



PAMOJA TOURS AND TRAVEL LTD

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TERMS AND CONDITIONS OF RENTAL AGREEMENT TO HIRE RENTAL VEHICLE

The Rental Agreement comprises these terms and conditions and the rental document setting out the hire details which is provided with each vehicle at the point of hire (referred to in these terms and conditions as the "Rental Document"). The Rental Agreement is made between Pamoja Tours and Travel Uganda Company Limited (Herein referred to as "the owner") and

.....

Signing the Rental Document (herein referred to as "the hirer") whose particulars are

Recorded in the Rental Document. It is hereby agreed as follows:

1. VEHICLE DESCRIPTION AND TERM OF HIRE

Pamoja will let and the hirer take the motor vehicle, details of which are described in the Rental Document (herein referred to as "the vehicle"), for the term of hire as described in the Rental Document

The Vehicle

Owner hereby agrees to hire to hirer the following vehicle details ("Vehicle"):

Make:..... Year:..... Mileage:.....

Reg No.....Chassis No:.....Engine Number:.....

Colour.....Seating Capacity.....

2. PERSONS WHO MAY DRIVE THE RENTAL VEHICLE

The vehicle may be driven during the term of hire only by the persons named on the Rental Document or in a supplementary driver's sheet attached to the Rental Agreement, and only if they hold a current full valid driver's license appropriate for the vehicle while they are using the vehicle.

a. REQUIREMENTS

Anyone who will be driving Pamoja Tours and Travel vehicles **MUST** present a valid driving license (REF: TRAFFIC AND ROAD SAFETY ACT1998, PART IV: ARTICLE 35).

A valid passport or National ID

Other IDs -Work ID -Village ID-Insurance ID

-A clear map of the Hirer's current residence and company in case for an individual and Company respectively.

Non Ugandan

- Passport
- Valid driving license
- Documents confirming dates of arrival and departure to or from Uganda
- A clear map of current Residence

Ugandan

- Valid National ID
- Valid Driver's License
- Other IDs

3. RETURN OF VEHICLE

Pamoja Tours and Travel agrees to the hire Vehicle to hirer for the following period:

Start Date:End Date:

The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the agreed Rental location described in the Rental Document or obtains Pamoja Tours and Travel's consent to the continuation of the hire (in which case the hirer shall pay additional hire charges for the extended term of hire).

If the hirer does not comply with this clause, and does not immediately return the vehicle, Pamoja Tours and Travel may report the vehicle as stolen to the Police and the hirer must compensate Pamoja Tours and Travel for either the full cost of the vehicle, or all additional Costs and losses incurred up to the time that the vehicle is recovered by Pamoja Tours and Travel.

4. DRIVING TIME & TIPS

The vehicle has to stop operation at 7:00pm and should start at 6:00 am (East Africa Standard time) anything that happens beyond the mentioned time the hirer will pay for all the damages to the car on top of USD\$1200 fine, unless consented by the Owner.

The Driver guide will stop driving at 7:00pm and night game drives are subjective to extra pay of 20\$ with extra payment to UWA according to UWA Tariffs.

Speed Limit in National Park is 40KM/h and don't go off track, any client who does it is responsible to Pay the 150 USD to Uganda Wildlife Authority and USD\$500 fine to the Owner.

Animals in the National Park have 100% the Right of way and clients are to be 100 Metres Away from the Fierce Animals like Elephants, Buffaloes, Lions, Leopard etc and the Owner will not be liable for damages to the car.

5. HIRER'S OBLIGATIONS

The hirer shall ensure that:

- a) All reasonable care is taken when driving and parking the vehicle.
- b) The water in the vehicle's radiator and battery is maintained at the proper level.
- c) The oil in the vehicle is maintained at the proper level.
- d) Only the fuel type specified for the vehicle will be used.
- e) The tyres are maintained at their proper pressure.
- f) The vehicle is locked and secure at all times when it is not in use and the keys kept under the hirer's personal control at all times.
- g) The distance recorder or speedometer is not interfered with.
- h) No part of the engine, transmission, braking or suspension systems are interfered with.
- i) should a warning light be illuminated or the hirer believes the vehicle requires mechanical attention, the hirer will stop driving and advise the owner immediately.
- j) All drivers authorized to use this vehicle during the term of hire are aware of and comply with the terms outlined in the Rental Agreement.
- k) Any authorized driver carries their driver's license with them in the vehicle at all times and will produce it on demand to any enforcement officer.

6. INSURANCE

The Owner'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 as per the Uganda Insurance Act.

