

## TERMS AND CONDITIONS

1. NJEWA SAFARI TOURS & TRAVEL LTD ("the company") hereby agrees to let on hire the person named overleaf ("the Hirer") the motor vehicle described over leaf together with a spare tyre, jack, wheel spanner, tool kit and accessories carried with it or fitted in vehicle hereinafter called the ("the vehicle") upon the terms and conditions set out overleaf and hereunder.
2. The period of hire shall be as set overleaf and the vehicles must be returned to the company on the date set out overleaf unless the period of hire is extended in which case the vehicle must be returned on the date to which the period of hire is extended. The vehicles shall be returned to the company's premises at Nairobi during office hours namely (Monday to Friday 8.00am. to 5.00 pm or by special arrangements to be made in writing by the hirer when signing the contracts. Extra charge will be raised if the vehicle is left after the office hours without prior arrangements having been made. It is an offence to keep the vehicle beyond the agreed date and the company may at any time after the agreed date of return has passed repossess the vehicle and any further legal action against the hirer at His/Her cost. Further in such an event CDI (if taken) will cease to apply and the hirer shall be fully responsible for any loss or damages whatsoever caused by accident fire or otherwise howsoever. The company shall not under any circumstances be liable to pay any damages to or indemnify in anyway, the hirer in case of any delays in delivery of the vehicle.
3. In accepting of the vehicle the Hirer shall be deemed to have satisfied himself/herself that the vehicle is road worthy and in a proper and safe condition and working order and the company shall not be liable to make any payment to the hirer in anyway whatsoever for any loss, Injury or damage sustained by the hirer or any other party as a result of any defect in the vehicle or any breakdown.
4. The hirer charges shall be based on the number of days the vehicle is hired and the mileage done by the vehicle during the period between the dates the vehicle is taken from the company's premises and returned there. The rate per day plus per Kilometre are set out overleaf. Where the speedo metre records in miles, the distance traveled shall be converted at 1.6 Km per mile. If the speedometer seal is tampered with the charge shall reserve the right to report the hirer to the police.
5. The hirer further agrees that:-
  - a) He/She will not drive (and ensure that any authorised driver will not drive) the vehicle whilst he/she is under the influence of alcohol, drugs, narcotics, barbiturates and any other substances impelling the driver's consciousness or ability to control the vehicle. The vehicle will be driven in a skillful manner and all traffic Laws and rules and the provisions of the highway codes shall at all times be complied with and observed. The vehicle shall (i) not be overloaded or (ii) carry more passengers than its passengers capacity satisfied on PSV licence on the windscreen
  - b) The vehicle will be driven by the hirer or any other driver named overleaf who must have a current bonafide driver licence for a minimum of 3 years and must be not less than 23 years and not more than 65 years of age.
  - c) The vehicle will be kept locked and secured when parked and every precaution will be taken to avoid any theft of it or any item in it and damage to it.
  - d) The vehicle shall be used for social and pleasure purpose. The vehicle shall at no time be used for racing or pace making nor for damage for goods for carriage charges or for charges or for carrying fare paying passengers.
  - e) The vehicle shall not be taken from Kenya without the consent from Njewa Safari Tours & Travel Ltd in writing.
  - f) The hirer shall promptly and timelessly pay parking and traffic fines and if he/she fail to do so he/she shall be responsible to the company an additional Kshs. 500/= plus each fine not paid and to indemnify the company for any loss or damage it may suffer as a result of hirer delay.
  - g) The hirer shall at all times check the oil and water and the tyre pressure and in the event he/she fails to do so he/she shall be responsible to reimburse to and indemnify the company for any loss damage or expenses that it may suffer.
  - h) Unless authorised by the company in writing, can the hirer under any circumstances modify, fix extra accessories or repair the vehicle. The company shall not be liable for any defects or want of repair in the vehicle.
  - i) Notwithstanding anything here in contained case of breakdown or an accident or damage to the vehicle as a result of willful act or gross neglect of the hirer or authorised driver the hirer shall pay the company the total cost of towing the vehicle to the company's premises and full cost of repairing the vehicle fully.
  - j) The hirer shall be responsible to pay for repair of punctures, replacing burst tyres, stolen or lost spare tyres, damaged or broken windscreen or glasses, damaged rims, tools (including jack and handles), tape recorder and radio, CDI does not cover this items.
  - k) If the vehicle has a full petrol tank at the beginning of the hire it must be returned with a full tank.
  - l) Incase of accident (involving the vehicle) the hirer or the authorised driver shall report to the police and to the company within 24 hrs no matter how minimal the accident is and shall supply the company the police officer's name, number and details of the police station. Under no circumstances shall liability be admitted. The hirer shall at the earliest opportunity and in any case not later than 48 hrs after occurrence of the accident give a full statement in writing of how the accident occurred and fill and sign the claim form and also provide a copy of the police abstract form duly completed. If and when required the hirer shall make the driver to give any statement as may be required to by the company.
  - m) If any anti-theft device installed in the vehicle is not utilized by the hirer and if the vehicle is stolen, the CDI will be void the hirer will be called to pay the cost of the vehicle.
6. a) The Insurance policy covering the vehicle has been made available to hirer as hereby acknowledges and he/she and the authorised driver shall at all times comply with terms and conditions of this contract and the insurance policy. Subject to such compliance (but not otherwise) he/she or the authorised driver shall be entitled to the benefit of the insurance cover provided by the Insurance Policy.
  - b) The vehicle is insured for third party act only i.e only liability to compensate a third party (not the driver or passengers) who is injured. Damage to the vehicle or loss by fire or theft of the vehicle or any material damage to any other vehicle or property and the driver and the passengers are not covered. Incase of third party injury claim the hirer shall be responsible to bear the first Kshs. excess premium charges stated by the company depending on the vehicle hired.
  - c) If the hirer exercises his/ her option to ask for collision damage waiver (C.D.I. see overleaf) he/she shall be liable to pay the amount indicated overleaf for collision damage caused to the vehicle and fire or theft of the vehicle.
  - d) The Insurance whether or not CDI option is exercised does not cover:-
    - 1) Any loss of items from the vehicle
    - 2) Any breakdown or damage to the vehicle otherwise than by collision
    - 3) Injuries or loss to the hirer or driver or the passengers
    - 4) Burst tyres, stolen, lost spare wheel, damaged, broken windscreen or glasses, damaged rims, tools (including jack and handles) tape recorder and radio
  - e) All cars are insured but in all cases the first Kshs. excess premium depending on the vehicle hired on each and every claim is responsibility of the hirer.

