



# AUTO RENTAL UGANDA

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This rental vehicle agreement (“Agreement”) is made between Gorilla Walking Safaris (u) ltd (“Operator”) and Client (“Hirer”). The following is agreed:

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

This Document is drafted as binding agreement between the hirer and Operator and you will be required to sign before leaving with your vehicle.

### **1. Vehicle description and term of hire**

(a), The Operator will let, and the Hirer will take, the motor vehicle, details of which are set out in this agreement (“Vehicle”), for the term of hire as described in this agreement.

1. I/we.....is/are hiring Vehicle  
No.....for Self-drive with Operator, Hired for a period of.....  
.....From (time)..... date.....date of return of  
vehicle.....

### **1. Payments by Hirer**

1. The Hirer must pay the Operator for the hire of the Vehicle the sum or sums specified below in this agreement. The rates are in Uganda shillings.....  
USD.....Payment of .....has been made.
2. Payments for the rental are always made cash upon Arrival or by bank transfer to our USD account in Kampala.
3. Payments with Visa or Master card (through Pesapal) can be made on request. The 3.5% administration costs charged by Pesapal are forwarded to the Hirer.
4. Credit card and bank payment shall be made latest 14 days before departure date
5. When paying cash upon arrival, the operate accepts Ugandan Shillings, Euro’s and US Dollars notes which are printed after 2009.
6. In addition to the payment specified in clause 2 above, the Hirer acknowledges that s/he will be liable at the end of the hire period to pay the Operator any applicable additional charges. These may include charges for extra days driven, 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), traffic fines, fines and fees, and toll charges.

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

### **1. Use of the Vehicle**

The Hirer must not:

1. 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
2. sublet or hire the Vehicle to any other person;
3. allow the Vehicle to be used outside his/her authority;
4. Operate the Vehicle or allow it to be operated in circumstances that constitute an offence against any law in Uganda & other east African countries.
5. operate the Vehicle or allow it to be operated in any race, speed test, rally or contest;
6. Operate the Vehicle or allow it to be operated in breach of the agreement.
7. Operate the Vehicle or allow it to be operated for the transport of more passengers than the maximum specified on the contract.
8. Drive or allow the Vehicle to be driven on any roads excluded ( off tracking in National Parks)
9. No replacement or substitute of any parts or accessories of the vehicle without the knowledge and approval of the company.
10. To propel or tow any vehicle on trail without the consent of the operator.

### **1. Hirer's obligations**

The Hirer must ensure that:

1. all reasonable care is taken when driving and parking the Vehicle;
2. the water in the Vehicle's radiator and battery are maintained at the proper level;
3. the oil in the Vehicle is maintained at the proper level;
4. the tyres are maintained at their proper pressure; But for the flat tyres a client has to cater for this as this is an avoided, but when its beyond repair a new one will be fixed but at a shared cost
5. the Vehicle is locked and secure at all times when it is not in use;
6. no part of the engine, transmission, braking or suspension systems are interfered with; and
7. Should a warning light be illuminated or the Hirer believes the Vehicle requires mechanical attention; they stop driving and advise the Operator immediately.

### **1. Operator's obligations**

The Operator will supply the Vehicle in a safe and road worthy condition, displaying valid Third party insurance.

### 1. **Mechanical repairs and accidents**

1. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair regardless of cause, the Hirer must notify the Operator of the full circumstances immediately.
2. The Hirer must not arrange or undertake any repairs or leave the scene of accident before police inspection or without the Operator's authority.
3. If the vehicle requires repair or replacement, the operator must arrange repairs to the vehicle or arrange a replacement vehicle within a reasonable time frame( 24Hours), provided that the operator will not be required to repair or replace the vehicle if it was damaged while being operated in a manner which breaches this agreement
4. In case of mechanical breakdown we provide replacement of the car we are responsible to fuel to drop the replacement car and then you also provide the fuel to return the breakdown car.

### **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.

The operator's Insurance Policy Covers for Only the Vehicles, Head on Collision and theft for the Vehicle and doesn't provide Personal Life Insurance for the occupant so you're required to come with life insurance from home country. This Insurance does not cover any damage caused by negligence such as driving under the influence of alcoholism , wheels/trims, cigarette burns (Our vehicles are all non-smoking), punctures, damage to radio covers, badges etc.

1. Immediately notify the police if another party's guilt is to be ascertained or if any person is injured
2. Therefore clients are entitled to get police Report and make Police Statement when he or she gets accident because it is what company insurance base on to compensate, so when the client does not get this letter is to meet all the expenses.
3. The Excess insurance charged by the operator will vary depending on the car type: Toyota Rav4 USD **300-350** and Land cruiser Prado **500-1000** USD depending on the assessed damage.
4. 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

**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.

1. 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:**

1. Driving in excess of speed limits
2. Single vehicle incidents or rollover, this happen due to over speeding so a client is advised to drive at advised speed limit- 50Km/hr. Towns and 80 km/hr. high ways.
3. Damage to the vehicle is caused by careless, willful or reckless driving
4. Damage to the vehicle is caused by lack of proper care as clause 4
5. Driving under the influence of drugs or alcohol
6. Driving on restricted roads / areas like off- tracking in Uganda National Park
7. Use of fuel from restricted petrol stations, clients are supposed to take fuel from only **Total and Shell petrol stations**
8. During weather conditions like rainy season the client has to take care when driving in muddy areas.
9. Underbody coverage, damage to the underbody of the vehicle is considered a result of careless driving.
- 10.

1. **Cross Border Insurance:** Our Vehicles are insured for use in Uganda only, Hirer must not attempt to take the vehicle Cross border without prior consent from the operator and hirer must buy COMESA insurance at border during the rental period.

## 2. **Driving Time & Advice.**

1. The vehicle has to stop operation at 7:00pm and should start be on road at 6:30 am and above, unless it is airport pick or drop at or from the airport, anything happens beyond the mentioned time the Hirer is responsible for whatever that happen on the car.
2. 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
3. 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 and the operator will not be liable for damages to the car.

## 1. **FUEL**

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

## 1. **RETURN VEHICLES**

The Hirer must, at or before the expiry of the term of hire, 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).

**1. Breach of the Contract**

1. 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.
2. In case of the accident the client will be subject to a driver for the entire remaining trip period at extra fee of USD30 per day.

**Note:** If you want to return the car before the end of your rental period no money is refunded, so 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 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.

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 this number Call on:

0774365874 :Guma

0774081731: Shamim

0778082201 : Office