

1. USE OF THE VEHICLE

- 1.1. SA4x4 shall remain, at all times, the owner/ duly authorized representative of the owner of the Vehicle.
- 1.2. The Client shall at all times keep a copy of the Agreement in his possession and in the Vehicle in order to show same to any authorities who may stop the Vehicle.
- 1.3. The Client shall ensure that the keys of the Vehicle are under his control at all times.
- 1.4. The Vehicle shall only be utilized for the Rental Period or the Extended Period.
- 1.5. The Vehicle shall only be driven by the Driver or Alternative Driver.
- 1.6. During the Rental Period, the Vehicle may not be used:
 - 1.6.1. outside the Territory;
 - 1.6.2. while the Driver and / or Alternative Driver as the case may be, is under the influence of intoxicating liquor, narcotic drugs or any similar substance, or any substance which may affect their ability to drive the Vehicle in a competent and responsible manner;
 - 1.6.3. for the conveyance of passengers and/or goods for payment or at all (save for those passengers listed in the Client Information Sheet);
 - 1.6.4. for the conveyance of any persons/passengers who have not been identified in the Client Information Sheet;
 - 1.6.5. to propel or tow any other vehicle, or assist in the recovery of a vehicle that has been rendered stuck due to inhospitable terrain (including any caravan or trailer) unless authorized by SA4x4 in writing (the client is provided with a satellite phone that can transmit and receive sms notifications – the authorization from SA4x4 must be received by the Client via sms prior to conducting any activity set out in this paragraph);
 - 1.6.6. to transport goods in violation of any customs laws or in any other illegal manner or for any illegal activity,

- 1.6.7. at a speed that exceeds the maximum speed limit on any road being traversed at the time;
 - 1.6.8. in any motor sport or similar high risk activity;
 - 1.6.9. in a manner not specifically authorized by SA4x4. For the sake of clarity, the Vehicle may be driven on a Public/National bitumen/tar road together with public recognized tracks (which includes dirt/untarred public roads, roads in national parks and access roads to lodges/resorts/camping grounds in Southern Africa. Written Approval form SA4x4 is required for full off road use (for Example: 4 x 4 tracks and routes or driving in areas where there are no roads at all) subject to any further terms and condition that SA4x4 may impose for such use ;
 - 1.6.10. to render assistance of any nature to people who are in areas that are affected by civil war, unrest or are in any state of emergency; or
 - 1.6.11. in any area where there is or may be a risk of civil unrest, political disturbance or riot or any activity associated with any of the aforesaid activities without the specific consent of SA4x4, in writing.
 - 1.6.11.1. SA4x4 understands that it will not always be possible to predict the state of affairs in the Territory prior to actually visiting the Territory, and for the avoidance of doubt, the Client shall ensure that, in the event that an issue as described in clause 5.6.11 develops in an area that they are visiting, they are required immediately and without hesitation, to leave such area as quickly as possible.
 - 1.6.11.2. The Client hereby confirms that he is fully aware that the insurance on the Vehicle does not cover any damage to the Vehicle that may be caused due to any of the events set out in this clause, and thus any damage caused as a result thereof will be paid for in full by the Client, on the Return Date.
- 1.7. In order to monitor compliance with clause 5.6 the Vehicle is fitted with a GPS tracking system that monitors both the speed and location of the Vehicle, which

SA4x4 can monitor from time to time at its sole discretion during the Rental Period or the Extended Period.

- 1.8. The Client, Driver or Alternative Driver shall not, under any circumstances personally, or through the services of another individual/company wash the engine compartment of the Vehicle. In the event that the engine compartment is washed during the Rental Period, the Client fully indemnifies SA4x4, and shall be solely liable, for all damages incurred by such action.
- 1.9. The Client, Driver and/or Alternative Driver shall make adequate provision at all times for the safety and security of the Vehicle, which provisions shall include, but not be limited to:
 - 1.9.1. The Vehicle shall at all times be kept properly locked (whether in use or not); and
 - 1.9.2. The Vehicle shall be secured and immobilized when not in use, using the vehicle's central locking system.