

TERMS & CONDITIONS

EXCESS PAYABLE ON DAMAGE IN CASE OF AN ACCIDENT

I fully understand that by the daily insurance, my maximum liability to the company is limited up to ksh.....in case of an accident. In such event the hirer will have to pay an insurance excess as determined by insurance company, being the excess premium in each and every claim, payable to the insurance company and not withstanding payment of above mentioned rate. I shall be fully liable for all damages to the vehicle if it is used, opened or driven in violation of any terms and condition of the hire contract.

Signature of the hire.....

PRE-HIRER DAMAGE NOTED:

I HEREBY WARRANT THE ABOVE PARTICULARS ARE TRUE SIGNATURE.....

DELIVERY &RETURN

Hirer acknowledges that the vehicle is in good condition and all the documents related when received, he or she should return the vehicle as per this agreement at such other time as the company may direct.

CONDITION FOR USE

The hirer covenants and agrees that during the period of hire, he or she shall **NOT** attempt or permit any of the following acts,

a) Permit the vehicle to be driven

1. by any person other than the hirer or authorized driver.
2. by any person without a valid driving license and reasonable driving experience.
3. by any person under the influence of alcohol, hallucinatory drugs, narcotic or barbiturate.

b) Permit the vehicle to be used

1. As transportation of person/goods for hire/rewards, speed rally, competition or any other subject in contravention of traffic regulations.
2. No overloading the vehicle.
3. The hirer agrees to use of any anti-theft device whenever the car is parked and away from riot situation.
4. No repair or replacement of parts by the hirer.
5. Return the car with the same amount of fuel as at the time of hire.
6. In case of an accident the hirer shall pay for the towing charges to Nairobi or any other place that will be discussed and agreed upon by the Hirer and twixt logistics Ltd.
7. The vehicle should not go outside the republic of Kenya unless otherwise agreed and Authorized by the company.

CONDITIONS OF THE VEHICLE

1. The vehicle should be clean and in proper operational condition, five tyres without punctures, damaged rims, wheels or broken windscreens.
 2. No tampering with odometer, if the seal is tampered with, legal action will be taken and a minimum KES 1,500 /= per day for the hire period will be charged.
 3. The hirer should check for oil and water.
- The hirer shall pay for fueling, damages in case of an accident and personal accident insurance cover and any other miscellaneous charges.

Payments:

1. Payment: Full payment for the period of hire plus the cost of estimated mileage will be required from the hirer when taking over the car, in addition to a minimum of kshs. 40,000 /= (Refundable deposit).
2. The company is not responsible for any repair of over kshs.500 unless authorized by the company. Please check the condition of the vehicle before accepting it, as no claim whatsoever will be entertained regarding the condition of the vehicle afterwards.
3. Bust tyres, damaged wheels' rims, theft of spare wheels, tools etc. are the sole responsibility of the hirer and will be charged for any of the above items in case lost or damaged at the value specified by the company.

4. The hirer shall report any incident involving the vehicle to the Company within 24hrs of occurrence of the accident and also to the police or other proper authority as prescribed by the law, the hirer shall supply proper information, drawing and assistance in connection with the evidence as the insured or insurance may require. The hirer shall not, without the prior consent of the company give any instructions for any repairs of the vehicle or for replacement of any part as rendered necessary by the accident.

DO NOT ADMIT LIABILITY

5. The Owner or Company shall not under any circumstance be liable to make any payment to the hirer in respect or to indemnify the hirer against any loss, injury or damage by the hirer or by any third party or its servants or agents howsoever caused and taking delivery of the vehicle, the hirer shall be deemed to have satisfied of any part rendered necessary by the accident.

6. In the event of damage, to the car or any third party, deposits will only be refunded after the assessment is received from our assessors and damages to the hired car which are insured third party are sole responsibility of the hirer.

7. Insurance: all the cars are insured, but in all cases the first kshs. 50,000 being excess premium on each and every claim is the responsibility of the hirer. In the event of the vehicle getting stolen while in the custody of the hirer, the excess premium will be kshs. 72,000. Windscreens, electrical and mechanical repairs are not covered by the insurance cover therefore it is the sole responsibility of the hirer.

LOSS OF USE

8. In the event that the car is not returned to the company because of any issue that might render the company to loose revenue, the Hirer will pay the company 50% of the daily rate till such a time when the car is returned to the company.