

HIRE CONTRACT



NAME OF HIRER:
VEHICLE REG:

DEFECTS (Tick on box if all is OK, or state damage on defect box with details):

WINDSCREEN	OK	DEFECTS:
BODY	OK	DENTED / SCRATCHED
TYRES	OK	DEFECTS:
RADIO	OK	DETAILS:
INTERIOR	OK	NOT WORKING:
CENTRAL LOCKING	OK	DIRTY / DAMAGED
SPARE WHEELS	OK	NOT WORKING:
LIGHTS	OK	DEFECTS:
		DETAILS:

VEHICLE RENTAL CONTRACT

Date:

DRIVER'S NAME:		VEHICLE REG. NO.	
NATIONALITY:			
PERMANENT ADDRESS:		DAILY MINIMUM KILOMETRES REQUIRED in case of limited mileage 200 KM or if specified	
LOCAL PHYSICAL ADDRESS & BOX NO:		DATE TIME	
TEL:		OUT DATE TIME	
DRIVING LICENCE NO:		IN DATE TIME	
COUNTRY		CASH / DEPOSIT	CREDIT CARD DEPOSIT
DATE ISSUED EXPIRY DATE:		CHEQUE DEPOSIT.	
PASSPORT NO:		CHEQUE No.	
COUNTRY DATE OF BIRTH		NUMBER	AMOUNT
AGENCY		Expiry date:	CREDIT CARD CODE
KMS IN		DAYS AT	KSHS./USD. PER DAY
KMS OUT		WEEK AT	X DAYS
KMS DRIVE		KMS AT	SUBTOTAL
MIN KMS		INS AT	+ INSURANCE
VEHICLE PROVIDED FULL TUNK AND SHOULD BE RETURNED FULL TUNK IN NAIROBI UNLESS OTHERWISE AGREED. FULL <input type="checkbox"/> EMPTY <input type="checkbox"/>		+ 16% V.A.T	
EXCESS LIABILITY AMOUNT:		+ DRIVER'S ALLOW	
CREDIT CARD CODE:		TOTAL AMOUNT TO PAY	
FUEL LEVELS OUT TANK 1 START		FUEL LEVELS TANK 1 RETURN	
FUEL LEVELS OUT TANK 2 START		FUEL LEVELS TANK 2 RETURN	

LIST OF TOOLS, DOCUMENTS, ACCESSORIES & EQUIPMENT HANDED OVER

Item	Unit	Item	Unit	Item	Unit
Logbook		Screw Driver Flat		Rope	
Border crossing Letter		Screw Driver Star		Leaf Springs	
COMESA Insurance		Pliers		Studs & Nuts	
Yellow Fever Card		First Aid Kit		Centre Bolts	
Bottle Jack & Handles		Spade		U Bolts	
Highlift Jack		Centre Bearing		Brake Pipes	
Fire Extinguisher		T.Handle		Fanbelts	
Panga		Jembe		Mobile Radio/VHF/HF	
Client Blanket		Spare Tyres (2...../1.....)		Spare Tube	
Luggage Blanket		Cooler box		Radiator Sealant	
Warning Triangles		Music System		Tyres covers/Seat Covers	
Hub Caps		Spanners Set		Radiator Coolant	
Wheel Spanner		Brake fluid		Rubber Mats	

CLIENT/DRIVER SIGNATURE:.....

DATE:.....

SUNWORLD REP'S SIGNATURE:.....

DATE:.....

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 Mobile Number: 0722 525 400 / 0733 614 055

PLEASE READ AND ACCEPT CONDITIONS OVERLEAF.

NB. A) This is to confirm that the driver/client is obliged to take proper care of the hired vehicle, equipment, tools, documents & accessories and will be held liable for any loss, theft and damage.

B) I, the hirer of the above vehicle accept possession of the vehicle. Having checked all the above & will be solely responsible for any damage, loss or theft of any item in this vehicle.

DECLARATION: applicable in case of self-drive only

I am neither under 23 years old nor over 70 years old.

I do not suffer from any physical infirmity, defective vision or defective hearing which is likely to affect my driving ability. I have not been convicted during the last five years of any offence for careless or reckless or dangerous driving.

I have held a driving license for at least two years and it is current, valid and free of endorsement. In connection with Motor insurance no insurer at any time has declined my proposal. Required an increased premium or imposed Special Conditions, refused to renew my policy; or cancelled my policy. I, the undersigned hereby warrant the above particulars are true. I am renting the above vehicle in good condition and am liable to pay for any damage caused to this car up amount mentioned above under excess liability as a maximum excess liability amount. I fully understand that I am the only person authorized to drive this vehicle (unless specific authority has been granted by the Company.) I undertake to return this vehicle not later than the date stated above. This rental is subject to the company's terms and conditions as set out on the reverse of the customer copy of this agreement which conditions

I have read and agree by my signature to accept as the conditions of this agreement with the company.

