



## **Car Hire Contract**

Please find below the contractual agreement for renting our vehicles. Ensure you understand & comply with the terms herein.

### **Rental Conditions**

On collection of your vehicle, you will be required to complete and sign this rental agreement. Land & Lake Safaris has the right to change this agreement prior to your arrival and has the right of refusal without refund should the hirer not accept the conditions herein.

### **Rental Duration**

When calculating rental days. The day of collection of your vehicle is counted as Day 1, no matter the time of collection. The day of drop-off is counted as the final day.

### **Hours of drop off and pick up**

- Monday - Friday 08:00 am - 17:00 pm
- Saturdays, Sundays & Public Holidays 08:00am - 13:00pm
- Late return fees will be charged as an additional day rental.
- **Fully Kitted Vehicles cannot be hired on the day of arrival flight.**

### **Relocations**

All Land & Lake Vehicles are hired and off hired in our Lilongwe office. Standard Car hire process takes approximately 1 hour. A Fully Kitted handover can take up to 2 hours. For any on or off-hires of any vehicle outside of our Lilongwe office, a surcharge is applied.

### **Included in Your Rental**

- Days rental as indicated in this rental form.
- Unlimited Mileage
- 90% Insurance Coverage
- Malawi 3rd Party insurance.
- 2 Drivers allowed with valid licenses over 25 Years.

### **Excluded in Your Rental**

- **Fuel** - Your vehicle will be hired to you with a full tank of fuel. You are required to return it with a full tank.
- **Relocation Fees** - for On & Off-Hire outside our Lilongwe Offices as above.
- **Tyre Repairs/ Replacement** - Tyres are not included in insurance and damage will be charged at 100% replacement.
- **Cleaning Fee** - You will be charged \$28.00 should the vehicle be returned in a state deemed unhygienic, unduly soiled, or stained.
- **Call Out / Rescue Fees** - Should Land & Lake Safaris be called for any rescue or recovery due to negligent driving; fees may apply to allow our relevant staff to assist. Call-Out Fees within Lilongwe shall incur a minimal \$25.00 fee.
- **Personal or Medical insurance**

### **The Hirer will be fully liable for**

- Negligent, dangerous, or irresponsible driving. The hirer will be 100% liable for any replacement parts or repairs.
- Driving under the influence of drugs or alcohol
- Damage caused by negligence or carelessness.
  - (reversing into objects, speeding over bad or corrugated roads etc.)
- Driving on restricted roads or driving off road
- Water submersion damage
- Damage due to filling incorrect or "black market dirty" fuel.
- Equipment Damage will be charged at 100% replacement cost.

### **Infringements**

All rights reserved to charge for any speeding or parking fines, associated administrated costs and/ or accidents including 3rd party as well as any

damage not reported upon off-hire. All accidents must be reported to the closest police station within 24 hours, and all costs associated are for the hirer's account.

Upon failing this, all insurance is void and the hirer will be 100% liable for any damage caused.



### **Minimum Requirements**

Drivers must be in possession of a valid driving license and must be over the age of 25.

### **Road Restrictions**

Prior to your hire, your route must be submitted to the office. The office must also be informed of any major changes to your route and should Land & Lake deem the vehicle will be unsuitable or incur damages, additional fees may apply.

### **Accidents**

In the event of an accident, the hirer will be required to report to the nearest police station and obtain a signed and stamped police report and let Land & Lake know immediately. Failing to do so, may nullify your insurance and make you 100% liable.

### **Repairs**

Minor repairs no more than \$100.00 are authorised and shall be reimbursed upon presentation of a receipt. Repairs deemed over \$100.00 must be reported to the Land & Lake Offices first.

### **Insurance**

This hire is inclusive 90 % insurance cover on the strict condition that your claim is presented with a **valid, signed and stamped police report**.

This 90% cover includes

- Collision Damage [3rd Party Insurance covers the other effected party]
- Fire and Theft
- Windscreen

#### **Damage caused and no police report submitted -**

We realize it is not your intention to willfully cause damage to the vehicle or equipment entrusted for your use, however accidents do happen and our policy is -

Hirer is 100 % liable for –

- \* Tyre damage caused by drivers error.
- \* Exterior Damage caused by drivers' error [reversing into objects, misjudging spaces etc.]
- \* Vehicle suspension, drive train, steering, gear and engine damage caused by irresponsible, reckless and careless use.
- \* Equipment damaged or lost

### **Fuel**

Please note that Malawi occasionally suffers from National shortages of Petrol and/ or Diesel. Land and Lake Safaris ensures you have a full tank of Petrol or Diesel prior to your self-drive and it is your responsibility to ensure the vehicle is filled up on off-hire.

