



# SELF DRIVE KENYA LTD

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## RE: CONTRACT FOR CAR HIRE (SELF DRIVE) BETWEEN HIRER AND OPERATOR

This Document is drafted as a binding agreement between the hirer and Operator, you will be required to sign before leaving with your rental vehicle and is enforceable according to Kenyan Laws.

### 1. VEHICLE DESCRIPTION AND TERM OF HIRE

(a), The Operator will rent and the hirer will take, the motor vehicle, details of which are set out in this contract (“Vehicle”) for the term of hire as described in this Rental agreement.

I/we.....am/are hiring Vehicle No..... for

Self-drive with Operator, Hired for a period of.....From (time).....

date.....date of return of vehicle.....

### 2. PAYMENTS BY HIRER

The Hirer shall pay the Operator for the hire of the Vehicle the sum or sums agreed upon as per your Booking Payments can be made in Kenyan Shillings: ..... or USD

..... Or Euros..... as per the operator standard exchange rate. Dollars Notes

accepted by the Operator starts from 2009 print notes and above.

Payments for the rental are always made cash upon arrival or by bank transfer to our USD earlier to arrival 2 weeks before arrival Using a Visa credit card. Visa payment comes with a 4% surcharge

In addition to the payment specified in section (2) (a) above, the Hirer acknowledges that she/he will be liable at the end of the hired period to pay the Operator any applicable additional charges that may arise in the time of the rental, these may include charges for extra days used, late return contrary to the time agreed with operator’s The hirer must keep the vehicle in good condition same as when it was given to him at the beginning of the rental.

Traffic fines and street parking tickets /fines must all be settled by the hirer during the rental period.

The fuel/oil expense will be met by the hirer of the vehicle during the period and a client is supposed to take regular maintenance and checks on the car for the rental period.

The hirer should leave the Security deposit fee of \$500, in case of the car returns without any offences the security deposit is refunded to the client at the end of the Trip, sometimes the client loses some car gadgets and it always deducted from the security Deposit fee in case you lose any

### 3. USE OF THE VEHICLE

#### The Hirer must not:

- A. use or allow the Vehicle to be used for the transport of passengers for hire or reward unless the Vehicle is hired with the Operator's knowledge for use in a passenger service licensed and should not exceed the carrying capacity of the car as per the insurance License or the number specified on the
- B. sublet or hire the Vehicle to any other person or allow the Vehicle to be used outside his/her authority thus those not party to a contract;
- C. Operate the Vehicle or allow it to be operated in circumstances that constitute an offence against any law in Kenya & other east African community countries (Rwanda, Burundi, Tanzania & Uganda).
- D. Operate the Vehicle or allow it to be operated in any race, speed test, rally or contest;
- E. Operate the Vehicle or allow it to be operated in breach of the
- F. Drive the Vehicle on any roads contrary to sections 7, 8 and 9 of the Agreement.
- G. No replacement or substitute of any parts or accessories of the vehicle without the knowledge and approval of the operator. The car should be returned to the operator with all Accessories
- H. To propel or tow any vehicle on trial without the consent of the operator

#### **4. HIRER'S OBLIGATIONS**

##### **The Hirer must ensure that:**

- A. All reasonable care should be taken when driving and parking the vehicle whereby if the damage occurs then it's the responsibility of the hirer to pay /meet the costs of repair, to check oil and water levels in the car at the same time to take fuel from responsible major fuel stations.
- B. Nobody would wish to have a flat tire, but it can happen any time as you're on the road, all costs of tire repair are on the cost of the hirer but when it's beyond repair a new one will be bought by the hirer at a shared cost
- C. Should a warning light appears on the dashboard, please notify (SDK) of the problem

#### **5. OPERATOR'S OBLIGATIONS**

The Operator will supply the Vehicle in a safe and roadworthy condition, displaying valid Third-party insurance.

#### **6. MECHANICAL REPAIRS AND ACCIDENTS**

- A. If the vehicle is involved in an accident, is damaged, breaks down or requires repair regardless of cause, the Hirer shall notify the Operator of the full circumstances
- B. The Hirer shall not arrange or undertake any repairs or leave the scene of the accident before police inspection or without the Operator's
- C. In case of an accident, the client is supposed to make a statement to the nearby police If the statement is found to have some fraudulent intention, a person will be liable for making a false statement when they knowingly and willfully falsify, conceal, or cover-up by any trick, scheme, to a fine of extra \$3000
- D. If the vehicle requires repair attention, the operator shall arrange repairs to the vehicle within a reasonable time frame depending on the location of the breakdown, if the breakdown was a result of a breach of Section 4, the hirer will be required to pay the repair for all the costs incurred
- E. In case of mechanical breakdown, we provide a replacement car within 24 Hours in the Nairobi office and 48 hours across the border, the operator is responsible for the replacement car fuel as the hirer is responsible for the fuel of the broken-down car to return to Nairobi (Operator address)
- F. Speed limit in national parks is at 40kmhr, any accident arising inside any protected area or national park is 100% a responsibility of the hirer to settle the matter to zero, please note that insurance doesn't cover any damages caused within the national park, like knocking wild animals and fines and accidents within the national park the hirer is reliable to solve his

#### **7. INSURANCE**

The Operator's rental fleet is insured under a policy of motor vehicle insurance ("Policy") from a person or company licensed to carry on insurance business in Kenya as per the Kenya Insurance Act.

