



## Document: 'Car Hire Terms & Conditions'

Validity: From 1<sup>st</sup> January 2006 – 31<sup>st</sup> December 2010

Date Revised: Friday, 4<sup>th</sup> January 2008



### The Terms & Conditions

These Car Rental terms and conditions, aims at helping you understand what you can expect from us and what we need from you in order to make sure we can complete your booking successfully. No booking will be approved without prior acceptance of these Terms & Conditions.

In these terms and conditions (a) "the Company" means the Company whose details appear on the front of the booking form (b) "the Customer" means the person, firm or organisation by or on behalf of whom vehicles are rented under these Terms and Conditions (c) "Authorised Driver" means the driver(s) additional to the Customer approved and entered in the car hire contract by the Company.

The Customer will ensure that any Authorised Driver will comply with these Terms and Conditions (d) "Vehicle" means the Vehicle described in the car hire contract (e) "DLW" means Damage Liability Waiver (f) "TPI" means Third Party Insurance relating to Third Party motor liability (g) "Insurer" means the insurance company with which TPI is arranged. The Company agrees to rent and the agrees to take the Vehicle on the Terms and Conditions as set out herein. Hirer: The person or persons who drive(s) the vehicle. Customer: The person paying for the hire. Owner: The AfriChoice principals Persons Entitled To Drive: The Hirer or any person permitted by The Company to drive the insured vehicle whilst on hire provided that the person driving holds a licence to drive the vehicle. A copy of the driving licence for each person who may drive will be taken before the vehicle is permitted to go out on hire. AfriChoice! Reserves the right to refuse to hire any of the vehicles at its own discretion.

### 1. Booking Acceptance:

By making a booking whether in writing, by telephone or email, the Customer agrees to these terms and conditions. The Hirer will be required to sign our standard Rental Agreement before taking the car.

### 2. Upfront Payment:

The Customer will pay upfront the Company on taking the car all charges due hereunder including where relevant, sums in respect of DLW, surcharges, additional charges and VAT or other taxes thereon. Bookings can be made by credit card (Visa or MasterCard), Switch card or by cheque with guarantee card. Payments by credit cards will attract a 5% surcharge levied by the local banks. Bookings will be confirmed on clearance of the payment. Government taxes and other levies will be charged as required by current legislation. If the Customer has chosen to pay in a currency other than that used by the Company when the quote was prepared, that choice has been made in the knowledge that the Company has used an Exchange Rate based on a commercial exchange rate of the day. The Customer accepts that a choice of currency was available and that their decision is final.

### 3. Acceptable Drivers:

The hirer and/or authorised driver must have held a full and valid driving licence for a minimum of 2 years up to and including the time of hire and that licence must bear no current endorsements during the last two years. A driving licence from the country of residence or an International Driver's Permit is generally acceptable, provided valid as above. Persons Not Insured To Drive: the Insurers will not cover anyone who: (a) Is under 23 or over 70 years of age, (b) Has not held a full driving licence for cars with a manual gearbox for at least 2 years, (c) Has been refused any motor insurance or had special Insurance terms imposed as a result of claims experience or had their insurance cancelled by any Motor Insurer, (d) Has been convicted of an offence in connection with the driving of a motor vehicle or motor cycle and has had their licence suspended in the last 5 years, (e) Whilst driving, has been involved in more than one accident during the past 3 years, (f) Has any mental or physical defect or infirmity (please ask about medical conditions, e.g. diabetes, heart disease, as these will be considered individually by the insurer).

### 4. Insurance Policy Cover:

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The vehicles are covered by Comprehensive Private Service Vehicle Insurance, and for 3rd party insurance for Kenya, Uganda and Tanzania. Should you require further details please ask for the insurance cover slips. It is the Hirer's responsibility to take all reasonable steps to ensure the car is locked and secure when unattended and to use all security devices supplied with the car. We suggest that in addition to your holiday insurance, you take out cover with the East Africa Air Ambulance Service or the AMREF's Flying Doctors Service available at a one time fee of USD 25. This is not expensive and a life saver in situations where you might be far from a major hospital. We can purchase this for you in advance on request.

#### (i) Collision Damage Insurance - CDW

This is NOT included in your quote and limits your financial liability for damage to the hire vehicle, its parts and accessories, except theft, attempted theft or vandalism, provided the vehicle is used in accordance with the terms and conditions of the rental agreement. The cover is subject to an insurance excess - (see detail under the heading CDW Excess - Excess Liability).

