



Car Hire and Transfers

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Wandering Wheels Car Rentals Ltd

Vehicle Reg No:		Area of use:					
Make:		Required period:	Days	Weeks	Months		
Model:		Date out:	Time:				
Year:		Due in:	Time:				
Color:		Actual day in:	Time:				
Rental Location:		Condition of the vehicle:	At the time of rental:				
Return Location:			On return:				
Reason for Rental:		Kms Out:	Kms In:				
RENTERS NAMES		CHARGES	KSH	ACCESSORIES	OUT	IN	
Physical address: Residential office:		Daily/weekly /monthly		RHS side mirror			
Telephone No:		Extra hrs Charged	500 per hr	LHS side mirror			
Employer:		Extended days		Front wind screen			
Id/Passport No:				Rearwind screen			
Licence No:		Driver's allowance		Headlight lenses			
Nationality:				Fuel level		Tail light lenses	
Referee:		TOTAL		Front bumper			
Contact:				Radio/CD player			
Id/Passport No:				Front doors			
Phisycal address:		DEPOSIT		Rear doors			
Signature				BALANCE		Floor matts	
				Spare wheels			
				Jack			
				Wheel Spanner/handle			
				First Aid kit			
				Life saver			
				Wheel Cover			
				Vehicle signed out by:			
				Residence/office visited by:			

DECLARATION (Applicable in case of self drive only.)

I am an adult of sound mind between the age of 24 years and 70 years. I do not suffer from any physical infirmity, defective hearing and or eyesight which are likely to affect any driving ability or skills. I have not been convicted during the last 5 years, of any criminal or traffic related offence. I have for past 2 years been a holder and currently hold a valid driver's license free from any endorsement. With regard to motor Vehicle insurance, no insurer has at one time has ever declined my proposal, required an increased premium, or imposed special conditions, refused to renew or cancelled my cover. I am renting/leasing the above mentioned motor vehicle in good mechanical and overall condition and shall pay for any damage occasioned to the aforementioned motor vehicle and or third party while in my possession. I fully understand that that am the only person authorized to use the motor vehicle, unless specific authority in writing has been granted by the Company. I undertake to return the motor vehicle in a good mechanical and overall condition not later than the date stated herein. This rental, is a subject tom the company's terms and conditions, a set out overleaf which conditions I have read, understood and agree by my signature to accept as the conditions of this agreement with the Company. I have read and understood what is deponed herein and sincerely swear that what is deponed to herein is true to the best of my understanding , knowledge and Belief.

**I HEREBY AGREE TO ALL TERMS AND CONDITIONS SET OUT HEREIN
THIS CONTRACT AND TAKE FULL RESPONSIBILITY OF THE MOTOR
VEHICLE UPON HIRE.**

SIGNATURE.....

DATE

GENERAL CONDITIONS

The lessor /Rents to the lessee or his agents , whose signature appears herein, the motor vehicle described overleaf on the terms and conditions stated on both sides of this contract which the lessee accepts and agrees to observe.

ARTICLE 1: USE OF THE MOTOR VEHICLE

The lessee agrees not to permit the motor vehicle to be used:

1. By anyone other than himself or authorized persons. with the lessors written consent.
2. For paid carriage of passengers and in races.
3. To push or tow any vehicle and trailer.
4. By anyone under the influence of alcohol and or drugs are mentally challenged;
5. For illegal purposes and overloading of goods and or passengers contrary to the relevant statutes governing the same.
6. By anyone less than 24 years of age but not more than 70 years.

By anybody who lacks a currently valid drivers licence having held the same for the last two years.

The lessee further agrees to activate the car alarm whenever leaving the motor vehicle and to activate tracking system if applicable. The lessee shall in no event assign, mortgage or pledge this contract, the motor Vehicle its equipment and or tools or treat the same in any way detrimental to the lessor.

ARTICLE 2: CONDITION OF THE MOTOR VEHICLE

The trip recorder and or connector shall not be tampered with . In the event of connector failing to operate for any reason , the lessee shall have to pay for estimated kilometre allowance calculated for the fraudulent use. The lessee shall check the condition of the motor vehicle before accepting it as no claims whatsoever by the lessee shall be entertained regarding the condition of the motor vehicle after acceptance. The lessee shall be responsible for any theft , damage or loss of the motor vehicle parts , its equipments and or spare parts. In case of breakdown of the motor vehicle and event of the lessor engaging full recovery and rescue operations the same shall be charged on the lessee. The lessor shall not under any circumstance be liable to make any payment to the lessee in respect of or to indemnify the lessee against loss. Through negligence on the part of motor vehicle the lessee shall be deemed to have acquiesced its road worthiness. In the event of damage to the motor vehicle or injury to any third party through the negligence of the lessee deposits shall only be refunded after assessment of the same by a qualified motor vehicle assessor and full remedy of the same by the Lessee.

ARTICLE 3 : PAYMENT

The lessee shall fully pay the amount charged for the term of the lessee plus the cost of the mileage covered during the term in addition to a minimum refundable deposit fee of ksh..... In the event of payment being made via credit card, a bank slip shall be kept in the company and the charges shall be upon issuance of the motor vehicle

ARTICLE 4 : INSURANCE

The lessee and each of the drivers of the motor vehicle authorized pursuant to article 1 above agrees to participate as assumed in the lessors main business establishment . Such policy covers injury to the third parties according to the applicable regulations in the country the motor vehicle is registered. The lessee hereby approves and undertakes to observe the terms and conditions thereof. The lessee further agrees to take all necessary steps to protect the lessors interests pertaining to the motor vehicle and its insurance cover particularly:

1. To report within 24 hrs to the lessor and concurrently to the police of any accident, theft of the motor vehicle or fire.
2. To include in the eventual report of any of the above eventualities and in case of an accident involving a third party, his or her name address , his or her insurer, and pin number.
3. To attach to such report any available police report.
4. In any event to discuss liability, deal or settlement with such third parties relative to the accident.

ARTICLE 5 : LIABILITY

The lessee or his approved driver are jointly and severally legally liable for any infringements committed by them during term.

ARTICLE 6: INSURABLE DAMAGE

I fully understand that the payment of the daily insurance , my maximum liability is limited to ksh..... for collisions and ksh..... for theft. Being the excess premium and claims payable to the insurer. Notwithstanding payment of the aforementioned rates , I shall be fully liable for all damage to the motor vehicle if its used, operated or driven in violation of any of the terms and conditions of this rental contract. The lessee is not allowed to drive out of the republic of Kenya unless with prior written authority by the Lessor and relevant licences obtained. The lessee shall be liable for any consequential loss due to the contravention of these conditions.

ARTICLE 7 EXTENSIONS

No extensions shall be allowed without 12 hrs prior written notice with the company and that all prior rental conditions shall fully apply. Any outstanding payments as a result of the extensions shall be settled at the company at the end of such extension . The rate charged for the extensions shall be as per the contract. Delays in returning the motor vehicle shall attract a fine of ksh. 500 per hour.

ARTICLE 8. AMENDMENT

This contract is not a subject to any amendment unless agreed on by the parties in the writing.

ARTICLE 9. SETTLEMENT OF DISPUTES

Any disputes arising between the parties to this contract shall be subject to arbitration.

ARTICLE 10. REFUNDS

The lessee shall notify the company of any genuine repairs carried out and furnish receipts of the same as long as the repairs were not necessitated by the negligence fault or omission of the lessee.