

TERMS AND CONDITIONS

1. Hire of camper

Leisure Enterprises SA (the owner) hires to the customer this vehicle in terms of these general conditions of hire.

- 2. Deposit and hire charges
- (a) The customer shall give to the owner a deposit slip. This is not returned to them immediately after the rental and will be kept for a further 3 months after the end of the hire period for traffic fines and unreported accidents.
- (b) The hire charges, at the rates signed for, are payable in advance unless otherwise arranged.
- (c) The customer shall pay for any damaged item that belongs to the owner when an excess applies.
- 3. Rental Period
- (a) The initial period for which the Camper is hired shall be stated on the contract.
- (b) The hire period shall commence when the customer takes delivery of the Camper, and shall end when the owner accepts the return of the camper.
- 4. Camper in good order & repair
- (a) The camper shall be deemed to be in good order and repair and fit for the purposes for which it is intended when delivered to the customer, unless the customer notifies the owner of any defects immediately on taking delivery of said camper,
- (b) The owner shall, in its sole discretion decide whether the camper is defective or unfit for the purpose for which it is intended, and shall be entitled to terminate this agreement and refund the deposit and any hire charge paid, or shall replace the defective camper.
- 5. Breakdowns and repairs
- (a) The customer shall, maintain the camper and its belongings, in good running order and repair to the standards required by the owner until the camper is returned to the owner.
- (b) All campers are current models, but minor problems can always arise. Minor repairs done while travelling by the customer could be reimbursed on presentation of a receipt on return. The customer shall immediately notify the owner of any breakdown.

The owner shall be entitled to repair or replace the camper at his cost, unless the owner in its sole discretion, determines that the breakdown is due to improper use or involved in an accident caused by hirer or third party, in which event the customer shall on demand, reimburse the owner with all costs incurred as a result of the breakdown.

(c) The customer shall return the camper in a clean state and in good order and repair, fair wear and tear excepted.

In the event of the camper or any of its belongings being lost destroyed or damaged as a result of any cause prior to the return of the camper, the customer shall be liable to make good the replacement cost thereof and hire charges continue until the customer has paid for or replaced the lost camper and/or its belongings.

(d) Bobo Campers must be allowed a realistic time frame to attend to any breakdown or problem before any lost time claim can be successful. As a rule, 24 hours should be sufficient to solve a problem before claims can be submitted.

Air conditioner and fridge failures can take longer depending on the country in which

customer drives. We also do not take responsibility for ANY damages or claims arising out of fast speeds and/or long distance driving on the washboard roads (especially C-roads) in Namibia.

These include all air conditioners, radiators, tyres and suspension systems.

- 6. Use of camper
- (a) The customer acknowledges that he is aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures which are required of the vehicle by any lawful authority, and shall only use the vehicle for such purpose, and shall comply with all such safety and maintenance procedures. The customer shall be liable to and hereby indemnifies the owner for all damage or loss suffered by the owner should the vehicle be used for any other purpose, or should the customer fail to comply with any required safety and maintenance procedures.
- (b) The customer shall use the camper at its own risk. The customer shall have no claim of any nature against the owner of the vehicle, for any loss suffered or damages sustained by the customer arising from any cause, including, without any limitation, the use of the camper and provisions thereof. We also do not take responsibility from damages arising out of fast speeds and long distances driven on the washboard roads in Namibia.
- 7. Access
- (a) The customer shall, at all times, be fully responsible for the camper prior to the return thereof, and shall return it to the owner at the expiry of the hire period or on cancellation of the agreement.
- (b) The owner shall at all reasonable times be entitled to have access to the camper, for the purpose of inspecting or repairing the vehicle.
- 8 General
- (a) We, the owners, will be responsible for hotel or other accommodation due to the immobilisation of the vehicle for reasons beyond the fault of the driver, and will make refunds for time lost while the vehicle is being repaired, at our sole discretion.
- (b) The customer is liable for all traffic offences incurred whilst the vehicle is on hire.
- (c) Refrigerators, stoves, air conditioners and microwave are checked by the owner and the client before every rental, consequently we do not accept liability for any possible malfunction of these units during the rental period.
- (d) The vehicle must be returned by no later than 4 pm on the last day of hire or an extra day could be charged

Hirer responsibilities

The hirer is liable for the vehicle for the full period of the reservation and for basic maintenance of the vehicle during the rental period. You are expected to check the following every 1000 km: Water levels, oil levels, tyre pressure and battery water.

