



# THRSA

Tourism Holdings Rental SA (Pty) Ltd.

H/O Johannesburg

Cape Town

Namibia

Botswana

17 Sim Road  
Pomona  
Kempton Park  
1619  
Gauteng  
South Africa

Tel: +27 (0) 11 230 5200

Corner Michigan &  
Borchers Quarry Road  
Airport Industrial  
Cape Town  
South Africa

Tel: +27 (0) 21 385 0403

Hosea Kutako  
International Airport  
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Tel: +264 (0) 62 540 660

Mophane Street  
Lot 525  
Maun  
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Tel: +267 680 1191

## TERMS & CONDITIONS OF RENTAL – MAUI MOTORHOMES (SOUTH AFRICA, LESOTHO, SWAZILAND)

01 NOVEMBER 2019 - 31 OCTOBER 2020 (Issue date 05/07/2019)

### **Standard Rates include:**

- Airport / Hotel Transfers (Within 25kms from primary depots)
- 2 x Drivers (third, fourth and fifth driver charged separately)
- Standard Cover R/N\$45 000 excess
- Unlimited kilometres
- Living, kitchen & sleeping equipment
- Full water tank and gas bottle(s)
- Emergency assistance (08h00 – 22h00)
- Fold out maps (subject to availability)
- 15% VAT (Value Added Tax) in South Africa
- Credit Card fees

### **Standard Rates exclude:**

- Super Cover with a security deposit of NAM\$/R3000,00

### **Minimum Rental Duration and Costings**

Minimum rental period: 7 days. Vehicle rentals are calculated on a per calendar day basis, i.e. day of collection or return is always counted as a full day irrespective of what time it is collected or returned. A rental day is not calculated on a 24hr cycle.

### **Long-term Rentals**

Rentals over 50-74 days 5% Discount on 28-49 Day Rate.

Rentals over 75-99 days 10% Discount on 28-49 Day Rate. Rentals

over 100+ days 15% Discount on 28-49 Day Rate.

### **Depots (Vehicle collection & return)**

#### **Primary:**

South Africa: Johannesburg, Cape Town **Secondary:**

As per the attached schedule – charges apply

### **Office Hours: Rental Locations**

Monday to Friday: 08h00 – 16h30 (last handover at 15h00, last return at 16h00)

Saturday: 08h00 – 13h00 (last handover at 11h00, last return at 12h00)

After Hour surcharge applies at a cost of R500 per collection or return outside of the normal Office hours. After hour operations are as follows:

Saturday: 13h00 – 16h00

Sundays & Public Holidays 08h00 – 16h00

(Late returns will be charged on a per day basis)

All branches are closed 25 December (Christmas Day)



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## COLLECTION

Vehicle handover can take approx. 2-3 hours, depending on the questions asked and client feedback. This involves a thorough explanation and demonstration of the vehicle and its equipment. Kindly note that signing the vehicle condition report is an acceptance of the condition of the vehicle. THRSA must be notified within the first 24 hours of collection (clutch damage within the first 3 days of collection), should the renter experience any glitches, problems, malfunctions or discomfort. No consideration will be given to claims against such experiences, and no compensation or liability for lost time will be given, if issues are only reported on return of the vehicle. Rental days lost due to a vehicle that has been collected after the agreed date will not be credited.

## 2. RETURN

When returning the vehicle, please set aside an hour for the vehicle and equipment to be checked. Although we request that the vehicle be returned with a full fuel tank, as a courtesy to the next renter our representatives will take the vehicle to our refuelling station to ensure that the vehicle is full. Should top-ups be required, the fuel amount will be deducted from the renter's nominated credit card. Vehicles must be returned clean, in order for the vehicle check in to be done. Vehicles returned excessively dirty will be charged a cleaning fee of R/N\$1,500.00. Toilet cassette in the motorhomes must be emptied and cleaned or a cleaning fee of R/N\$ 1,500-00 will be charged. Any vehicles returned later than the agreed return date, or outside of normal office hours (without prior arrangement), will be charged a full day's rental per calendar day. Rental days lost due to the vehicle being returned before the agreed return date will not be credited.

- The company reserves the right to charge a cleaning fee of R/N\$1500, 00 in the event that the rental vehicle is returned in an extremely dirty condition. The company at its sole discretion reserves the right to determine whether a vehicle is extremely dirty in a true and fair manner. An extremely dirty rental vehicle will include but not limited to when the rental vehicle/s possible damages cannot be assessed properly
- The renter knows and understands that no smoking in the rental vehicles are allowed, and that a fee of R/N\$1500, 00 will be charged to remove any fumes or smells caused by smoking from the rental vehicle.
- The renter shall return any motorhome toilet cassette in a clean condition if applicable, failing of which the company reserves the right to charge a cleaning fee of R/N\$1500.00

## 3. LICENCE

A valid EB or code 08 national or an ENGLISH international driver's licence for vehicles less than 3500kg, is required.