It is guests responsibility to source and fill fuel during your hire period and to pay for any additional costs for procurement and/ or delivery thereof.

It is guests responsibility to ensure fuel is clean and non tampered with that does not interfere with the performance of the vehicle.

Land and Lake Safaris takes no responsibility in changes to your schedule or any additional costs associated with lack of fuel reserves, including but not limited to, additional nights accommodation, accommodation cancellation fees, fuel procurement and/ or delivery, delivery or swapping of another vehicle (e.g if there is a petrol shortage, Land and Lake Safaris are not obligated to change your vehicle to a diesel) Should another vehicle be requested in this circumstance, standard relocation fees may apply. Should guests fill fuel that has been tampered with and has damaged the performance of the vehicle, rescue, replacement and mechanical fees will be charged to guests account for negligence. Should guests off-hire their vehicle without a full tank of fuel, Land and Lake Safaris may charge a 10% procurement fee additional to the fuel replacement. Saying this, should you need assistance in procurement and onward travel plans, please call your consultant or operations manager to advise the way forward.

### **Change of Vehicle**

Land & Lake Safaris reserves the right to substitute your vehicle to a similar or superior vehicle should the vehicle in question become unavailable due to unforeseen circumstances. This does not breach contract and the hirer will not be eligible for any refund. Should the hirer demand an alternate vehicle to the one they possess that is deemed fit for travel, additional fees may apply.

### **Buffer Fee**

Should the vehicle be returned requiring a buffer service due to bush driving, **a flat fee of US \$ 20 is charged**. A buffer service does not cover damage requiring panel beating or spray painting - this is dealt with as above.

### **Driver Fee**

Land & Lake Safaris reserves the right to provide a driver for the hire period or part thereof should we feel circumstances require it. Additional fees may apply.

### **Replacement Vehicle**

The insurance does not cover a replacement vehicle in the event of an accident or damage - only the repair thereof. Should the vehicle be unfit for continued use and in need of repairs, due to either accident damage or damage caused by negligent driving, you will need to hire and pay for, under new contract, a replacement vehicle. As soon as the original vehicle is repaired, we will make plans for it to be reunited with you. If this is not possible, we shall try to hire it out again and may credit your account for the remaining hire days. If we are unable to hire it out, then there is no credit due to you. Should the vehicle need to be replaced due to a mechanical fault which is not due to drivers' negligence, Land and Lake shall cover the resultant costs and replace the vehicle. Land and Lake reserve the right to not replace a vehicle if the hire is deemed high risk for whatever reason without financial compensation or redress.

### **Workshop Fee**

Should the vehicle be returned requiring mechanical repairs from our workshop due to negligent driving, **a flat fee of US \$ 20 per hour of labour is charged**.



**Please ensure you have read and understood the above contract and completed the below. Failure to complete the below will result in immediate termination of the hire period without refund.**

**Details:**

Consultant:	
Type of Vehicle and Registration:	
Guests Full Name:	
Guests Passport Number:	
Credit Card Number:	
Credit Card Type:	
Expiry Date:	
CVV:	
Mileage Start:	
Mileage End:	
Collection Date:	
Return Date:	
Guests Telephone Number ( WhatsApp preferable):	

**Insurance Costs:**

Total Vehicle Cost:	
Total Vehicle Excess at 10%:	
Total Equipment Cost at 100%:	
Total Liability Excess:	

**This is to confirm that I have read and understood the terms and conditions of my hire with Land & Lake Safaris stated throughout contract.**

Customer Signature	Land & Lake Safaris Witness
Date:	Date:



In the event of an accident, incident or report of any damage to the Vehicle or Equipment, please fully complete the below form on return.	
Drivers Name:	
Date of Incident:	
Incident Location:	
Land & Lake Representative Informed:	

Please write a FULL report below of accident:

**to countersign.**

Damage to Vehicle:	100%	75%	50%	25%	10%	5%
Body Work:						
Windscreen & Mirrors:						
Mechanical Damage:						
Electrical Damage:						

**Comments on Vehicle OR Equipment Damage – Note damage to equipment will be charged at 100% replacement cost.**

<b>Customer Signature</b>	<b>Land &amp; Lake Safaris Witness</b>
<b>Date:</b>	<b>Date:</b>



**Self-drive safety and environmental affirmation**

On our safari drive programme, we would like to bring the following issues and points to your attention. We need you to be aware of and must understand all the safety and environmental recommendations indicated below. It is a pre – requisite of the programme that you must abide as closely as possible to them. Should Land and Lake Safaris be implicated in any misdemeanors due to your lack of consideration, it must be fully understood that you will be held liable.