CONDITIONS

OFFICE HOURS:

Monday to Friday: 08.30 am to 5.30 pm

Saturday: 08.30 am to 1.00 pm

Outside these hours please call our mobile numbers 0722 525 400 or 0733 614 055

GENERALLY:

No relaxation of bearing or indulgence by the Company in enforcing any terms and conditions of this agreement shall prejudice or effect the rights and powers of the Company hereunder nor shall any waiver or any breach operate as a waiver for any subsequent or continuing breach a minimum of 100 km will be charged per day for LOCAL USE.

N.B. I accept that it is my sole responsibility at all times to check the OIL and WATER, as failure to do so will result in my having to pay for any damage caused through neglecting to check these items. The hirer must be 23 years old and have held a driving license for two years. Unless otherwise specified by me the vehicle shall be deemed to have been handed over to me with its normal complement of tools jack and spare wheels and with no mechanical or bodywork defects. Only the hirer or other driver named in this contract with bona fide driver's license is eligible to drive the vehicle.

In the event that any other person drives the vehicle the hirer will be responsible for all damages to the vehicle. The hirer is responsible for all expenses incurred through parking and traffic offences and will pay them immediately.

PAYMENT:

INSURANCE: All-cars are insured, but in all cases the excess premium on each and every day claim is the responsibility of the hirer. In the event of the vehicle being stolen while in custody of the hirer, the excess premium 10% as per the agreement will be charged. **Windscreens & tyres** are not covered by insurance and it is the sole responsibility of the hirer. The attention of the Hirer is particularly drawn to the fact that our Insurance shall only cover the hirer provided that he has signed our official contract forms.

All tour operators hiring our Vehicle shall ensure that all our Vehicles are adequately covered by their Insurance as our Insurance will not cover cars hired out to tour operators for their own use. (Ref: Motor Pool Policy)

The speedometer is sealed. If the seal is tampered with legal action and / or a minimum of 500km per day for the days of hire is charged. The period of hire must be specified in the contract. It is an offence to keep the car for more days than stated in the contract unless the Company is notified of the extension of the hire period and provided that the Company authorizes the extension, otherwise the police will be notified. The Company is not responsible for any repairs over Kshs.500/- unless consulted and authorized by the Company. Please check the condition of the Vehicle before accepting it as no claims whatsoever will be entertained regarding the condition of the vehicle afterwards.

Theft of spare wheel, tools etc. are the sole responsibility of the hirer and the hirer will be charged for any of the above items which are lost.

Punctured, Burst and Damaged tyres, Rims damaged at the replacement value specified by (Sunworld safaris Ltd) The hirer shall drive the Vehicle only when qualified to do so and whilst holding all necessary current licenses and permits and shall at all times drive the vehicle in a careful manner in accordance with all legal requirements and the owner's standard policy on insurance which is available for inspection at the owner's offices.

The hirer shall not use the vehicle for racing or pace making or for any purpose other than domestic and social purposes and shall not carry passengers in the Vehicle for hire or reward except by previous arrangement with the owner. The hirer shall report any accident involving the vehicle to the owner within 24 hours of the occurrence of the accident and also to the police or other proper authority within the time prescribed by law. The hirer shall supply proper information drawing and assistance in connection with the accident as the owner or its insurers may require. The hirer shall not, without the prior consent of the owner give any instructions for any repairs to the Vehicle or for replacement of any part thereof rendered necessary by the accident. Drivers are instructed not to admit liability before informing the owner. The owner shall not be responsible for any expenses incurred i.e. Accommodation, hiring of other transport or delays due to any breakdown or accident. In case of a breakdown pls. note full recovery and rescue operation will be charged to the client. The owner shall not under any circumstances be liable to make any payment to the hirer in respect of or to indemnify the hirer against any loss, injury or damage sustained by the hirer or by any third party as a result of any defect therein whether it was caused by or through or due to negligence of the owner or its servants or agents or howsoever caused and in taking delivery of the vehicle the hirer shall be deemed to have satisfied himself that it is in all respects roadworthy and in a safe condition.

Our services are rendered conditional to us not being liable to meet any claims for damages or otherwise arising out of delayed departures or arrivals, missing of trains, ship schedules, illness contracted on or out of any cause whatsoever, war, riots etc. In the event of damage to the hired car or to any third party deposits will only be refunded after assessment is received from our assessor. It is a condition of hire of the vehicle that it will be used only in Kenya. If the vehicle is used operated or driven elsewhere there shall be no effective Insurance cover whatsoever and such use may constitute a criminal offence in the country concerned.

NOTICE

Sunworld safaris Ltd will not allow the use of our vehicles into the following areas.

LAKE TURKANA, MARALAL, MARSABIT, AND NORTHERN FRONTIER OF KENYA OR TANZANIA.

CLIENTS SHALL BE FULLY RESPONSIBLE IF HE/SHE BREAKS THE ABOVE REGULATION.

BEWARE OF CON MECHANICS OPERATING ALL OVER KENYA. SUNWORLD SAFARIS LTD SHALL

NOT ENTERTAIN ANY BILLS WHATSOEVER FROM ANY UNAUTHORISED DEALERS COUNTRY WIDE.

IF FOR ANY REASON UNAUTHORISED MECHANICS REPAIR OUR CARS THE CLIENT SHALL BE RESPONSIBLE FOR ALL CHARGES WHATSOEVER.