE POLICY 9.

Any cancellation of the rental agreement must be communicated in writing to the company prior to the renter obtaining ownership of the car in accordance with the rental agreement.

9.2. For all cancellations, the following cancellation policy shall be in effect;

A full refund is given to the renter if requested for a cancellation at least 15 days or more before the rental date. The refund is processed only after 90 working calendar days of the cancellation date and time.

10. RISKS AND LIABILITIES OF THE RENTER

10.1. The renter is solely responsible for the vehicle's safety and maintenance (fair wear and tear excluded). From the time the renter receives the key and/or the vehicle until the company has recorded the vehicle's return in accordance with Article 5

10.2 The renter may be charged the real value of the loss or damage.
in its sole discretion of the company.

10.3 If the car is lost, stolen, or destroyed after one of these rules has been broken,

Under the provisions of this agreement, the renter shall be responsible for the complete loss and/or loss incurred by the company.

10.4 Insurance coverage is exempt from;

10.4.1 Total loss as a result of the driver's or renter's negligence;
Damage and/or total loss incurred while the renter and/or driver are in violation of any of the following:

applicable regulations (including those governing speeding);

Damage and/or total loss resulting from incidents that are not reported as planned, under 10.4.3 in sentence 11;

10.4.4. Damage and/or total loss incurred in cases when the incident occurs abroad

Unless prior written consent has been granted for the vehicle to leave the state in which it was hired, obtained from outside of such country;



10.4.5. Damage and/or total loss incurred if the vehicle is operated at any time by an unlicensed driver.

10.4.6. Damage and/or total loss resulting from the use of the vehicle in a way that jeopardizes the company's rights or interests therein, or both.

prohibited by clause 4, at the Company's exclusive discretion; Damage and/or total loss incurred when the driver lacked a valid license, according to 10.4.7

a driver's license that was not endorsed at the time the loss or damage occurred;

10.4.8. Damage and/or total loss incurred when the rental agreement is not extended if the rental time has ended and the tenancy has been authorized by the company;

10.4.9. Damage and/or total loss brought on by the car traveling along a road that

was deemed inappropriate for that vehicle in the sole but reasonable opinion of

of the Business;

10.4.10 If any person was operating the vehicle at the moment of damage or total loss. whose blood alcohol level was higher than the legal limit allowed by any law or while under the influence of alcoholic beverages, narcotics, or similar substances.

10.4.11 Off-road driving-related car damage (driving on a non-public road).

10.5. All fines and/or penalties accrued during the rental period are the responsibility of the renter. I hereby permit the company to provide any details needed by the pertinent authorities to transform it.

10.6. The company is not required to make, in spite of anything in this agreement,

initiate or pursue any claim the Company may have otherwise had against a third party. party to recover any loss or damage to the vehicle or in connection with it, and as a result, The Company shall be permitted to withdraw such claim or to, in its fair and reasonable judgment, resolve such a claim in any manner.

11.PROCEDURE IN THE EVENT OF A VEHICLE-RELATED INCIDENT

11.1. The renter and/or driver shall take all reasonable measures to protect the company's interests in the event that the vehicle is ever damaged, stolen, or lost. These measures include, but are not limited to: to, where appropriate, the following

11.1.1. He is required to inform the company as soon as he learns of anything.

of the incident and must do it within 24 hours of the incident in question.

Please provide the following information to the police in the closest town or jurisdiction:

company with an accident case number and a report;

11.1.2. He must get the names and addresses of all parties concerned, as well as any potential

Witnesses; He will not release any party from obligations or accept responsibility for anything.

nor resolve any claim or future claim brought by or against any person, nor accept any responsibility disclaimer;

11.1.4. He must make a reasonable effort to ensure the security and safety of the vehicle, and he must not, under any circumstances, leave the car;

He must cooperate with the business and its insurance provider during the inquiry, the making or the filing of any claim or lawsuit, as well as the opposition to any prosecution, claim, or lawsuit. pertaining to the incident (including, if required, producing an affidavit).

etc).

