



# 4X4 KENYA CAR RENTAL LTD

**VIEW PARK TOWER, 14th-floor UTALI Lane**

**Email: [info@4x4kenya.com](mailto:info@4x4kenya.com), [4x4kenya1@gmail.com](mailto:4x4kenya1@gmail.com)**

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## **RE: CONTRACT FOR CAR HIRE (SELF DRIVE) BETWEEN HIRER AND OPERATOR**

This document serves as a legally binding agreement between the hirer and the Operator. Prior to departing with the rental car, it is necessary for you to affix your signature to this document. Furthermore, it is important to note that this agreement is enforceable in accordance with the laws of Kenya.

### **1. VEHICLE DESCRIPTION AND TERM OF HIRE**

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.

I/we..... am/are hiring Vehicle 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. Payments can be made in Kenyan Shillings: ..... or USD ..... Or Euros..... as per the operator standard exchange rate. Dollars Notes accepted by the Operator starts from 2009 print notes and above.
- (b) All rental payments must be made in U.S. dollars, either in cash upon arrival or via bank transfer at least 2 weeks before to check-in using a Visa credit card. There is a 4% fee if using a Visa.
- (c) At the end of the hired period, the Hirer agrees to pay the Operator any additional charges that may have arisen during the time of the rental, such as charges for extra days used, late return contrary to the time agreed with the Operator's office, etc., in addition to the payment specified in section (2)(a) above.
- (d) The renter is responsible for maintaining the car in the same pristine condition in which he received it.
- (e) The renter is responsible for paying any and all traffic and parking citations incurred during the rental period.
- (f) The renter is responsible for any maintenance and repairs necessary during the rental time, as well as all fuel and oil costs.

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- (g) If the automobile is returned without any damage, the \$500 security deposit will be refunded to the renter. At the conclusion of the trip, the client is entitled to a reimbursement of the security deposit; however, if any of the car's amenities were to go missing, the corresponding fee would be removed from the security deposit.

### **3. USE OF THE VEHICLE**

**The Hirer must not:**

- (a) Use or permit the Vehicle to be Used for Passenger Transport for Hire or Reward, Unless the Vehicle Is Hired with the Operator's Knowledge for Use in a Passenger Service Licensed Vehicle. The Carrying Capacity of the Car Should Not Exceed the Number Specified on the Vehicle Log Book or the Insurance License.
- (b) sublease, hire out, or otherwise make available the Vehicle for use by any third party not a party to the Contract;
- (c) Use or permit the use of the Vehicle in violation of any legislation in Kenya or any country in the East African Community (Rwanda, Burundi, Tanzania, or Uganda).
- (d) Race, speed test, rally, or contest with the Vehicle, or permit it to be raced.
- (e) Use the Vehicle in violation of the terms of Sections 7, 8, and 9 of the Agreement by taking it on any roadways.
- (f) No substitution or replacement of vehicle components or accessories without the operator's knowledge and consent. All accessories must be returned with the vehicle to the operator.
- (g) To drive or pull any on-trail car without the operator's permission.

### **4. HIRER'S OBLIGATIONS**

**The Hirer must ensure that:**

- (a) When driving and stopping the car, all reasonable care should be taken. If damage does happen, the hirer is responsible for paying to fix it. The hirer should also check the oil and water levels in the car and only get gas from big gas stations that are known to be safe.
- (b) No one plans on a flat tire, but accidents happen when you least expect them. If the tire can't be fixed, the renter is responsible for the charges, and the two of you will split the cost of a replacement.
- (c) Please immediately notify (4X4 KENYA CAR RENTAL) of the issue if any dashboard warning light illuminates.

### **5. OPERATOR'S OBLIGATIONS**

The Vehicle will be delivered by the Operator in a roadworthy and secure condition, accompanied by a valid third-party insurance certificate.

### **6. MECHANICAL REPAIRS AND ACCIDENTS**

- (a) Notwithstanding the cause, in the event that the vehicle is damaged, broken down, or involved in an accident, the Hirer is obligated to provide the Operator with a comprehensive account of the incident.



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- (b) Before a police inspection or with the Operator's permission, the Hirer must not organize or begin repairs or leave the scene of the accident.
- (c) If there is an accident, the client has to come forward and talk to the cops close. If the statement was made with the purpose to deceive, the person will be fined an extra \$3000 for making a false statement when they knowingly and willingly lie, hide, or cover up by any trick or plan.
- (d) In the event that the vehicle needs repairs, the operator must schedule those repairs within a fair amount of time based on where the breakdown happened. If the breakdown was caused by a violation of Section 4, the hirer will be responsible for all repair costs.
- (e) If a car breaks down, we'll send a replacement within 24 hours in the Nairobi office and within 48 hours across the border. The hirer pays for the fuel to bring the broken-down car back to Nairobi (Operator address), but the operator pays for the fuel for the replacement car.
- (f) Please note that insurance does not cover any damages caused within the national park, such as knocking wild animals and fines, and if an accident occurs within the national park, the hirer is responsible for settling the matter to zero. The speed limit in national parks is 40 km/h.

## 7. INSURANCE

Vehicles in the Operator's rental fleet are covered by an auto insurance policy ("Policy") issued by an insurer authorized to do business in Kenya under the Kenya Insurance Act.