The operator's Insurance Policy Covers for Only the Vehicles, Head Collusion and theft for the Vehicle and doesn't provide Personal Life Insurance for the occupant so you're required to come with life insurance if you're in your home country may have extra Insurance. This Insurance does not cover any damage caused by negligence such as driving under the influence of alcoholism, wheels/trim, cigarette burns

Tyres, tools, windscreen, side mirrors or any burned vehicle part to the interior of the vehicle, radio /MP4 screen, reversing camera, lights, body parts, engine parts or any other parts related to the vehicle accessories etc, are not covered by insurance and is the full responsibility of the hirer for any loss of any damage to the vehicle, plus actual towing storage impound and other related expenses. If at all the vehicle is driven under your driver's negligence: you shall be debited for any damage caused to the engine/ battery, radiator or cylinder head due to your negligence.

In the event of an accident, please, immediately notify the police if another party's guilt is to be ascertained or if any person is injured

Therefore, clients are entitled to make Police Statement when he or she gets an accident because it is the basis for the police report and the operator will base on this claim from the insurance for the damages to the

The Excess insurance charged by the operator will vary depending on the car type: Toyota Rav4 USD 500 and Land cruiser Prado TZ & TX 1500 USD, Luxury jeeps: LX 7.0 Series, V8, GX, TXL land cruisers Excess insurance is \$ 2000USD.

The hirer will comply with the terms and conditions of the insurance policy and pay the owner any excess in the event of the claim

Rooftop Tents and camping gears are not part of insurance in case of any damage, the client shall pay the costs of replacing the tent at the original cost as per the Quotation from Manufacturing Tentco at \$1000usd.

**IMPORTANT:** The Operator is not providing insurance services to the Hirer. The Operator manages the insurance provided under the Policy (BritamS insurance company). The Operator reserves the right to determine whether or not to claim under the Policy. In the event of damage to the vehicle, the Hirer agrees to immediately contact, and solely deal with the Operator.

8. **THE HIRER WILL NOT BE COVERED UNDER THE POLICY** (and therefore is personally liable for all damage) if–Note: Areas where the client is 100% responsible for damages on the car:
- A. Driving in excess of speed limits calls for a fine of 80 US\$ as per Section 120 Traffic Act, Keep the 80Km/hr. on the highway and 50km/hr. in
  - B. Single vehicle accidents or rollover will call in a fine of \$ 1000 USD plus the Excess in section 7 of the Agreement.
  - C. Damage to the vehicle caused by careless, reckless driving, Engine Knocking (passing through deep water, calls Fine of US\$ 1000 for Rav4 and Toyota Land cruiser US\$ 1500.)
  - D. Damage to the vehicle is caused by lack of proper care as clause 4
  - E. Driving on restricted roads/areas like off-tracking in Kenya, Tanzania, Uganda, Rwanda, and Burundi National Park
  - F. During weather conditions like the rainy season, the client has to take care when driving in muddy areas and avoid passing in deep areas
  - G. Underbody coverage, damage to the underbody of the vehicle is considered a result of careless
  - H. Cross Border Insurance: Our vehicles are insured for use in Kenya only, Hirer shall not attempt to take the vehicle Cross border without prior consent from the operator and the hirer must buy COMESA insurance which is processed by the operator at 70\$\$\$\$ for 20 Days or fewer days.
  - I. Clients going cross border must provide proof of an exit confirmation from the foreign country visited and failure to do so, will be subjective to a surcharge of 200\$\$\$ to drive the car back to that country to exit
  - J. Use of fuel from restricted petrol stations, clients are supposed to take fuel from only Total and Shell petrol

**9. DRIVING TIME & ADVICE.**

- A. The vehicle has to stop operation at 7:00 pm and should start at 6:00 am (East Africa Standard time) SUNRISE TO SUNSET anything that happens beyond the mentioned time the hirer will pay for all the damages to the car on top of 1200\$ fine unless consented by the operator.
- B. In even the car is hired with a driver, the driver guide will stop driving at 7:00 pm and night game drives are a subjective notification to the car hirer
- C. Speed Limit in National Park is 40KM/h and do "t go off track, whoever does it, is at his own risk for any penalties resulting from it, the hirer is 100% responsible for any penalties/charges
- D. Animals in the National Park have 100 % the Right of way and clients are to be 100Metres Away from Fierce Animals like Elephants and the operator will not be liable for damages to the car. And accidents in the park, the client/hirer is responsible for the charges and fines,

**10. FUEL & GASOLINE**

No credit will be given for unused fuel at the end of the rental and no refund for unused days /rental

**11. RETURN VEHICLES**

At the start of the rental, the Hirer shall mention the last destination where the car shall be picked from by the operator, deliver the vehicle to the place of business of the Operator or obtain the Operator’s consent to the continuation of the hire (in which case the Hirer must pay additional hire charges for the extended term of hire).

**12. BREACH OF THE CONTRACT**

Any addition and alterations to these terms and conditions shall be Null and void unless agreed upon in writing by both parties and signed by the

In case of an accident, the client will be subject to a driver for the entire remaining trip period at an extra fee of USD 50 in Tanzania, Kenya, and Uganda and 50\$\$ in a foreign country per day.

**13. Cancellation Policy:**

- Up to 60 days before departure 25% (Booking Fee) is forfeited
- 59 – 35 days before departure 50% of cost is forfeited
- 34 – 15 days before departure 75% of the cost is forfeited
- 14 days or less before departure 100% of the cost is forfeited

(T) The operator requires you to notify your final destinations on arrival.

Start ..... Destination..... Any

Diversion from the Mentioned Destinations you are Reliable to Penalty Operator

SIGNED ..... Date.....

Hirer

Signed ..... Date.....

Please for Urgent help and change in the travel plan contact us via this number Call on:

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