You are responsible for the following damages under all circumstances with no CDW waiver applicable:

- Engine damages due to negligence or abuse (e.g. failed to respond to dashboard warning lights).
- Clutch and/or drive shaft failures due to driver abuse like slipping the clutch. Damages like these could be caused by adverse road conditions like soft sand, pot holes etc.
- Water damage due to water entering the engine or drive shafts.
- Gearbox and/or drive shaft damage due to abuse or damage caused by driving through pot holes.
- Driving in restricted areas.
- Driving in 4x4 mode -high or low range mode- on tarred roads.
- Illegal behaviour, negligence, or a breach of law (e.g. speeding, illegal parking, driving on

the wrong side of the road)

- Roll-over damages of any kind no exceptions. See the roll-over definition in this document
- Awning damage due to strong to moderate winds, rain
- Towing costs, if required, for all above damages to the drop-off depot.

We strongly advice our customers not to drive after sunset. Risk of an accident in Africa is much higher in the dark.

Currency fluctuations

All credit card transactions are conducted in South African Rand (ZAR). Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. If a credit card is presented as payment, credit card holder will be jointly and severally liable as a customer.

We do not accept American Express and Diners Club cards.

Drivers license

A valid non-endorsed international driver's license together with the national drivers license is required. Drivers must be 23 years or older for our 4x4 vehicles. SA citizens only need to present their valid drivers license.

Repairs

Repairs up to R1200 may be undertaken without authorization and will be reimbursed upon presentation of receipts depending on the chosen CDW option. When over R1200 we need to be contacted for authorization.

Vehicle substitution

We reserve the right to substitute under special circumstances the desired vehicle with an equal or better vehicle without prior notice before the start of any rental period. If a vehicle needs to be substituted because of an accident or mechanical problems, and the hirer refuses to accept a replacement vehicle as stipulated above, the hirer is seen to terminate the contract, and no reimbursements apply.

Driving distances can be great and Bobo Campers must be given a realistic time to cover a distance before lost holiday time becomes a factor for a claim submission. Non-essential items like air conditioners can take longer (up to two days) to be repaired, depending on the country or area the customer is travelling in. As a general rule Bobo Campers have 24 hours at its disposal from the time the breakdown has been communicated to us to solve a problem before lost-time compensation is applicable. In other countries like Namibia (example: Caprivi Strip), Botswana (example: Chobe, Moremi) or inside Zambia, up to 48 hours may be needed.

Change of requested vehicle

Bobo Campers reserves the right to substitute a comparable or superior vehicle should the requested vehicle not be available due to unforeseen circumstances. This shall not constitute a breach of contract and does not entitle the hirer to any refund.

Dust ingress

Southern Africa is predominantly an arid desert region 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 for any dust ingress of any nature, will not be considered.

Breakdowns

In the unlikely event that a breakdown occurs, please contact the stand-by mechanic on the number as per your contract. Before phoning, please consult your Info Book. It might not be necessary to make contact.

Please state your breakdown and listen to the mechanic. He has proper knowledge on mechanical issues.

The mechanic will ask certain questions relating to oil and water levels, warning lights etc. Please follow their instructions carefully.

His advice will also be the best in the situation. Please always follow the advice of the mechanic. This is very important to avoid further damages.

CDW Insurance options Discoverer FunX2 and DC range

The maximum risk for the customer is R53000 under normal circumstances. This is included in the rental contract.

If this option is taken, the hirer is liable for the first R53000 damage to a vehicle or third party vehicle or property.

The excess can be paid by cash or credit card (a manual imprint of the credit card will be taken and the amount to be authorized by the bank).

- Collision Damage Waiver (CDW) options:

We offer 2 insurance excess reduction options. To reduce excess one of the following options can be chosen:

CDW Midi is from 3 days onwards. This daily fee reduces the excess to R19000

CDW Maxi is from 8 days onwards. This reduces the excess to Nil (see exclusions below).