#### (ii) CDW Excess - Excess Liability

This option limits your financial liability for damage to the vehicle on collision, its parts and accessories, except theft, attempted theft or vandalism, provided the vehicle is used in accordance with the terms and conditions of the rental agreement. The cover is subject to insurance excess. All rentals are subject to a liability excess ranging from USD 1000 to USD 2000 (depending on the rental class), for which you are responsible in the event of damage to the vehicle during the rental period.

#### (iii) Super Damage Waiver Insurance

As your quote does NOT include CDW cover, and you may also wish to purchase an additional protection, Super Damage Waiver Insurance (SDW) to reduce the already limited liability in case of damage to the hire vehicle. SDW reduces your excess liability of USD 1000 to USD 100 for a charge of USD 20 per day on smaller vehicles. The excess on luxury cars, minivans and minibuses is 1500 and can be reduced to USD 150 for an additional charge of USD 25 per day.

#### (iv) Personal Accident Insurance

Personal Accident Insurance (PAI) is available for USD 10 per day on all vehicles. This insurance covers the driver for personal injuries or fatality up to the sum shown on the insurance document and varies from one insurance company to the other.

#### (v) Theft Loss Insurance

This is included in the rate and covers the value of the car if it is stolen while in possession of the renter. This insurance option limits your financial liability for loss or theft of the hire vehicle, its parts and accessories, provided the vehicle is used in accordance with the terms and conditions of the rental agreement. The cover is subject to a liability excess ranging from USD 1000 to USD 1500 (depending on the vehicle group rented) for which you are responsible, in the event of damage to the hire vehicle during the rental.

### 5. Accidental Damage, Fire and Theft:

The Hirer must cover an excess charge on any claim. The Insurers do NOT offer any form of 'Collision or Loss Damage Waiver' option to reduce this excess. A refundable deposit will be required on the first day of hire to cover this excess, payable by credit card only.

### 6. Agency Booking:

Due to demand, we require on booking a 20% deposit to be sent to us in advance to reserve your booking. We offer a free airport collection service and transfer as well as a free delivery within city limits. Drop off to any other location can be arranged subject to an additional charge. In the case where a booking is made through an Agent, the Agent shall be responsible for collecting payment in full from the Hirer or Customer for car hire and for any additional charges incurred by The Company. AfriChoice! Will invoice the Agent for the Car Hire and any additional costs. Payment shall be made by the Agent to AfriChoice! Within fourteen days of the date on the invoice.

### 7. Limitations As To Use:

Social, domestic and pleasure purposes by any person permitted by The Company to drive while the vehicle is let on hire. The policy does not cover use for racing, peacemaking, reliability trial, competition or speed testing, driving tuition, conveyance of passengers for hire or reward. The car must not be taken out of East Africa by the Hirer. The car should not be used for political rallies, campaigns of any kind, demonstrations of any kind as outlined by the hire contract.

### 8. Choice of Car:

In the event of unavailability of a chosen car due to mechanical or other problems beyond our control, The Company will inform the hirer and offer either an alternative car for the same date or an alternative date.

### 9. Fuel and Usage:

The vehicles are hired out with a full tank of petrol. The Hirer shall return the vehicle with a full tank of petrol. Failure to do so will result in a charge for refuelling plus administration charges. The Hirer is responsible for using the correct type of fuel required for the vehicle. All Vehicles are supplied with a full tank of fuel. If a Vehicle is delivered to the Customer, the Customer is liable for the cost of the fuel from the time it leaves the Company's branch until such time as it is returned to a Company branch. All Vehicles will be refuelled upon return to a Company branch and the Customer accepts responsibility for the cost of such refuelling at the prevailing Company rate per litre.

### 10. Literature And Materials Supplied:

All keys, security locks, hampers, picnic equipment, maps, brochures, spare parts, tools or other materials and equipment supplied with the car remain the property of The Company and should be returned with the car at the end of the hire period. Failure to do so will result in a charge for replacement materials.

### 11. Personal Property:

We are only responsible for loss or damage to personal property left in the vehicle if the loss or damage results from our negligence.

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**12. Customer Valuables And Contents:**

Any valuable or personal property left in the car is entirely at your own risk.

**13. Hours Of Hire:**

Single day hire is for any length of time between the hours of 09.00 and 20.00. Multiple days hire are between 09.00 on the first day and 20.00 on the last day. Failure to comply may result in additional hire charges based on the current published daily rate.

**14. No Smoking & No Pets:**

For the benefit of all our customers smoking is absolutely prohibited including in open-top cars. Failure to comply will incur charges for additional cleaning. No pets may be transported in our cars unless with a written consent from us.