## 4. MINIMUM AGE

The minimum age permitted to rent is 23 years and the maximum is 85 years.

## 5. eTOLL POLICY

For all rentals despatched from, departing and/or returning to our Johannesburg depot will be charged a fee of R500 per rental agreement. This fee will be included in your quotation when applicable. eToll tags are installed in all our vehicles. These tags are debited with gantry levies in Gauteng, and also open gates on debit at toll gates on the major roads in South Africa that bear the eToll logo.

## 6. LIABILITY OPTIONS

THRSA offers 2 liability cover options, namely, Standard Cover & Super Cover. This cover is NOT a personal liability cover, but cover for damage to our vehicles and/or 3<sup>rd</sup> party property. Details below:

### Standard Cover

This cover carries an excess of R/N\$45,000.00 which is applicable in the event of any accident or damage to either our vehicle or third party property. This excess of R/N\$45,000.00 is pre-authorized on the renter's Visa or MasterCard credit card at the time of collection. Funds will only be deducted from this amount, should the renter return the vehicle and/or equipment in a damaged condition or for any 3<sup>rd</sup> party damage. If no claims exist, this excess is released within 21-30 working days from date of return, by the renter's financial institution. Standard Cover does not include repair to or replacement of tyres and windscreens.

### Super Cover

A daily rate is charged per day as per your quotation/rental agreement detailed as CER2. This cover is a NO EXCESS cover and is applicable to the vehicle and third party property damage and includes the cost of replacing or repairing of windscreens and tyres (in South Africa, Lesotho and Swaziland), radio theft and recovery costs. A security deposit of R/N\$ 3,000.00 is pre-authorized on



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renter's Visa or MasterCard credit card at the time of collection to ensure that the vehicle is returned to the agreed location, on the agreed date, in a clean condition and no items are lost or damaged. This security deposit is fully refunded within 21-30 working days, after date of return, should all the terms and conditions be adhered to.

## 7. CLAIMS HANDLING FEE

A handling fee of R/N\$500.00 is charged on all damage/accident claims irrespective of the liability cover option taken.

## 8. ACCIDENTS

Single vehicle accidents are included in all liability cover options, except in the case of roll-overs. In case of damage to the vehicle rented, the following will apply:

### **The incident:**

All accidents must be reported to THRSA, and by law, to the Local Police within 24 hours. An AR (accident report) number from the police must be obtained at the time of reporting the incident. This proves that the accident has been registered. Failing to report accidents may void all liability cover and the renter becomes fully liable for all costs. We advise that you take as many photographs of the accident scene and also obtain the third party details when applicable. These can be recorded on the reverse side of the rental pack envelope supplied to you on collection. We also suggest you take a photograph of the driver's licences of the persons involved. An accident report which is provided in the RENTAL PACK, must also be completed. These documents and records of evidence will be submitted to THRSA in order to process the incident.

### **The vehicle:**

The renter is responsible for the recovery of the damaged vehicle to the original rental branch depending on the liability cover option taken. A replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made. THRSA reserves the right to withhold a replacement vehicle; this does not entitle the client to any claims against THRSA.

If the renter requires a replacement vehicle to be delivered, charges will be levied according to the liability cover option taken on the rental.

If the renter is not able to take a replacement vehicle, no refunds for early termination of the contract will be made.

Should the renter continue with a replacement vehicle, this vehicle will be noted under the current rental contract and standard cover will be applicable. This includes a new R/N\$ 45,000-00 pre-authorisation on the nominated credit card. Super Cover is not available on a replacement vehicle.

Should the applicable excess be charged, and should THRSA be successful in the reimbursement of that amount by the 3<sup>rd</sup> party, this amount will be refunded to the renter. This process could take up to three years.