- CDW Exclusions:

The hirer will be fully liable for any damage to the Bobo Campers or third party vehicle or property (CDW is cancelled and maximum damage as per quote is payable by the customer) under the following circumstances:

- The terms of the rental contract are breached.
- Damage to the vehicle is caused by careless or reckless driving.
- Any damage or mechanical failure sustained while driving on any 4x4 man-made leisure track specially designed for the purpose of leisure or testing your off-road driving abilities and usually require an entrance fee to make use of and is not part of a public road.
- Damage to the vehicle caused by incorrect use of the clutch, gearbox (using 4x4 mode while driving on tar roads).
- Damages to the drive shafts due to pot holes, drifts or any other obstacle.
- Illegal behaviour, negligence, or a breach of law (e.g. speeding, illegal parking, driving on the wrong side)
- Driving under the influence of drugs or alcohol.
- Driving on restricted roads / areas.
- Water submersion or water damages in engine or in drive shafts are caused.
- Any roll-over damages of any kind no matter at what speed or how it happened. See a roll-over explanation below.
- Failure to switch off the engine when dashboard lights indicate a major problem e.g. oil light, radiator water level or temperature gauge.
- Vehicle was driven by person other than permitted driver as per contract.
- All towing costs (when required) to the nearest depot.

CDW terms for Mozambique

You are allowed to drive your 4x4 camper in Mozambique. However, this country is not fully geared for self-drive as yet. This does not mean

that self-drive is not possible. For travelling in or through this beautiful country an extra CDW excess is applicable.

There is a separate excess of R7000 or any damage to the vehicle. In the event of the vehicle having to be towed, the customer will arrange to have the vehicle towed to the nearest depot. The towing costs, as well as any other damages related to the towing of the vehicle, do not form part of this excess and will be for the customer's account.

Please note: This cover is not a personal liability cover, but covers damage to our vehicles and/or 3rd party property.

Roll-overs

The Discoverer FunX2 and DC range are higher than conventional vehicles. This means that the centre of gravity is also at a higher point. This increases the risk of a roll over occurring. A roll-over is defined as a vehicle sustaining all types of damage due to not being in its normal position – on all 4 wheels. Just by lying on its side a vehicle is seen as having rolled-over. Roll-overs that were not caused by a collision eg. another vehicle are not covered by any

CDW insurance. Final resting position of a rolled vehicle is not relevant.

These incidents occur very rarely and should never happen if the driver sticks to the speed limit, scans the road ahead and is fully awake.

Towing cost

In case of damage to any part of a motorhome it must be assessed if the unit is drivable. If not, the vehicle must be towed to the nearest depot by a reputable towing company authorized by Bobo Campers. Towing and recovery costs arising due to any type of accident is to be paid for by the customer irrespective of CDW.

Gauteng Road Taxes

As from December 2013 the main Gauteng roads are subjected to E-tolling. Large gantries have been erected where all vehicles that drive underneath them are charged according to their classification. This very unpopular system means that there is an additional levy of R800 raised on all rentals departing and/or returning at our Johannesburg depot. When the E-toll statement arrive at our offices we will charge for the incurred fees and add an admin fee. The remaining amount will be refunded to the customer. All manned toll-booths throughout South Africa need to be paid by the customer.

Namibian CO2 Taxes

As from 11 July 2016 all Namibian custom borders have implemented a CO2 tax for all South African registered rental vehicles - which our entire fleet is.

According to emissions per model it ranges from R5,500 to R7,500 per vehicle. This taxation is applicable to all rentals starting or ending at our Windhoek depot. Currently it is charged at R450 per contract irrespective if some rental days are spent outside the borders of Namibia.

Tyre replacement

If a tyre needs to be replaced it is important to ensure that both the ply rating (8ply Commercial) and size are corresponding to the tyre it replaced on the vehicle. This to ensure maximum safety and function. Replacement tyres of the wrong size or ply rating will not be refunded.

Parking / speeding/ traffic offences

Should the customer receive a traffic fine(s), Bobo Campers will notify the customer via email. The amount of the fine plus an additional admin fee of R150 will be charged to the customers' credit card. On request, Bobo Campers will email a scanned copy of these fines. It can take up to three months for traffic fines to reach our office.