### IMPORTANT

The Insurance cover (s) aforesaid are available only if terms and condition herein and in the Insurance Policy are complied with failing which the hirer and the authorised driver shall be fully responsible for all damages and costs and shall fully indemnify the company in respect of any loss or damage suffered by the vehicle or the company or for any claim received by the company and all costs and expenses.

### PAYMENT TERMS

- 7 a) Full payment for the period of hire and the cost estimated mileage must be made at the time of taking the vehicle. Further a deposit of between Kshs. 50,000 to 100,000 (refundable) depending on the class of the vehicle must be made. If payment is by credit card a blank signed slip must be kept by the company and charges filled up by the company when the vehicle is returned.
  - b) All accounts must be cleared by not later than 10th of the following month. Any account not paid by the due date will incur interest at the bank rates in force at that time.
8. Beside deposit, fully identifications and physical address of hirer must be given and where required by the company an acceptable guarantee shall be given.
9. No relaxation, forbearance or indulgence by the company in enforcing any of the terms and conditions of this agreement shall prejudice or effect the rights and powers of the company hereunder nor shall any waiver of any breach operate as a waiver of any breach of any subsequence of continuing breach.

I hereby agree to all terms and condition of this contract and to abide by them and accept full responsibility for the vehicle until it is returned to the company.

Hirer's Signature..... Date.....