### **Exceptions & Conditions:**

Exclusions of all cover options:

The renter is fully liable for any damage to the THRSA vehicle or third party property if:

- Any terms of the rental contract is breached;
- Damages are sustained whilst the renter/driver is in violation of any traffic laws or ordinances;  Damage to the vehicle is caused by careless, wilful or reckless driving. This includes:
  - Driving under the influence of alcohol or drugs
  - Driving on restricted or unrecognised roads
  - Driving over the speed limits as outlined in this document
  - Not adhering to the vehicle height restrictions;  Related to water submersion or salt water damage:
    - A vehicle may not go through water higher than 30cm in depth;
- The vehicle was driven in a country in which written approval was not obtained from THRSA;
- Damage is incurred due to incorrect use of the hand brake;
- The damage is to the clutch (An allowance of up to three days after collection is given, in which time a faulty clutch can be reported. Thereafter, it is deemed as the renter's responsibility). The customer is then liable for:



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- The cost of the clutch kit which is R/N\$24,500-00 including VAT and installation;
- Roll-overs are not covered in any liability cover options. A roll over is defined as a vehicle sustaining all types of damage due to it not being on all 4 wheels;
- The

incorrect fuel is pumped into the fuel tank and/or fuel in the water tank will incur a R/N\$20,000-00 cost. THRSA advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused;

- Overhead damage is covered, except for damage to the roof top mounted air-conditioning unit & Awning. Renters are reminded that the motorhomes are high. Caution needs to be taken when driving under branches, bridges, through archways or any overhead obstructions.
- Undercarriage damages by means of any and all damages including but not limited to the side sills, prop shaft, side shaft, front and rear diff and exhaust system.

The renter is responsible for any damages or accidents that THRSA has not been made aware of on the return of the vehicle. Please note the applicable charges will be charged to the nominated credit card.

THRSA is not responsible for any damage or theft to items of a personal nature. Travel and personal insurance is highly recommended.

### **Rules in respect of replacement vehicles (whether due to an accident or vehicle damage)**

- In the case of clutch or water damage the following is applicable:
  - The repairs and recovery (towing) costs of the vehicle is the responsibility of the renter. The following recovery / replacement rates will apply:
- Within South Africa:
  - ZAR/N\$ 6-00 per kilometre ○ Outside of South Africa:
  - ZAR/N\$ 12-00 per kilometre
  - To & from Maun incurs an extra R/N\$ 9,500-00
- Should a replacement vehicle be required, THRSA will replace the vehicle within 24 hours in South Africa; and 48 hours outside the South African borders. ○ A new pre-authorisation for the standard cover excess, will be blocked on the nominated Visa or MasterCard credit card for the replacement vehicle.

## ***9. ENTIRE AGREEMENT / NON-VARIATION***

This document contains the entire agreement between the renter and the Company, and neither party shall be bound by any undertakings, representations, warranties, promises, or the like not recorded herein. No variation, alteration, or addition to, or omission from this agreement is valid/binding, unless reduced to writing and signed by the renter and an authorized employee of the company. Any clause which is declared unenforceable or invalid, for any reason whatsoever, by a competent Court, shall be severable from the remaining provisions of the agreement and shall not affect the validity of these provisions.

## ***10. DOMICILUM CITANDI ET EXECUTANDI***

The Renter chooses the address stated on the face of the agreement as registered/legal address. The Company chooses its registered address of 17 Sim Rd, Pomona, Kempton Park, Gauteng, South Africa

## ***11. JURISDICTION***

This



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agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.

## **12. GOVERNING LAW**

The company and the renter hereby agree and consent that this rental agreement will be governed and be enforced in terms of the applicable South African laws.

## **13. CONSENT TO JURISDICTION**

The renter and the

company both consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 of 1944, notwithstanding the subject matter or cause of action involved, or irrespective whether the claim may exceed the jurisdiction of the Magistrate's court.

## **14. LEGAL COSTS AND/OR EXPENSES**

In the event that the Company incurs expenses in recovering any monies due to it from the Renter or any other person arising from this agreement, the Renter will be liable for any costs and expenses incurred in doing so, on the attorney and own client scale, including but not limited to collection commission and tracing fees and necessary disbursements.

## **15. JOINT AND SEVERABLE LIABILITY OF AUTHROISED DRIVERS**

In terms of this agreement the renter and /or any authorized driver may be held jointly and severable liability towards the company towards all monies due and owing to it in terms of this agreement.

## **16. AUTHORIZATION TO CREDIT SEARCH AND CONFIRMATION**

The Renter hereby consents and authorizes the Company or its nominated representative to undertake any enquiry the Company deems fit about the Renters credit and or criminal record with any credit bureau, credit agency and/ or other third party to confirm details of the Renter as and when the need arises.

## **17. AIR-CONDITIONING**

The air-conditioning in the cabin of the vehicle, is designed to be used in South African weather conditions. In regions where the temperatures reach in excess of 30 degrees Celsius, or the humidity is higher than 60%, the unit may not work as effectively. This is normal and does not constitute grounds to request a replacement vehicle. Whenever the vehicle is stationery, or idling for prolonged periods, the cabin air-conditioner must be switched off to prevent damage.