**15. Miscellaneous Charges:**

The Hirer shall reimburse to The Company on demand the sum of: Any charges for refuelling service and/or any other standard or miscellaneous charges shown in this agreement or in the current tariff; The Company's costs including reasonable legal fees, incurred in collecting payments due from the Hirer under this agreement; Any fines, congestion charges, penalties, court costs or other expenses imposed on AfriChoice! by law arising from the use of the vehicle while on hire; The Company's estimate of replacement or repair costs and a reasonable amount to compensate The Company for loss of use pending repair (limited to the full replacement value of the vehicle as at the time immediately prior to theft loss or damage) plus any towing recovery and storage costs if the vehicle is stolen lost or damaged prior to its return by the Hirer or its recovery by The Company. The estimated charge will be adjusted by The Company once repair or recovery is complete and final charge is known.

**16. Other Charges:**

The renter is still liable for the full damage to the vehicle or equipment if caused by negligence, road conditions not suitable for the vehicle, areas disallowed by the vehicle company unless written permission obtained, by an unauthorised driver or where the renter is in breach of any of the provisions of the rental agreement. In addition;

(a) The Customer is liable for all penalties incurred during the rental period including, but not restricted to, parking, clamping, bus lane and speeding fines, congestion and compound charges and in addition when the Company has to provide the Customer's details to the authority levying such penalty, or it remains unpaid the Customer shall also be charged no more than an amount equivalent to the actual cost of the penalty.

(b) At the termination of the rental it is the Customer's responsibility to ensure that the Vehicle is parked in a suitable place to allow collection at any time up to a period of 6 working hours from termination without the imposition of any parking or clamping fines or towing or compound charges. If this provision is not complied with then the Customer shall be responsible for such penalties. If these remain unpaid they shall be charged to the Customer, together with an amount equivalent to the actual cost of the penalty incurred.

(c) If the Vehicle is seized by Customs & Excise or the Immigration Authorities the Customer shall be charged for any Civil Penalty and restoration charges and loss of income whilst the Company cannot rent out the Vehicle.

(d) Speeding - Parking and other Endorsements / Fines: These are the responsibility of the hirer in full. AfriChoice! or its agents accept no responsibility for any fine or payment. The renter is obliged to inform our staff upon return of the hire vehicle of any fines or parking tickets issued whilst the vehicle was being used by the renter.

**17. Misuse of the car:**

Though the hire rate include insurance, oil, maintenance, unlimited mileage and general sales tax. The renter/driver will be liable for damage to windscreen, windows, lights, damage/loss of tyres. The Customer undertakes to ensure that the Vehicle is not subject to overloading in respect of number of persons or weight of goods carried within the Vehicle during the rental period. The Vehicle will not be used:

- (I) For the carriage of passengers or property for hire or reward.
- (II) For racing, pace making, reliability trials, speed testing or driving instruction.
- (III) To propel or tow any other vehicle or trailer except where the Vehicle is covered by the Customer's own insurance and the Company's written consent has been obtained.
- (IV) In violation of the provision of any legislation, order or regulation affecting the use, loading or condition of the Vehicle or for any illegal purpose.

**18. Car Choice and Accessories Care:**

The car hire fleet consists of many different makes and models of cars. Whilst every effort will be made to supply the reserved model, we reserve the right to supply a suitable alternative. Please note that we cannot guarantee a particular make or model. All cars are equipped with car radios and either cassette players or CD players. Every effort will be made when you arrive to provide a car with either a CD player or cassette player (depending on your preference). We cannot guarantee a CD player or cassette player when you reserve your car. The Customer undertakes to return the Vehicle with all tyres, tools, audio equipment and other accessories in the same condition as when received to the place and on the date set down overleaf. If special cleaning is required for whatever reason the Company will make a separate charge to cover the cost of any cleaning and/or repair work required.

**19. Breakdowns of the Car:**

Where the Vehicle develops a fault during the rental period owing to any reason whatsoever, the Customer undertakes to inform the Company immediately, and not to use the Vehicle while it is in an unroadworthy condition. The Company undertakes to provide a Vehicle to the Customer which is in good working order and which functions

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satisfactorily throughout the rental period. If the Vehicle breaks down during the rental period (but only for reasons attributable to the Company's negligence or wilful default), the Company undertakes to place the Customer in the position which he would have been in had the breach not taken place. Therefore the Company will, where the Vehicle breaks down, arrange, as soon as reasonably practicable after being informed of the breakdown, (a) recovery and repair of the rented Vehicle so that it is rendered functional, to a satisfactory extent, for the remainder of the rental period and/or, (b) where the rented Vehicle cannot be so repaired, provision of a replacement vehicle, of an equivalent standard and size to the rented Vehicle, to the Customer for the remainder of the rental period. Provision of this service in circumstances other than those shown above shall be at the discretion of the Company.