The Owner'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 and may have extra Insurance. This Insurance does not cover any damage caused by negligence such as driving under the influence of alcohol, wheels/trims, cigarette burns (Our vehicles are all non-smoking), punctures, damage to radio covers, badges, Passing through water and the engine knocking etc.

Immediately notify the police if another party's guilt is to be ascertained or if any person is injured.

Therefore clients are entitled to make Police Statement when he or she gets accident because it is basis for the police report and owner will base on this to process the claim from the insurance for the damages to the car.

The Excess insurance charged by the Owner will vary depending on the car type: Toyota Rav4 USD 300, Land cruiser Prado TZ & TX 500 USD and Luxury jeeps: LX 7.0 Series, V8, GX, TXL land cruisers Excess insurance is US\$ 2000.

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.

Rooftop Tents and camping gears are not part of insurance in case of any damage, the client shall pay the costs of replacing the tent in the original cost as per the Quotation from Manufacturing Tent cost at \$1000.

IMPORTANT: The Owner is not providing insurance services to the Hirer. The Owner manages the insurance provided under the Policy (Avenue Insurance Brokers on behalf of insurance company). The Owner 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 Owner.

7. MECHANICAL REPAIRS AND ACCIDENTS

- a) If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the hirer shall notify the company of the full circumstances by telephone immediately.

b)

The hirer shall not arrange or undertake any repairs or salvage without the company's authority (this includes, but is not limited to, purchasing a replacement tyre) except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

c)

Hour Roadside Assistance is free for all inherent mechanical faults (as determined by the company or its authorized repairer) related to the vehicle specified in the Rental Document. For all other roadside assistance call outs including refuelling, jump start, tyre related incidents, lost keys and keys locked in the vehicle, a service fee will be charged.

- d) If the vehicle requires repair or replacement, the decision to supply another vehicle to the hirer is at the company's sole discretion and the hirer will meet fuel cost of the rescue car from the head offices in Kampala to the rescue destination.

8. THE HIRER WILL NOT BE COVERED UNDER THE POLICY (and therefore is personally liable for all damage)

- i. Note: Areas where client is 100% responsible for damages on the car:
- ii. Driving in excess of speed limits calls a fine of 80 US\$ as per Section 120 Traffic Act, Keep the 80Km/hr. on high way and 40km/hr in trading centre.
- iii. Single vehicle accidents or rollover, will call in a fine of \$ 1000 USD plus the Excess in section 6 of the Agreement.
- iv. Damage to the vehicle caused by careless, reckless driving, Engine Knocking (passing through deep water, calls Fine of US\$ 1000 for Rav4 and Toyota Land cruiser US\$ 1500)
- v. Damage to the vehicle is caused by lack of proper care as clause **iv** states.
- vi. Driving on restricted roads / areas like off- tracking in Uganda National Park
- vii. During weather conditions like rainy season the client has to take care when driving in muddy areas and avoid passing in deep water.
- viii. Under body coverage, damage to the under body of the vehicle is considered a result of careless driving.
- ix. Cross Border Insurance: Our vehicles are insured for use in Uganda only, Hirer shall not attempt to take the vehicle Cross border without prior consent from the operator and hirer must buy COMESA insurance which is processed by the Owner at 40\$ for 20 Days or less days.
- x. Clients going cross border must provide proof of an exit confirmation from the foreign country visited and failure to do so , will be subjective to surcharge of 200\$ to drive the car back to that country to exit.
- xi. Use of fuel from restricted petrol stations, clients is supposed to take fuel from only Total and Shell petrol stations.

9. TRAFFIC OFFENCES

All penalties related to traffic and/or parking offences are the responsibility of the hirer. The Hirer must ensure that receives notice of any traffic or parking offenses incurred by the hirer, to file a copy of any such notice to the hirer's profile as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the hirer. The hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and has a right to seek a court hearing from the date of issue of the infringement notice.

10. CANCELLATION OF HIRE AGREEMENT

..... has the right to terminate the hire and take possession of the vehicle if a cancellation notice is submitted in 3 months advance. i.e. if Pamoja Tours and Travel fails to comply with any of the terms of the Rental Agreement.

11. PRIVACY ACT

The content of this document is between the Hirer and Owner. Therefore, confidentiality of information flow of this nature is considered between the two Parties on this rental agreement. In the case of failure to abide by, the Owner will without prejudice use the information before authorities. The Hirer has the right to use this information to promote the company goals and objectives.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

ACCEPTED BY	ACCEPTED BY PAMOJA TOURS & TRAVEL:
Name	Name
Occupation	Occupation
Date	Date
Signature	Signature

WITNESSES:

1.....

2.....

3.....

NOTE TO

NOTE – PAMOJA TOURS AND TRAVEL