

RENTACAR GAMBIA RENTAL TERMS & CONDITIONS

1 Booking & payment

1.1 Booking online or through the sales centre is free of charge, however you need to confirm your booking at least 48 hours before your booking date. Without this confirmation your booking expires and the vehicle can be booked by others.

1.2 Cancelling a booking before collection is free of charge, please notify our sales centre as soon as you know.

1.3 Electronic payment at our sales centre is only accepted with Visa, Mastercard or Maestro card.

2 Vehicle pick-up & drop-off

2.1 Vehicles are available for pick-up from 09:00 to 11:00 and must be returned on the agreed date from 15:00 to 17:00. On a Set Settal Saturday (see 2.3) pick-up hours are from 13:00 to 15:00.

2.2 After hours pick-up or drop-off can be organised in advance, subject to availability.

2.3 If late pick-up is not authorised by the sales centre, booked vehicles which are not collected at the end of the pick-up hours, will be considered available for rent.

2.4 Vehicles are to be returned in a clean condition, a little dust is accepted. If you return an untidy vehicle, a cleaning fee of €15 for 2WD vehicles or €30 for 4WD / AWD vehicles, will be charged. You may be held liable for 1 extra rental day if you return an untidy vehicle after hours, this is because we cannot rent it out the next day.

2.5 Vehicles are to be returned with a full tank. If you do not return a vehicle with a full tank, a filling fee of €10 + fuel costs will be charged.

3 Rental period, extensions & cancellations, Set Settal (Clean The Nation Saturday)

3.1 The rental period is calculated by the number of rental days the vehicle has been on the road, a rental day starts at 09:00 and ends at 08:59. There is no refund for late pick-up or early return.

3.2 Extensions may be organised through the sales office, subject to availability. The extension fee must be paid immediately.

3.2 Cancellations after collection of the vehicle cannot receive a refund.

3.3 On two Saturday's per month it is Set Settal in The Gambia. By law it is not permitted to use any motor vehicle on the public road from 09:00 to 13:00, and all businesses must be closed (also our office). The dates of Set Settal are unpredictable and usually they are announced only the evening before. Rentacar Gambia gives 30% reduction on the rent on Set Settal to compensate the loss of hours. Rentacar Gambia cannot be held responsible for any inconvenience or damage as a result from Set Settal.

4 Limited and unlimited km's

4.1 Limited km option: 75 free km's included per rental day. Extra km's used will be charged at the rate on the rental agreement. Used km's will be calculated from the odometer of the rented vehicle. If the seal on the odometer cable is broken, you are liable for 500 extra km's per rental day.

4.1 Unlimited km option: no km's will be charged. This option cannot be combined with the limited km option.

5 Licence & age of driver

5.1 Rentacar Gambia needs to view and record details of your driving licence on collection of your vehicle. A valid non-Gambian driving licence is permitted. For 2WD vehicles you must be at least 18 years of age and the licence needs to have been valid for 6 months. For 4WD vehicles you must be at least 24 years of age and the license needs to have been valid for at least 2 years.

5.2 Permitted drivers must be identified on the rental agreement, maximum one extra driver with basic renter liability, maximum two extra drivers with limited renter responsibility.

6 Security bond

6.1 The security bond is stated with the vehicle specifications and in the rental agreement.

6.2 The security bond will be released/returned when the vehicle is returned in good order.

6.3 A security bond paid via bank transfer or cash banking at our bank needs to be done in time to show on our account at pick-up and will be returned via bank transfer, banking costs will be for the renter.

6.4 Rentacar Gambia can offer an alternative security bond if cards or cash cannot cover the security bond.

7 Renter liability

There are two options for renter liability:

7.1 Basic renter liability: the renter is liable for all damage to the vehicle up to the replacement value, stated at the vehicle details and in the rental agreement. The security bond is double with respect to the limited renter liability.

7.2 Limited renter liability: the renter is liable for all damage to the vehicle to a maximum equal to the security bond.

Rentacar Gambia does not want to facilitate irresponsible use of its vehicles and excludes damage caused by irresponsible use; the renter is held liable for the vehicle replacement value if:

- incidents involving dangerous driving - for example: speeding, driving while intoxicated, driving outside major cities/towns between sunset and sunrise, falling asleep at the wheel or fatigue.

- damage is sustained while the vehicle is stationary, including theft, break-in and fire. You have the duty to park the vehicle in safe areas when not in use, parking within 10 metres from a major road is considered unsafe.

- the vehicle sustains damage to the roof, underbody, tyres or windows. Normal wear and tear accepted.

- the vehicle sustains damage from immersing the vehicle in water or contact with salt water.

- you loose, break or lock in the keys.

- you use incorrect fuel.

- the vehicle sustains damage outside the area of use.

- a driver not identified on the rental agreement causes damage.

8 Areas of use

8.1 2 wheel drive: All sealed roads (nationwide) and unsealed roads in residential areas (cities & towns) are allowed for 2WD vehicles. Rural unsealed roads are prohibited for 2WD vehicles.

8.2 4 wheel drive: All sealed roads and unsealed roads are allowed for 4WD vehicles, but if there is no clear set of existing car tracks, it is prohibited to drive there. Bush-bashing (all no-road conditions) is prohibited for 4WD vehicles.