The air-conditioning in the living area of the motorhomes only works when it is plugged into a 220v power supply. This power supply can be found at most camp sites. The vehicle is supplied with an extension lead, which is plugged into the camp site power box, and then plugged into the motorhome in the socket labelled POWER INLET.

## **18. DUST INGRESS**

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.

## **PAYMENT**

THRSA does not accept CASH or CHEQUE as payment in any way.

Valid Visa/MasterCard credit cards, EFT or bank transfer payments are accepted for rentals.

Pre-authorisation: THRSA only accepts valid Visa and MasterCard credit cards that are embossed, in order to place the preauthorisation for liability cover security deposits and excesses.

The holder of the credit cards needs to be present at vehicle collection in order for the transaction to be processed.

THRSA is not responsible for any currency fluctuations that may occur in any transactions. FULL

PAYMENT must be received 14 working days prior to date of collection.

## **20. EQUIPMENT**

All vehicles are supplied with equipment (unless otherwise agreed upon). Our liability cover options do not cover any equipment supplied with the vehicle. Any loss or damage to the equipment including items such as GPS, fridges, microwaves, etc. will be charged to your credit card. Should any of your equipment malfunction during the rental period, THRSA is not liable to provide a replacement vehicle. Repairs can be made according to clause 15 of this document, titled Vehicle Repairs.

## **21. ROAD RESTRICTIONS**

**Motorhomes** can only be driven on sealed/tarred, bitumen and gravel roads in SOUTH AFRICA, SWAZILAND and LESOTHO. A onceoff cross border fee of R750.00 applies for cross border documentation into Namibia, Lesotho and Swaziland. THRSA does not allow any motorhomes to enter the following countries under any circumstances: Kenya, Angola, Mozambique, Malawi, Zimbabwe, Zambia or Tanzania. It is highly recommended to avoid driving before sunrise or after sunset.

THRSA will allow **Motorhomes** to travel into Namibia with a surcharge of ZAR 5000.00. **Motorhomes** can only be driven on sealed/tarred roads (**Motorhomes** can only be driven on gravel roads in order to reach your campsites). Tyres and rims will not be covered should damage occur whilst the **Motorhome** is traveling on any road other than a sealed/tarred road.

## **22. CROSS BORDER DOCUMENTATION**

A once off cross border fee per vehicle per rental of R750.00 applies for cross border documentation into Lesotho and Swaziland and any other approved destination. The vehicle documentation is for the vehicle cross border requirements ONLY. THRSA are not liable for the arrangement or payment of visas, permits, third party insurances or road taxes applicable to the countries of entry. These are for the renter's account and can be arranged prior to travel or at the borders of the applicable countries. All cross border applications are to be accompanied by a clear copy of the renter's passport & driver's license to be received seven days prior to collection of the vehicle.

## **23. VEHICLE REPAIRS**

It is possible that during your rental, small repairs may be required due to the nature of the terrain. Repairs of up to R/N\$ 1,000.00 may be affected without prior authorisation from THRSA and such repairs will be reimbursed, on the submission of a claim with original receipts attached. Amounts above R/N\$ 1,000.00 will require verbal/telephonic approval from THRSA on-road assistance. (The numbers are provided in your rental pack). Should approval not be obtained the claim may be disputed.

Should a call-out fee be charged by a supplier to replace a tyre, approval must be obtained from your collection branch. Should permission be granted by THRSA for an overnight stay in a lodge, due to repairs, a maximum allowance of R/N\$950/US73 per night per vehicle is granted for a maximum of one night in South Africa, and two nights outside of South Africa.

Should a replacement vehicle be required due to a mechanical fault not due to negligence, THRSA will replace the vehicle within 24 hours in South Africa and 48 hrs outside of South Africa, at no extra cost to the renter.

## **24. KEYS**

THRSA must be informed of keys lost or locked inside a vehicle. The replacement or recovery of keys is for the renter's account. THRSA cannot be held liable for any time/days lost and/or accommodation or any other costs incurred, due to the replacement or recovery of keys.



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**TYRES**

The renter is responsible for the repairing of flat or punctured tyres. The driver should not exceed the road traffic ordinance speed limits of 120km/h on tarred roads, and 80km/h on gravel/sealed or corrugated roads. For your safety, THRSA recommends a speed of 100km/h on tarred roads, and 60km/h on gravel/sealed or corrugated roads, and 40km/h in National Parks. Tyres get hot and pressures increase at higher speeds. Tyres are then susceptible to damage especially on uneven surfaces. When replacing a tyre, please ensure that it is a new tyre of the same brand, size and that it has a ply rating of 4mm or more. Reconditioned, second hand or re-treaded tyres are NOT acceptable. The renter is required to check the tyre pressure when the tyres are cold (i.e. not after travelling for more than 10km), at regular intervals. All tyres should be checked, including spares. The company's minimum tread requirement is 4mm which is within the South African Road Ordinance limits of 3mm.

