

Terms and Conditions

Kairos Bates Pty Ltd trading as Track 4x4 Rentals

219 Desmia Crescent, Annlin, Pretoria, South Africa

Email: info@track4x4rentals.co.za

Website: www.track4x4rentals.co.za

These Terms and Conditions ("Terms") govern the rental of vehicles from Kairos Bates Pty Ltd trading as Track 4x4 Rentals ("we", "us", "our", or "the Company"), a vehicle rental company based in South Africa. By booking, reserving, or using any vehicle from us, you ("you", "the Renter", or "Customer") agree to be bound by these Terms. Please read them carefully.

1. Definitions

- Vehicle: Any 4x4 or other motor vehicle rented from the Company.
- Rental Period: The agreed duration of the rental as specified in the booking confirmation.
- Driver: Any person authorized to operate the Vehicle under the rental agreement.
- Booking: A confirmed reservation for vehicle rental made via the Website, email, phone, or in person.
- SADC Countries: Member states of the Southern African Development Community.

2. Booking and Payment

1. Bookings can be made through www.track4x4rentals.co.za, by emailing info@track4x4rentals.co.za, or by contacting us directly.
2. A deposit (as specified at booking) is required to secure the reservation. Full payment must be made prior to vehicle collection unless otherwise agreed.
3. Prices are in South African Rand (ZAR) and include VAT where applicable. Additional fees may apply for extras (e.g., GPS, roof tents, insurance upgrades).
4. We reserve the right to refuse any booking without explanation.
5. Cancellations:
 - More than 30 days before Rental Period start: Full refund minus administrative fee.
 - 15–30 days: 50% refund.
 - Less than 7 days: No refund.
 - No-shows: Full rental charge applies.

3. Eligibility and Driver Requirements

1. The Renter and all Drivers must be at least 18 years old and hold a valid driver's license for at least 1 years.
2. An international driver's permit is required for non-South African licenses if not in English.
3. Drivers must provide proof of identity (ID/passport) and a valid credit card for security deposit.
4. The Renter is responsible for ensuring all Drivers meet these requirements and comply with South African road laws.

4. Vehicle Collection and Return

1. Vehicles must be collected and returned at the arranged location unless alternative arrangements are confirmed in writing.
2. Collection time: As agreed; late collection may incur fees.
3. Return: Vehicles must be returned in the same condition (fair wear and tear excepted), with a full fuel tank, and on time. Late returns incur a fee of ZAR 500 per hour or part thereof, plus full daily rate if over 4 hours.
4. A pre-rental inspection will be conducted with the Renter. Any pre-existing damage must be noted on the checklist.

5. Use of the Vehicle

1. The Vehicle is for off-road and on-road use as per its specifications but must not be used:
 - For racing, towing (unless authorized), or carrying excessive loads.
 - On prohibited roads (e.g., certain unmarked tracks; refer to rental agreement for details).
 - By unauthorized drivers.
 - For illegal activities.
2. Smoking, pets (unless in approved carriers), or transporting hazardous materials is prohibited.
3. The Renter is responsible for all traffic fines, tolls, and parking fees incurred during the Rental Period.

6. Cross-Border Travel and Regional Fees

1. Travel within South Africa: Standard rental rates and insurance apply.

2. Travel to neighboring SADC countries (Botswana, Eswatini, Lesotho, Mozambique, Namibia, Zimbabwe): Subject to additional cross-border fees and documentation (e.g., cross-border permit, COMESA insurance). Fees are as specified on www.track4x4rentals.co.za or in written communications at the time of booking.
3. Travel to non-bordering SADC countries (e.g., Malawi, Zambia): Subject to higher cross-border fees, prior approval, and additional documentation/insurance requirements. Fees are as specified on the website or in communications.
4. Travel to non-SADC countries: Strictly subject to prior written arrangement, availability of third-party insurance, and significant additional costs. Not all destinations are permitted.
5. Angola: Travel to Angola is not covered by our insurance under any circumstances. Entry into Angola is prohibited unless explicitly authorized in writing with custom arrangements, which are rare and incur substantial extra costs.
6. All cross-border travel requires:
 - Advance notification at booking.
 - Valid passports, visas, and vehicle documentation for all occupants and countries.
 - Payment of applicable cross-border fees before departure.
 - Return of the Vehicle to South Africa at the end of the Rental Period unless otherwise agreed.
7. Failure to disclose cross-border travel or entering unauthorized countries will void insurance, result in full liability for damages/recovery, and may lead to termination of the rental.

7. Insurance and Liability

1. Basic insurance (third-party liability) is included for use within South Africa. Comprehensive coverage requires an additional premium and reduces excess.
2. Cross-border insurance: Separate COMESA or equivalent third-party coverage is required for SADC travel and is arranged at additional cost. This does not cover theft, accident, or off-road damage unless Super Cover is purchased.
3. Excess: The Renter is liable for the first ZAR 50,000 depending on region and cover of any damage claim unless Super Cover is purchased.
4. Exclusions: Damage due to negligence, off-road misuse, water crossings beyond vehicle limits, animal collisions in restricted areas, driving under influence, or travel to unauthorized countries (including Angola).
5. The Renter indemnifies the Company against claims arising from Vehicle use, especially in cross-border scenarios.
6. In case of accident/theft: Notify us and local police immediately. Do not admit liability. Cross-border incidents may delay claims and increase costs.

8. Maintenance and Breakdowns

1. The Renter must check oil, water, tires, and fluids daily and report issues immediately.
2. Routine maintenance during rental is the Renter's responsibility (costs reimbursed with receipts if pre-approved).
3. Breakdown assistance: Provided via our partners within South Africa and select SADC countries. Coverage in remote or non-SADC areas may be limited or unavailable.

9. Deposits and Charges

1. A refundable security deposit depending on vehicle and itinerary is held on credit card. Higher deposits apply for cross-border or long-distance rentals.
2. Deductions may apply for damage, cleaning, fuel, unpaid fees, or cross-border violations.
3. Deposit refund: Within 14 days post-return, after inspection and confirmation of return within South Africa.

10. Termination

We may terminate the rental immediately if:

- The Vehicle is used in breach of these Terms (including unauthorized cross-border travel).
- The Renter becomes insolvent or fails to pay.
- Upon termination, the Vehicle must be returned immediately to South Africa; failure incurs recovery costs, which may be substantial in cross-border cases.

11. Privacy and Data

We collect personal data for rental and cross-border compliance purposes only, in accordance with POPIA (Protection of Personal Information Act, South Africa). Data may be shared with border authorities or insurers as required.

12. Governing Law

These Terms are governed by the laws of the Republic of South Africa. Disputes shall be resolved in the courts of Pretoria.

13. Amendments

We reserve the right to update these Terms. The version on www.track4x4rentals.co.za at booking time applies.

14. Contact

For queries: info@track4x4rentals.co.za

Last updated: November 2025

By proceeding with a rental, you acknowledge having read, understood, and agreed to these Terms and Conditions, including all provisions regarding regional travel, fees, and insurance limitations.