Permitted areas of travel for the Discoverer FunX2 and DC range

Vehicles may be taken into South Africa's neighbouring states but are not allowed into Angola, Democratic Republic of Congo (DRC),

Tanzania or Malawi. Driving on 4x4 leisure Tracks that require an entrance fee or club membership are also not allowed.

All insurance cover is void if vehicles enter these prohibited areas and will result in a breach of contract.

The 4x4 is used for driving terrain that is usually inaccessible with a normal two-wheel drive vehicle.

Dangerous and irresponsible manoeuvres to test the abilities of the camper to the limit are not allowed under any circumstances as they are dangerous. All towing costs to the nearest depot are for the customer's account.

Bobo Campers 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.

Any driving on sand dunes and the Van Zyl's Pass in Namibia is not allowed. Remember that you should never test the abilities of the Discoverer FunX & DC range to the fullest, and that you will be liable for the full repair costs if accidents, mechanical damage or roll-overs happen here. Please ensure that the departure, approach and roll angles are observed as in the info manuals.

Due to adverse weather circumstances Bobo Campers has the right to restrict road or areas.

Discoverer FunX2 and DC range points:

- Never use 4WD mode on tarred roads as serious damage can occur.
- Drive slowly, especially on gravel and dirt roads. Keep to a maximum 60km/h on gravel and 30km/h on soft sand. Try to stay in the existing tyre tracks.
- Keep large following distances on sand/dirt roads to avoid excessive dust which hampers visibility.
- Ensure you brake for drifts in the road. These drifts can appear suddenly and are not always clearly visible. Driving through them at too high speeds can damage your suspension, under carriage and more.

Our 4x4 vehicles

Our 4x4 fleet is no older than 2013 and consists only of good condition vehicles.

Discoverer FunX 4x4 – sleeps 2 adults (from 2014 models)

Based on the Nissan NP300 pick-up chassis, this roomy and practical camper sleeps two adults, and will ensure that your holiday is as comfortable as it can be. Features include: Radio/CD/MP3

Cold running water Two-plate gas stove 80 Lt. Compressor fridge/freezer Air conditioning in the cabin 75 Lt fuel tank + 10 or 20lt Jerry Can 4x4 gearbox/ high/low range gearing

Two spare wheels

Built-in safe

Chemical toilet

2.5 Lt. diesel engine with high/low gear shift in a 5-speed gearbox. Turbo.

Discoverer DC 4x4 – *sleeps 4 adults (from 2016 models)*

Based on the Toyota Hilux double cab pick-up chassis, this practical overlander is more comfortable than similar traditional roof tent configurations due to standard automatic gearboxes and sleeps four adults. This model will ensure that your holiday is as comfortable as it can be. Features include:

Radio/CD/MP3/USB

Cold running water

Two-plate gas stove accessible from outside

40 Lt. Compressor fridge/freezer

Air conditioning in the cabin

Reverse camera

Cruise Control

160lt fuel tanks

4x4 gearbox/ high/low range gearing

Two spare wheels

3.0 Lt. turbo diesel engine with high/low gear shift with a 4-speed automatic gearbox.

Discoverer DC budget 4x4 – sleeps 2 adults (from 2015 models)

Based on the Nissan NP300 pick-up chassis, this off-roader sleeps two adults in a large roof tent, and will ensure that your holiday is as comfortable as it can be. Features include: Radio/CD

50Lt. Cold running water

40 Lt. Compressor fridge/freezer

Air conditioning in the cabin

120 Lt fuel tank

4x4 gearbox/ high/low range gearing

Two spare wheels

Built-in safe

2.4 Lt. petrol engine with high/low gear shift in a 5-speed manual gearbox.

All our 4x4 vehicles come complete with cutlery, crockery, bedding, towels, kitchen utensils, camping table, camping chairs and camp guide with road maps. Be assured of a complete inventory. Illustrations and text in any of the Bobo Campers brochures and on its websites are only a representation of the vehicle depicted. Slight variances in the vehicle(s) offered for rental could occur without prior notice.