

# 4 x 4 UGANDA CAR RENTALS LTD

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## **RE: 4x4 RENTAL AGREEMENT BETWEEN THE HIRER AND 4x4 UGANDA CAR RENTALS LTD**

This Document is drafted as binding agreement between the hirer and 4x4 Uganda car rental Ltd (The Vehicle Owner) as one way through which all our clients wishing to use the OUR vehicles will comply with the terms and conditions as below

1. I / we..... Are hiring Vehicle  
No..... for Self-drive with 4x4 Uganda car rentals Limited.

Hired for a period of.....From (time) .....date..... Expected day /  
date of return of vehicle.....

Price per day in USD / UGX .....

Payment of .....has been paid in cash.

Any extra day spent with the vehicle shall be assessed and charged accordingly at the return of the vehicle as per the rates above.

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

In addition to the above terms the hirer should take note of the following.

- (a) He/She should inspect the vehicle before hire to make sure that it's in proper condition, no liabilities will be accepted after signing of the agreement.
- (b) No replacement or substitute of any parts or accessories of the vehicle without the knowledge and approval of the company.
- (c) The hired vehicles remain the property of the company 4x4 Uganda car rentals Limited
- (d) Only the authorized driver drives the vehicle and any liability arising out of the use of un-authorized driver is met by the hirer
- (e) The hirer must take good care of the hired vehicle in matters pertaining good maintenance, by checking engine, oil and other lubricants like water and taking care of its security but in case any thing happens due to the hirers negligence of the above he is responsible for repair and replacement .
- (f) In case of a miner breakdown during the hire of the vehicle you can make repairs of up to 60,000 UGX beyond that figure, you are obliged to inform the company before you proceed with the repairs
- (g) The hirer shall NOT use the hired vehicle for any sport activities like racing or motor rally or pull trailers or to sublet the hired vehicle.

- (h) The hired vehicle shall not be operated in the following circumstances
  - (1) To transport goods in violation to customs regulations or in any other illegal manner.
  - (2) To propel or tow any vehicle on trail without the consent of the Company
  - (3) By any person driving when not fit to drive e.g. when drunk or under any influence of drug as per road and traffic Act
- (i) The hirer agrees to protect the interest of the owner in case of an accident by
  - (1) Obtaining names and addresses of parties involved and witnesses

### **Driving Time & Advice**

- (2) The vehicle has to stop operation at 7:00pm and should start driving or be on road at 6:00 am and above, unless it is airport transfer, driving for dinner or shopping, anything happens beyond the mentioned time the client is responsible for whatever that happens on the car. (please note; due to curfew restrictions, you can only drive up to 7:00pm unless it is an airport transfer)
- 3) Only the mentioned number of clients on the agreement at the period of picking the car should be in the car until the end of the rented period
- (4) Immediately notify the police if another party's guilt is to be ascertained or if any person is injured
- (j) 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
- (K) Any addition and alterations to these terms and conditions shall be Null and void unless agreed upon in writing by both parties

### **(L) INSURANCE**

The Operator's rental fleet is insured under a policy of motor vehicle insurance ("Policy") from a company licensed to carry on insurance business in East Africa.

Our Insurance Policy Covers for the vehicle for any damages above US\$50, Head on Collision and theft as well as provide Personal Life Insurance for the passengers. However, the hirer is advised to come with life insurance from home country. Any damages below US\$50 are negotiated between the Hirer and the operator. This Insurance does not cover any damage caused by negligence such as driving under the influence of alcoholism, wheels/trims, cigarette burns, punctures, damage to radio covers, side mirrors, badges 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 get police Report and make Police Statement when he or she gets accident because it is what insurance provider base on to compensate, so when the client does not get this police report is to meet all the expenses.

c) The Excess insurance charged by the operator will vary depending on the car type: Toyota Rav4 USD 400 and Land cruiser USD600.

**IMPORTANT:** The excess charged by the operator in cases of single vehicle rollover is US\$1500. In this case, we encourage you to avoid over speeding especially in Parks and non tarmac roads.

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) In case of an accident, we give you another car with a driver at a fee of US\$40 per day if you want to continue with your trip. We don't allow you drive again.

**IMPORTANT:** The Operator is not providing insurance services to the Hirer. The Operator manages the insurance provided under the Policy. 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.

### **(M) OVERSEAS USE**

Our Vehicles are insured for use in only East African countries. Customers must not attempt to take the vehicle overseas without prior consent from this Company or the y must pay COMESA insurance at the time of renting the car to cover for the any damage caused in foreign country and Overseas Breakdown Insurance is supplied at an additional cost. Details available upon request,

### **(N) FUEL**

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

### **(O) Fuel of the Car on Replacement**

In case of mechanical breakdown we provide replacement of the Car within 24 Hours and we are responsible to fuel to drop the replacement car and then you also provide the fuel to return the breakdown car.

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

**(Q)** Animals in the National Park have 100 % to the Right of way and clients are to be 100Metres Away from the Fierce Animals like Elephants.

### **(R) Refunds**

4x4uganda car rentals only offers refunds under the following conditions;

- We offer refunds on repairs done with our permission. Any repairs done without our permission are not refundable.
- We do not offer refunds in case you cut your trip short, you can only get a refund upon prior notice and negotiation (Terms and conditions apply)
- Any unused days can be carried forward to a future date.

**(S) RETURN VEHICLES**

Vehicles must be returned to the agreed drop off location, our office during our normal hours of business unless otherwise arranged we can as well drop off our clients to the airport on request. Returns are not accepted out of these times. Customers that return vehicles late will be charged 1/5 daily rate per hour

(T) Payment: we do accept payment by (Visa credit card) on condition you prefer to pay in advance 20 days before the arrival date, otherwise if it's by arrival; we prefer payment by cash either in us dollars, Euro, British Pounds or Uganda shillings using the company's exchange rate.

**(U) Other Driver(s)**

1. Name.....

Signature:.....

2. Name.....

Signature:.....

3. Name.....

Signature:.....

4. Name.....

Signature:.....

**(V) Next of Kin in case of Emergency.**

1. Names.....

Mail.....Phone.....

2. Names.....

Mail.....Phone.....

(W) The Company requires you to notify your Final Destinations on Arrival.

Start ..... Destination.....

Any diversion from the Mentioned Destinations you are Reliable to Penalty

Signature: ..... Date.....

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