11.2. Without in any way lessening the renter's responsibilities, if the renter is not the driver, the renter is responsible for ensuring that the driver complies with clause 11 of the agreement. This ensures that the driver will follow through.

11.3 The renter must provide the company with the requested information within 24 hours after receiving it. Although the renter is not the driver, the renter must still make sure that the driver follows any claim notice,

demand, summons, or similar documents that the driver or renter may get in relation to the vehicle.

12. RENTER'S INDEMNIFICATION OF THE COMPANY

12.1 The Company and none of its officers, directors, or employees shall be responsible for any Loss or damage, including harm to items left in the car or transferred there, any loss of life, any loss or damage brought on by the setup or condition of a child safety seat, or any other



whether directly, indirectly, as a result of, or in any other way, any other accessory in and/or on the vehicle resulting from the vehicle the renter rented, as long as the loss or damage wasn't caused as a result of the company's negligence.

12.2 The Company, its officers, employees, and directors are hereby indemnified by the Renter or his estate from any claim of whatever form and however it may arise for any damage or loss that could be brought against it as a result of, in connection with, or as a result of the vehicle's being rented in the manner that is contemplated by these terms and conditions.

RENTER, DRIVER, AND/OR SIGNATORIES' JOINT AND SEVERAL LIABILITY

All drivers specified on the rental agreement, including the renter, are jointly and severally liable. Individually for the payment of all sums owed to the company under or in connection with the rental agreement.

14. OVERALL

14.1 The Rental Agreement is the parties' entire agreement with respect to all matters. neither party shall be bound by any undertakings, representations, or warranties

Other than as specified in this document, the company has not recorded any warranties, promises, or the like.

14.2 The Rental Agreement's contents are all severable, and no clause shall be construed as being impacted by the unenforceability of any other clause in this contract. If even a small fraction of This Rental Agreement has been found void and/or unenforceable. is in accordance with the current Namibian legislation, which has the following consequences: is to restrict the company's ability to obtain payment of any kind or to enforce its The parties will favor an interpretation that puts them essentially in the same position if they have rights. as close to that as feasible, or as they were before.

14.3 In no event shall any extension, latitude, or other indulgence be deemed to be

The act will serve as a waiver or be taken to be implied consent, the party's choice, another way to impair the rights of any party under the provisions of this rental agreement. Additionally, it won't halt or

preclude any party from strictly and on time enforcing compliance with any provisions without prior notice, at any moment during the term hereof. The renter gives the company permission to add any details about the vehicle and rental cost in the rental agreement that are unknown or unavailable whenever a signature is made.



14.4 This Rental Agreement and all issues or disagreements related to it or resulting from it shall be subject to and governed by the laws of the Republic of Namibia.

15. The party's agreement to the Magistrates' Court's jurisdiction should allow the company, regardless of the amount, file a lawsuit before the magistrate court at its discretion. concern goes beyond the Magistrates' Court's authority. The parties also agree that any division of the High Court may hear any such action or proceedings that the company may bring. have, at its own discretion, jurisdiction.

14.6. The renter is not permitted to assign any of his duties or renounce any of his rights. a vehicle, its tools, or any other property covered by this rental agreement, to rent any component of the equipment.

14.7. The company shall be entitled to the following in the event that it brings legal action against the Renter: the right to recoup from the renter all fees and expenses it paid to its own attorneys in accordance with

They must pay their customary fees and assessments as determined by the attorney and the client, including but not limited to paying the tracing agent fees and commission. The renter designates the address listed on the rental agreement as his domicilium (14.8). citing and executing (i.e., the address for service of all legal processes).

14.9 The renter understands that some vehicles might be equipped with a vehicle management system. system, which is used to capture the vehicle's speed and other data, among other things. rented. Such information may be utilized by the company (including in court proceedings) when it sees fit.

14.10 Despite anything to the contrary, the renter grants the company explicit permission to use all personally identifiable data that has been given to the company for tracing purposes. The recovery, including social media, triangulation of mobile devices (according to any vehicle that is not returned to its owner in accordance with applicable Namibian electronic communications regulations) the company at the time and date noted in the rental contract as mutually agreed.

You may contact us at: Management@tyttours.com