#### 20. The daily Rate Clause:

Vehicles are rented at a daily rate according to the agreed charge, one day being defined as any period of 24 hours from the time of commencement of the rental agreement. A grace period of 1 hour is allowed for after time due back. After this, an hourly rate charge will be imposed as per the rate entered in the signed contract. All fuel usage will be payable by the renter. The car shall be delivered to the renter with a full tank of fuel. The client shall return the vehicle with a full tank of fuel to the agreed drop off point or pay a fuel charge of Kshs. 6000 (Approx. \$100)

#### 21. Hire Extensions:

(a) In the event that the Customer requires a Vehicle for a longer period than the agreed rental period the Customer must notify the Company at least 2 hours prior to the termination of the agreed rental period. However, please note that approval of extension is subject to prepayment and renewal of the car hire contract in writing. In the event that the Customer fails to notify the Company of such requirement his authority to retain said Vehicle may, at the Company's discretion, terminate and, in that event, the Customer will become liable for any loss or damage incurred by the Company as a result. The Company reserves the right, in the event of such failure of notification, to use such lawful means as it may choose to recover said Vehicle. (b) If the rental is to be extended beyond 28 days the Customer must notify the Company of the mileage of the Vehicle. The Company reserves the right to substitute a suitable replacement Vehicle. (c) In the event that a Vehicle on rent reaches the mileage at which a routine service is due the Customer undertakes to notify the Company and make that Vehicle available to the Company for such servicing to be carried out or for the Vehicle to be replaced at the Company's discretion.

#### 22. Termination of Hire:

If at termination, the Customer has complied with all the terms and conditions stipulated herein, then, but not otherwise, and subject to condition 18 above, responsibility for loss or damage to the Vehicle or its accessories is: (a) The full cost of any damage to the Vehicle if DLW has not been purchased. (b) Insured by the Customer where the Customer has arranged his own insurance; (c) Limited to the price paid for DLW and the excess payable, where DLW has been purchased. (d) The Company reserves the right to terminate the rental to which this agreement refers if it becomes aware of any breach by the Customer of these Terms and Conditions.

#### 23. Repairs and Refunds

The Company reserves the right not to reimburse any repairs in excess of USD 10 not authorised in advance by the Company.

#### 24. Car Hire Agreement

Self drive cars are hired subject to the company's standard form of agreement notwithstanding the above conditions the company reserves the right to refuse a hirer at anytime without assigning any reason.

#### 25. Baby Seats

Baby seats are available by prior notification and are subject to a minimum 48 hours notice at an additional cost of USD 10 per day. Baby seats are NOT available for children under 6 months old. Child seats are mandatory by law for children aged from 6 months to 4.5 years.

#### 26. Vehicle Security

Though all our cars are fitted with a security device, the vehicles must be locked when unattended. The vehicle must not be parked in a public area for long periods. The hirer is responsible for the security of the vehicle and in an event of theft is liable for payment of vehicle or repairs thereafter unless Theft Protection (TP) is taken which reduces the responsibility to US\$500. The hirer must not carry passengers for reward or gain.

#### 27. Booking Cancellation Policy

Should you cancel your booking with 31 days or less notice, the deposit is non refundable. However we will credit you with the full value of the deposit for a period of 1 calendar year on any alternate booking you make. Any cancellation made with more than 31 days notice are 50% refundable. Again we will credit you with the balance of the deposit for a period of 1 calendar year on any alternate booking you make.

<b>ACCEPTANCE:</b>	<b>CONTRACTING MANAGER:</b>
<b>NAME OF HIRER:</b>	<b>NAME:</b>
<b>PERMANENT HOME ADDRESS:</b>	<b>DESIGNATION:</b>
<b>VALID DRIVER'S LICENCE NUMBER (ATTACH COPY):</b>	<b>MOBILE PHONE NO.:</b>
<b>VALID PASSPORT NUMBER (ATTACH COPY)</b>	<b>VEHICLE REG. NO.:</b>
<b>SIGNED:</b>	<b>SIGNED:</b>
<b>DATE</b>	<b>DATE</b>

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