8.3 Beach and river bank driving are strictly prohibited because of salt water damage.

8.4 Cross-border use is only permitted with a written permission from Rentacar Gambia. Rentacar Gambia charges a fee of €250 if it discovers evidence that the vehicle has been driven outside the areas of use.

9 Prices, currency variations & taxes

All prices are quoted in Euro (€) and will be converted to Gambian Dalasis (GMD) according to the current exchange rate. Our prices include 15% VAT. Rentacar Gambia accepts no responsibility for exchange rate fluctuations, positive or negative.

10 Unforeseen events & refund of downtime

10.1 Sometimes due to unforeseen circumstances (crash, vehicle theft, etc.) we are unable to supply the vehicle requested. Rentacar Gambia will

take no responsibility if the booked vehicle is not available due to external conditions beyond our control. We will always endeavour to supply a vehicle of similar quality and characteristics.

10.2 If your vehicle is unavailable during the rental period due to being held in a mechanical repair shop, you will be refunded for the downtime if:

- the repairs are authorised by Rentacar Gambia management.

- the repairs are the result of vehicle fault through fair wear and tear and not the result of renter misuse, human error or negligence. For all out of pocket expenses, we recommend you take the highest level of travel insurance.

10.3 Minor accessory malfunctions like malfunctioning stereo systems, interior lights, air-conditioning, etc., are not considered mechanical breakdowns and downtime will not be refundable.

11 Rental refusal

Rentacar Gambia reserves the right to refuse any rental, or the continuation of any rental at its discretion. If we end the continuation of a rental, we refund the remaining rental days.

12 Number of people

Rentacar Gambia vehicles can carry people up to the number of seatbelts fitted in the vehicle. No animals or pets are permitted in Rentacar Gambia vehicles.

13 Car insurance & accidents

13.1 All vehicles rented out have a third party insurance with an excess of GMD1000 (+/-€20) per incident. The renter is liable for the excess.

13.2 Report accidents immediately to the sales centre so we can assist you. You probably will need our help.

13.3 To file a claim at the opponents insurance you must: NOT move the involved vehicles, make photos of the scene, get the police at the spot, get a police report, get all details of the opponent (including insurance details).

13.4 If Rentacar Gambia recovers accident damage via an insurance, the renter will get refunded.

14 Renter maintenance

14.1 All vehicles rented out are serviced and technically fit. It is the renters responsibility to check and maintain oil/water levels and tyre pressure during the rental period. It is advisable to do this at every fuel top-up. Failure to maintain appropriate fluid levels may result in engine damage for which you are liable.

14.2 Changing a flat tire is the responsibility of the renter. All vehicles are provided with a spare wheel, wheel spanner and jack.

15 Technical problems, roadside assistance & repairs

15.1 Please notify our sales centre if you encounter problems associated with the vehicle, including equipment failure. Rentacar Gambia will always try to rectify the problem within 24 hours of being notified.

15.2 All Rentacar Gambia vehicles have free technical support from our roadside assistance. Please note that renters will be liable for fees in the event of human error – for example: keys locked in the vehicle, flat battery, tyre change or getting stuck.

15.2 Repairs may ONLY be done by Rentacar Gambia or after authorisation from our sales centre. The majority of Gambia's garages or so-called mechanics cause more problems than they solve: please, do not even let them touch the vehicle. Rentacar Gambia charges a fee of €50 for additional technical inspection if un-authorised repairs are done.

15.3 If the damage is the result of vehicle fault through fair wear and tear, the recovery/towing/retrieval/repair costs of the damaged vehicle are paid by Rentacar Gambia. If the damage is the result of renter misuse, human error or negligence, these costs will be charged to the renter.

15.4 Payment of recovery/towing/retrieval/repair done by a third party during the rental period are at the renters' expense. Rentacar Gambia will reimburse these costs after the completion of the hire if;

- they are authorised by Rentacar Gambia management.

- they are the result of vehicle fault through fair wear and tear and not the result of renter misuse, human error or negligence.

- appropriate receipts are obtained from the third party and given to Rentacar Gambia.

16 Smoking

Rentacar provides smoke-free cars, it is prohibited to smoke in the vehicle.

17 Limit of liability

Rentacar Gambia will refund the balance of all hire fees referable to the remainder of any hire period in the event that any vehicle hired to a renter suffers a mechanical failure rendering it unable to be driven or otherwise unsafe, provided always that any inability to supply or mechanical failure has not been caused or contributed to in any way by the renter. This is the full extent of our liability to you, and you agree to release and indemnify us in respect of any and all claims or causes of action you might otherwise have against us.

18 Damage and/or loss to personal belongings

Rentacar Gambia accepts no liability or responsibility for damage to or loss of personal belongings left in the vehicle or left on its premises.

19 Best price guarantee

If you find a competitor offering you better rates, we will simply match them!

a) You must come with plausible proof.

b) Any competitor quote must be for the same or similar product type.

c) All competitor quotes must be received within 48hrs of your existing Rentacar Gambia booking/quote and be for the same hire period.

d) Rentacar Gambia reserves the right to refuse any customer the price beat guarantee if:

- (i) Rentacar Gambia vehicles are unavailable.

- (ii) Competitor vehicles are unavailable.

- (iii) The competitor quote is in anyway not comparable to the requested Rentacar Gambia product.

20 Traffic violations

Please drive safely and observe all ordinances; the renter is responsible for payment of any traffic violations. Downtime or late return caused by interaction with police/army etc. is on the renter.