- You must never drive off the roads and tracks in National Parks, concession areas and any protected or remote region.
- You must never drive after dark.
- You must not divert from your planned itinerary without prior arrangement with the Land and Lake Representative / office.
- You will never sleep in the open and will keep your tent zipped up at all times.
- You will not leave the tent at night in game areas without first checking the surroundings, then with extreme caution.
- You will only dispose of litter in towns and then in the correct bins and will take ALL of our rubbish with you and NOT leave it in National Parks and remote areas.
- You will always drive within the speed limits and very carefully [10 kms/hr in National Parks and 50 kms/hr on dirt roads and built up areas]
- You will give all wild animals right of way and be aware that they are very dangerous and can kill or cause serious damage to person or property.
- You understand and will abide by all the National park rules and understand that every year there are

tourists killed by elephants, lions and other game.

- You will never leave the vehicle under any circumstances in National Parks, game concessions and areas where game roams, unless in designated areas.
- You will always treat other road users courteously and never impede others viewing animals.

**Land & Lake Safaris has the right to withdraw your car hire reservation should you refuse to adhere to the above environmental affirmations without refund. Negligent driving under the above circumstances will result in 100% charges on any damage sustained to any vehicle or equipment. Land & Lake has the right to place a driver on your tour should it become clear that rules are not adhered to. All costs relevant to having a driver will be at your own cost.**



On the illustrations below, locate and note any body damage or problems using the following code:

#### **Vehicle Inspection Sheet**

X dents or scratches; indicate any other damage by circling the area and then describe the damage in the space provided below

Passenger's Side



Driver's Side



Front and Back



**Please note any pre-existing damage that will be irrelevant upon return of your vehicle:**



**Land & Lake Car Hirers Usage and Responsibilities**

**On hiring you will be requested to check the supplied equipment. Please ensure everything is in order and supplied as per list. Should there be any discrepancies / missing items, you will be liable for it.**

**It is your responsibility to ensure that the vehicle's oil / water and brake fluid levels are maintained throughout your hire period. It has been checked prior to your collection. Any damage resulting from you not checking relevant fluid levels is not covered by your insurance and the repair thereof will be charged to you.**

**Your vehicle is supplied with 1 full tank of fuel. Please note the Vehicle uses PETROL / DIESEL – On return, please ensure the tank is filled.**

**We recommend that each time you fill fuel into the vehicle you ask the attendant to check your:**

- |                                |  |
|--------------------------------|--|
| 1. Radiator                    | uses Engine Coolant - <i>supplied</i>                  |
| 2. Oil level                   | uses 15 W / 40 Multigrade Oil. – 500ml <i>supplied</i> |
| 3. Brake Reservoir             | uses Brake Fluid – 500 ml <i>supplied</i>              |
| 4. Clutch Reservoir            | uses Brake fluid - <i>supplied</i>                     |
| 5. Power Steering Reservoir    | uses ATF - it's the pink fluide <i>supplied</i>        |
| 6. Transmission Fluid          | uses SAE 90 (Gear Oil) <i>supplied</i>                 |
| 7. Windscreen washer reservoir | uses Water with little washing up liquid in.           |

**Should damages result in your neglect of these simple tasks, you will be charged for the repair or replacement thereof. Should you have a flat tyre, you damage a tyre, you are liable to repair it or replace it with the same type.**

**Emergency Contacts:**

Contact	Number
Land & Lake Safaris Office	265 (0) 880 757 120



Junior Travel Consultant - Denzel	265 (0) 998 767 124
Travel Consultant - Bright	265 (0) 996 181 132
Senior Travel Consultant - Khama	265 (0) 991 013 000
Sales & Marketing Director - Amelia	265 (0) 881 203 449
Operations Manager – Ollie	265 (0) 882 482 531
Managing Director – Mark (Emergency WhatsApp)	265 (0) 885 312 968
Police 24hrs Emergency	997/990

	<a href="http://www.landlake.net">www.landlake.net</a> <a href="http://www.dzalanyama.net">www.dzalanyama.net</a> <a href="mailto:info@landlake.net">info@landlake.net</a> <a href="mailto:reservations@landlake.net">reservations@landlake.net</a> <a href="mailto:safaris@landlake.net">safaris@landlake.net</a> <a href="mailto:programs@landlake.net">programs@landlake.net</a>
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Standard Office hours are CAT 08:00am - 17:00pm - Monday - Friday. 09:00am - 14:00pm Saturdays & Sundays. For emergencies outside of these times and days please contact Amelia or Ollie.

Land & Lake Safaris Office, 3/328, Area 3, Lilongwe