Only the vehicles are covered by the operator's insurance policy. It covers collisions and loss for the vehicles, but not personal life insurance for the people inside. If you're in your home country, you may need to bring extra insurance. This insurance doesn't cover damage that was caused by carelessness, like drunk driving, damaged wheels or tires, or cigarette burns.

Tires, tools, windscreens, side mirrors, and any other vehicle accessories that catch fire inside the vehicle, radio/MP4 screens, reversing cameras, lights, body parts, engine parts, or any other component associated with the vehicle are not protected by

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insurance. The hirer bears full responsibility for any loss or damage to the vehicle, in addition to the costs of towing, storage, and impound. Your account will be debited for any damages incurred to the engine/battery, radiator, or cylinder head as a result of your negligent operation of the vehicle.

Please call the police promptly if someone is hurt or if fault must be determined in the case of an accident.

Clients have the right to file a police report after an accident, which will serve as the foundation for the operator's claim against the insurance company for any resulting losses.

The amount levied by the operator for excess insurance will differ based on the model of vehicle: Land cruiser Prado TZ & TX \$1,500 USD and Toyota Rav4 \$500 USD; luxury jeeps LX 7.0 Series, V8, GX, and TXL land cruisers \$2,000 USD in excess insurance.

The renter will follow the insurance policy's rules and pay the owner any extra money if they need to make a claim.

There is no protection for rooftop tents or outdoor gear. If they get damaged, the customer will have to pay to have a new tent made at the original price, which was \$1000 USD according to a quote from Manufacturing Tentco.

*It is important to note that the Operator is not offering protection to the Hirer. The Operator is in charge of the protection that comes with the Policy (Britam insurance business). The Operator is free to choose whether to make a claim under the Policy or not. If the car gets damaged, the Hirer agrees to call the Operator right away and let the operator deal with the insurance company.*

**8. THE HIRER IS PERSONALLY RESPONSIBLE FOR ALL DAMAGES BECAUSE THE POLICY DOESN'T COVER THEM, IF-NOTE: Damages to the car are the client's fault in the following situations:**

- (a) Section 120 of the Traffic Act says that any driver who goes over the speed limit will be fined 80 US dollars. The speed limit is 80 km/h on the highway and 50 km/h in other areas.
- (b) Anyone who causes a single-car crash or slide will have to pay a \$1,000 fine plus the amount set out in Section 7 of the Agreement.
- (c) The damage to the car was caused by careless and reckless driving. The engine knocking while driving through deep water leads to a fine of \$1,000 for a Rav4 and \$1,500 for a Toyota Land Cruiser.
- (d) Not taking proper care of the car leads to damage, as **close 4** says.
- (e) Off-roading and other prohibited driving practices in the national parks of Kenya, Tanzania, Uganda, Rwanda, and Burundi.



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- (f) In wetter months, customers should slow down and avoid going through particularly deep puddles.
- (g) Underbody coverage means that damage to the car's undercarriage is thought to be caused by carelessness.
- (h) Cross-Border Insurance: Our cars are only insured to be used in Kenya. The hirer must not try to take the vehicle across the border without first getting permission from the operator. The hirer must also purchase **COMESA** insurance, which is handled by the operator and costs 70 dollars for 20 days or less.
- (i) Cross-border clients are required to present evidence of an exit certification from the foreign country they have visited; failure to do so will result in a \$200 surcharge for returning the vehicle to that country for exit.
- (j) petroleum from restricted locations: Customers are only permitted to purchase petroleum from Total and Shell stations.

## **9. DRIVING TIME & ADVICE.**

- (a) The car has to stop working at 7 p.m. and should start again at 6 a.m. (East Africa Standard time). **SUNRISE TO SUNSET**: If something happens after those times, the renter is responsible for all damages to the car and will also have to pay a \$1200 fine, unless the operator agrees.
- (b) If a driver is included in the rental, he or she will end the day's excursions at 7:00PM night game drives require special permission from the rental agency.
- (c) Do not exceed 40 kilometers per hour within a national park, and if you do, you will be solely responsible for any fines or fees incurred.
- (d) Animals in the national park have absolute right-of-way, and visitors must maintain a 100-meter distance from ferocious animals such as elephants; the operator is not liable for vehicle damage. Charges and penalties for accidents that occur in the park are the responsibility of the client or hirer.

## **10. FUEL & GASOLINE**

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Fuel that isn't used will not be refunded or credited at the end of the hire. Extra days won't be refunded either.

**11. RETURN VEHICLES**

At the beginning of the rental, the Hirer must specify the final destination from which the car will be picked up by the operator, deliver the vehicle to the Operator's place of business, 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**

*Any additions or modifications to these terms and conditions shall be null and invalid unless agreed upon in writing and signed by both parties.  
According to the contract, if there is an accident, the client will have to pay an extra USD 50 per day in Tanzania, Kenya, and Uganda for a driver for the rest of the trip.*

**13. CANCELLATION POLICY:**

Up to 60 days before departure 25% (Booking Fee) is forfeited 59 – 35 days before departure 50% of cost is forfeited 34 – 15 days before departure 75% of the cost is forfeited 14 days or less before departure 100% of the cost is forfeited.

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

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

Any Diversion from the Mentioned Destinations you are Reliable to Penalty Operator

SIGNED ..... Date.....

Hirer Signed ..... Date.....

***Please for Urgent help and change in the travel plan contact-  
us via +254772802513, +256701819223***