CAR RENTALS UGANDA

DRIVE ON YOUR OWN

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This rental vehicle agreement ("Agreement") is made between Car Rentals Uganda Limited ("Operator") and Client ("Hirer"). The following is agreed:

RE: AGREEMENT FOR SELF DRIVE CAR HIRE 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 the Ugandan 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.

1. I/we……..am/are hiring Vehicle Registration No……for Self-drive with Operator, Hired for a period of……. ……From (Time)…….…… Date……..…Date of Return of Vehicle……..

2. PAYMENTS BY HIRER

a) The Hirer shall pay the Operator for the hire of the Vehicle the sum or sums agreed upon as per your Booking confirmation. Payments can be made in Uganda Shillings: …… or USD …….. Or Euros …….. at per the standard exchange rate.
b) Payments for the rental are always made cash upon arrival or by bank transfer to our USD account in Kampala, Uganda, or Visa credit card 7 days before the start of the rental with the extra bank Surcharge (3.5%).
c) 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 hire period to pay the Operator any applicable

additional charges that may raise in the time of the rental, these may include charges for extra days used, late return contrary to the time agreed with operator's agent, damage to or repair of the Vehicle (subject to the other terms of this Agreement) like traffic fines, car parking fees, toll charges and border crossing exit confirmation fines.

d) The fuel / oil expense will be met by the hirer of the vehicle during the period of hire.

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 Licence or the number specified on the contract.
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 the contract;
c) Operate the Vehicle or allow it to be operated in circumstances that constitute an offence against any law in Uganda & other east African community countries (Rwanda, Kenya & Tanzania).
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 agreement.
f) Drive the Vehicle on any roads contrary to section 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.
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 not the operator.
b. the water in the vehicle's radiator and battery are maintained at the proper level;
c. the oil in the vehicle is maintained at the proper level;
d. the tyres are maintained at their proper pressure
e. the vehicle is locked and secure at all times when it is not in use;
f. no part of the engine, transmission, braking or suspension systems are interfered with; and

g. Should a warning light be illuminated, or the Hirer believes the vehicle requires mechanical attention; they stop driving and advise the Operator immediately.

5. OPERATOR'S OBLIGATIONS

The Operator will supply the Vehicle in a safe and road worthy 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 immediately.
b) The hirer shall not arrange or undertake any repairs or leave the scene of accident before police inspection or without the Operator's authority.
c) 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 as result of breach of Section 4, that the hirer will be required to pay the repair costs.
d) In case of mechanical breakdown we provide replacement car within 24 Hours in Uganda and 72 Hours across 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 Kampala Uganda (Operator address)

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 Uganda as per the Uganda Insurance Act.

The operator's Insurance Policy Caters for only the Vehicles, Head on Collusion and theft for the Vehicle and doesn't provide Personal Life Insurance. This Insurance does not cover any damage caused by negligence such as driving under the influence of alcohol, wheels/trims, cigarette burns (Our vehicles are all non-smoking), intentional damages, reckless driving (e.g. driving through rivers and other impassable areas, rally driving) and the engine knocking etc.

a) Immediately notify the police if another party's guilt is to be ascertained or if any person is injured

b) Therefore clients are entitled to make Police Statement when he or she gets accident because it is basis for the Police Report to claim Insurance Cover.

c) The Excess Insurance charged by the operator will vary depending on the car type: **Toyota Rav4 USD 1000** and Land cruiser Prado TZ & TX **1500** USD, Luxury jeeps: LX 7.0 Series, V8, GX, TXL land cruisers Excess insurance is US$ 3000.

d) 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

e) Rooftop Tents and camping gears are not part of insurance in case of any damage, the client is shall pay the costs of replacing the tent in the original cost as per the Quotation from Manufacturing Tentco at US**$1350**.

IMPORTANT: The Operator is not providing insurance services to the Hirer. The Operator manages the insurance provided under the Policy (Avenue Insurance Brokers on behalf of 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 client is 100% responsible for damages on the car:

a) Driving in excess of speed limits calls a fine of 80 US$ as per Section 120 the Uganda Traffic Act, Keep the 80Km/hr. on high way and 50km/hr. in towns.

b) Single vehicle accidents or rollover will call in a fine of **$ 2000 USD** plus the Excess in section 7 of the Agreement.

c) You are not allowed to continue driving, we give you a company driver so that you can proceed with your safari and he comes at an extra fee of $50/day

d) Damage to the vehicle caused by careless, reckless driving, Engine Knocking (e.g passing through deep water, driving through impassable places such as rivers) calls a fine of **US$ 1000 for Rav4** and **Toyota Land cruiser US$ 1500**.)

e) Damage to the vehicle is caused by lack of proper care as clause 4

f) Driving on restricted roads / areas like off- tracking in Uganda National Park

g) During weather conditions like rainy season the client has to take care when driving in muddy areas and avoid passing in deep water.

h) Underbody coverage, damage to the underbody of the vehicle is considered a result of careless driving.

i) **Cross Border Insurance:** Our vehicles are insured for use in Uganda only. Hirer shall not attempt to take the vehicle Cross border without prior consent from the operator and hirer must buy COMESA insurance which is processed by the operator at US$50 for 20 Days or less days.

j) 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 surcharge of US$ **200** to drive the car back to that country to exit.

k) Use of fuel from restricted petrol stations. The Client is supposed to take fuel from only known Petrol Stations i.e. **Total and Shell Petrol Stations unless otherwise**

9. DRIVING TIME & ADVICE.

a) The vehicle has to stop operation at 7:00pm and should start at 6:00 am (East Africa Standard Time) anything that happens beyond the mentioned time the hirer will pay for all the damages to the car on top of a fine of US$**1500**, unless consented by the operator.

b) The Driver guide will stop driving at 7:00pm and night game drives are subjective to extra pay of US$20 with extra payment to UWA according to UWA Tariffs.

c) Speed Limit in National Park is **40KM/h** and don't go off track. Any client who does it is responsible to Pay the **150 USD** to Uganda Wildlife Authority.

d) Animals in the National Park have **100 %** to the Right of way and clients are to be 100 metres Away from the Fierce Animals like Elephants and the operator will not be liable for damages to the car.

10. Fuel & Gasoline

Vehicles are generally supplied on a "¼ to ¼ "basis. No credit will be given for unused fuel at the end of the 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**

a) 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 operator.
b) In case of the accident the client will be subject to a driver for the entire remaining trip period at extra fee of US$40 in Uganda and US$60 in foreign country per day.

Note: If you return the car before the end of your rental period no money is refunded. Therefore if you are not sure of your days to use the car pay at your estimation and when you want to use the extra day communicate to our reservation team at least 2-3 days before the known end date and you can make payment at the end but at the same rate.

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

CANCELLATION POLICY

60+ days before departure: 25% booking fee forfeited.
59-35 days before departure: 50% forfeited.
34-15 days before departure: 75% forfeited.
14 days or less before departure: 100% forfeited.

CONTACT DETAILS

For urgent help or changes to your travel plans, please contact:

AUGUSTINE: +256776641554

MOSES: +256 700728829

SIGNED: …… **DATE:**……..

HIRER:…… **DATE:** …….

NEXT OF KIN CONTACT PERSON

Name :…… Contact:…….

Email:…….