**26. TRACKING**

All THRSA vehicles are fitted with SABS approved tracking devices. Tracking is monitored in all Southern Africa destinations as allowed by THRSA. THRSA reserves the right to repossess the rental vehicle at any time if it is found illegally parked, being used to violate the law or appears to be abandoned and if the renter is in breach of any terms or conditions of the rental agreement.

**27. INFRINGEMENTS**

The renter is liable for all fines and

penalties incurred during the rental period plus an administration fee of ZAR/N\$250 for each infringement or penalty notice that has been redirected by THRSA to the renter.

**28. CANCELLATION / NO-SHOW PENALTIES**

Cancellations are charged according to the below. Fees in percentage of total rental amount. Late collections or early returns are non-refundable.

25 days before collection	:	0%
24 – 7 days before collection	:	25%
7 – 1 day before collection	:	50%
No show or cancellation on day of collection	:	100%

**29. MULTIPLE RENTALS - MINIMUM OF 11 DAYS PER COUNTRY**

As a franchisee of Maui, multiple Maui rentals can be combined to qualify for a longer term rental rate. South African, Australian and New Zealand rentals can be combined to qualify if travel is within a 12 month period. Only applicable from the third rental onward.

**30. FEES – MANDATORY CONTRACT; EQUIPMENT; EXTRAS; ONE-WAY & DELIVERY/COLLECTION**

Mandatory fees are applicable to all rental contracts or as applicable. Extra equipment is to be booked at time of reservation or can be requested on collection if required and subject to availability. These requests incur a rental cost. Details as below:

MANDATORY ITEMS	CHARGE
Contract Fee	R / N\$ 150.00 per rental
eToll / Admin Fee (charged on all departures or returns in/from Johannesburg. (this includes secondary depots - deliveries and/or returns)	R / N\$ 500.00 per rental
After Hours Surcharge (for all departures/returns outside normal office hours and on request) – refer to office hours	R/N\$ 500.00 per collection
Handling Fee (payable on claims due to damage / accident)	R/N\$ 500.00



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Traffic fine admin fee (Payable if a fine is levied)	R/N\$ 250.00
Change of destination fee	R/N\$ 1000.00 *after commencement of rental plus the applicable one way fee
Transfers between 25km and 70km of our depot	R/ N\$ 400.00
<b>EQUIPMENT &amp; EXTRAS</b>	<b>CHARGE</b>
Baby / Child Seat	R/N\$ 250.00 per seat per rental
Border Documentation	R/N\$ 750.00 per rental
Additional Driver (from driver #3)	R/N\$ 200.00 per driver
GPS	R/N\$ 50.00 per day to a max of R750.00 per rental
Living equipment for extra person	R/N\$ 500.00 per rental
<b>ONE WAY / DELIVERY OR COLLECTION:</b>	
<p>A fee is charged for any rentals that require a one way drop off or collection between primary depots.            A fee is charged for any rentals that require a delivery or collection between a primary &amp; secondary depots or a secondary and secondary depot.            Please refer to the ONE WAY, DELIVERY/COLLECTION FEES schedule.            Please also note that vehicles that are delivered to a secondary location, may not be handed over with a full fuel tank.</p>	

### 31. ***SUBSTITUTIONS:***

If, for reasons beyond our control, the reserved vehicle is not available, THRSA reserves the right to substitute a comparable or superior vehicle at no extra cost to the renter. This shall not constitute a breach of contract and does not entitle the renter to any form of refund or claim against THRSA.

### 32. ***TAXES & CURRENCY FLUCTUATIONS:***

All charges include 15% VAT in South Africa. All rates are quoted in ZAR. THRSA is not responsible for any currency fluctuations that may occur in any transaction.

Terms and conditions are subject to change in accordance with changes in government taxes.

### 33. ***GENERAL:***

Any claims or legal action in connection with the provision of our services to the client will be governed by the laws of South Africa. Any claim or legal action against the suppliers is likely to be subject to the terms and conditions of our contract with them.

- Locations within South Africa are charged at South African vehicle daily rates.
- Whilst including the same facilities, some motorhomes may have different layouts and or equipment types to those shown. All measurements and volumes shown are approximate. The information provided is subject to change without notice. □  
Towing is not permitted under any circumstances.
- The information provided is subject to change without notice.

### 34. ***ALL RIGHTS RESERVED:***

Rates and terms and conditions of rental may be subject to change.