

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.

Permitted area of travel for Discoverer 4 & 6 models

All campers are allowed to travel on any properly tarred surface. Good smooth sand roads (non-corrugated) are also permitted.

There are areas however that are not suitable for driving with a camper.

These are: the Swartberg Pass (SA), the Sani Pass (SA), Kalahari Gemsbok Park (also called Kgalagadi Transfrontier Park), The road to the Sentech Towers in Marakele Park (SA), Baviaanskloof Pass (SA), the access road to the Africa Burn festival, all of Mozambique, all of Malawi, all of Angola, Zambia further than Livingstone, all of Zimbabwe except the short road from Kasane to Victoria Falls, all 4x4 trails, the Skeleton Coast Park (Namibia), the short road from Hobas to the Viewpoint (Fish River Canyon), Van Zyl's Pass (Namibia), any sand dune, Sandwich Harbour (Namibia), the entire Kaokoland (Namibia), the Okavango Delta (Botswana) the Makgadigadi Pans (Botswana), narrow and steep single lane mountain passes and any road in South Africa, Swaziland, Lesotho, Botswana and Namibia that do not adhere to the condition of roads as mentioned above. D, G or F marked roads in Namibia(e.g. D4130 etc). Travelling in Zimbabwe is not allowed, since items

like fuel or food are currently not always available. 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.

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

Telephone costs

We do not reimburse costs incurred through telephone calls to our offices or staff. Customers are advised to purchase a local SIM card instead. The costs for local calls are usually much cheaper.

Vehicle substitution

Bobo Campers reserves 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 this replacement vehicle as stipulated above, the hirer is seen to terminate the contract, and no reimbursements will apply.

Vehicle substitution replacement costs because of an accident or mechanical failure making the vehicle unable to drive caused by own fault or negligence, illegal driving (driving on the wrong side or under the influence of alcohol/ drugs or parking and/or water damages) will be for the hirers' account. This includes towing the damaged vehicle to the nearest depot. We also do not reimburse costs made through telephone calls. The client is advised to purchase a local SIM card.

These costs are usually much cheaper. 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 has 24 hours at its disposal, starting from the time we are informed of the breakdown to solve a problem before lost-time compensation becomes applicable. In other countries like Namibia (for example the Caprivi Strip), Botswana or Zambia, a more realistic time is sometimes needed. 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.

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. Please follow his advice carefully. 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.

Accidents

By law all accidents must be reported to Bobo Campers and the local Police within 24 hrs. Failing to report accidents voids all insurance cover and the hirer becomes fully liable for all costs.

If the rental vehicle is involved in an accident and is not drivable, a replacement vehicle, if available, may be collected from the closest branch at costs of the hirer.

Take as many photographs of all vehicles involved as well as persons involved and their drivers licenses.

Obtain an AR (accident report) number form the police on the scene. This proves the accident was registered by the police.

Fill in the accident form in the back of your Info Book.

If the hirer requires a replacement vehicle to be delivered, then these charges will be for the hirer's account.

None of the excess reduction options (CDW) cover this process.

The hirer is responsible for the full recovery (e.g. towing) of the damaged vehicle to the original rental depot.

Should there be no replacement vehicle available, no refund for lost rental days will be considered.

If the hirer is unable or unwilling to take a replacement vehicle, 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 is being arranged.

Should the hirer continue with a replacement vehicle then a new rental contract and insurance conditions will apply.

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, the credit card holder will be jointly and severally liable as a customer.

Drivers license

A valid non-endorsed national driver's license together with a valid international drivers license is required.

Drivers must be 21 years or older (23 years of age is applicable for 4x4 vehicles - see under our 4x4 terms)

Personal injury and belongings

Personal injury and belongings are not covered by our insurance. The client is therefore responsible to obtain his or her own travel insurance in advance.

Traffic fines/ penalty

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.

INSURANCE CDW (Collision Damage Waiver)

Minimum age of driver is 21 years with valid international and national drivers license. Basic excess is applicable on all vehicles involved in a collision or accident – this is R53000. 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 / property.

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

Taking the following options can reduce this excess:

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). The hirer is responsible for the following damages under any circumstances with no CDW waiver applicable:

- Engine damages due to negligence or abuse (e.g. failed to respond to dashboard warning lights).
- Clutch failure due to driver abuse (e.g. burnt pressure plate due to excessive slipping, shredded clutch plate).
- Any water damages due to water entering the engine or drive shafts.
- Roll-over damages of any kind without exception incl. speed, loss of control etc.
- 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.
- Vehicle was driven by person other than permitted driver as stipulated in the contract.
- Towing costs, if required, for all above damages.

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

Roll-over explanation

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 a having rolled-over. Final resting position of a rolled vehicle is not relevant.

Roll-overs that were not caused by a collision are not covered by any CDW insurance. These incident occur very rarely and should not happen if the driver sticks to the speed limit, scans the road and is 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 by the customer irrespective of CDW option.

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 system means that there is an additional levy of R800 is 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 on the spot by the customer.

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.

Our vehicles

We have the largest camper fleet in Africa, and growing continuously. For the 2017 season our fleet is no older than 2013 and consists only of good condition vehicles.

Discoverer 4 - sleeps 4 adults (from 2014 models - new).

Manual or automatic. Based on the award-winning Iveco 35S15 & 35S13 chassis, this roomy and luxurious camper sleeps four adults, and will ensure that your holiday is as comfortable as it can be. Features include:

Radio/CD/MP3

Hot/cold running water

Two plate gas stove

80 Lt built-in fridge/freezer

Air conditioning in the cabin

220V air conditioning in the living unit

Built-in safe

Microwave

Chemical cassette toilet with separate wash basin

Shower

Roof ventilator

2.3lt. Turbo inter-cooled common-rail diesel engine with 6-speed gearbox. Automatic gearbox also available.

Discoverer 6 - sleeps 6 adults (from 2014 models - new).

Manual or automatic. Based on the Iveco 35S15 & 35S13 chassis, this roomy and luxurious camper sleeps six adults, and will ensure

that your holiday is as comfortable as it can be.

This is the largest camper to rent in South Africa. Features include:

Radio/CD/MP3

Hot/cold running water

Two plate gas stove

80 Lt built-in fridge/freezer

Air conditioning in the cabin

220V air conditioning in the living unit

Built-in safe

Microwave

Chemical cassette toilet with separate wash basin

Shower

Roof ventilator

2.3 Lt Turbo inter-cooled common-rail diesel engine with 6-speed gearbox. Automatic gearbox also available.

All 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. Slight changes to interiors and chassis can occur. We reserve the right to make improvements and/or changes without prior notice.