



EXPEDIENT CAR HIRE LIMITED

PLOT 163 SEMAWATA, P.O.BOX 23645 KAMPALA +256773421766/+256778673889

Email: info@expedientcarhire.com Website: www.expedientcarhire.com

Car Hire Agreement

This Car Hire Agreement (“Agreement”) is made and entered into on this day of 2015

BETWEEN

EXPEDIENT CARHIRE of the above address being the owner (hereinafter referred to as the “OWNER” which shall where the context so admits include its assigns and successors in right) of the one part;

AND

.....with an address of
..... (Hereinafter referred to as the “HIRER” which shall where the context so admits include its assigns and successor in right) of the other party.

Owner and Hirer may also be herein referred to as “Party” in the singular and “Parties” in the plural. This Agreement is subject to the following terms and conditions:

I. Rental Vehicle

Owner hereby agrees to hire to the Hirer the following vehicle (“Vehicle”):

Make:..... Model:.....

Year:..... Colour:.....

Mileage:..... Reg No:.....

II. Rental Period

Owner agrees to hire the vehicle to the Hirer for the following period

Start Time & Date: End Time & Date:.....

The Parties agree that this Agreement terminates upon the End Date specified above unless the owner is informed otherwise. No refunds shall be given for late pick-ups or early returns.

III. Mileage Limit

Renter will obey the following mileage limit for the vehicle:

No mileage limit Kms

IV. Hire Fees

The Hirer hereby agrees to pay the Owner for use of the Vehicle as follows:

Fees: USD.....per day/week/Month

V. Fuel: The Hirer will take the vehicle full tank of fuel and shall return it to the Owner will full tank again. The Hirer is required to fuel up the vehicle at larger ad established fuel

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stations e.g. Shell and Total. This is to avoid buying fuel that is mixed with other liquids which can damage the engine.

VI. Security Bond Deposit: USD...200...Owner shall retain this deposit to be used, in the event of loss or damage to the Vehicle during the term if this agreement, to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss, the deposit shall be refunded to the Hirer upon return of the Vehicle.

VII. Existing Damage to Vehicle

The parties acknowledge the existing damage to the Vehicle as notated below:

.....

.....

.....

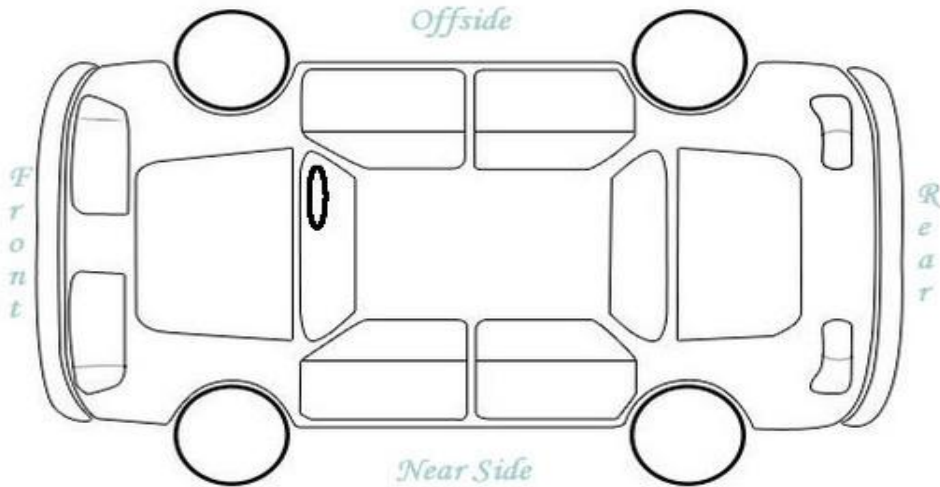
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Number	Description
1	Light Scratch
2	Scratch
3	Deep Scratch
4	Dint
5	Break
6	



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VIII. Insurance

- a) The Vehicle is comprehensively insured with Britam Insurance Uganda against damage as a result of accidental collision or overturning consequent upon mechanical breakdown; fire external, explosion, self ignition or lightening or burglary, housebreaking or theft; malicious act; while in transit (including the process of loading and unloading incidental to such transit) by road, rail, inland water way, lift or elevator. Excess claims beyond the maximum paid by Britam shall be the responsibility of the Hirer.
- b) The Insurance policy does not cover any accidental loss damage or liability caused, sustained or incurred out Uganda, when the vehicle is being used otherwise than in accordance with the limitations as to use, being driven by any person other than an Authorized Driver, War, invasion, act of foreign enemy, civil war, rebellion, detention, seizure, confiscation, acts of nature e.g floods.
- c) An excess fee applies which is not covered by the insurance policy.
- d) In case of an accident, the Hirer shall immediately notify the Owner, take pictures of the damaged vehicle(s) and process and clear a police report.
- e) In case of accident involving another vehicle, details of the vehicles involved and their drivers should be identified and reported such as the driver's I.D and telephone number and insurance number where applicable.
- f) After an accident, the Hirer should not leave the vehicle unattended as an unattended vehicle can be vandalized.
- g) The Hirer must ensure safety of the vehicle and keys to it. The Hirer must always lock the vehicle when not using it and use any security device fitted to or supplied with the vehicle.
- h) Before the hirer returns back the vehicle to the owner, the hirer must check and ensure that he has not left any personal belongings in the vehicle.
- i) In case of any damage due to the hirer's negligence beyond the insurance cover, the hirer is duly responsible for the repairs and/or replacement of the vehicle or damaged parts.

IX. Owner Warranty

The Owner represents that to the best of his knowledge and belief that the Vehicle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use.

X. Hirer Warranties



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The Hirer agrees that Hirer will not (a) use the Vehicle to carry any passengers other than those authorized travel companions by the Owner; (b) allow any other person to operate the Vehicle; (c) operate the vehicle in violation of any laws or for an illegal purpose and that if Hirer does, Hirer is solely responsible for all associated, tickets, fines and fees; (d) use the Vehicle to push or tow another vehicle; (e) use the Vehicle for any race or competition; (f) operate the vehicle in a negligent manner; (g) driver the Vehicle under the influence of Alcohol or drugs; (h) smoke inside the vehicle; (i)load the vehicle beyond the manufacturer's maximum weight recommendations (j)rent or dispose of the vehicle or any of its parts; (k) give anyone legal rights over the vehicle;(l) let anyone work on the vehicle without the owner's permission. If the owner does give permission to the hirer, the owner will only refund receipted expenditure

XI. Damages

The Owner cannot be liable for damages to the car as these are not the result of mechanical condition of the car. The Hirer acknowledges that they are responsible for all repair and recovery costs in case of the following damages: (a) **Tires**- Owner ensures that the Vehicle is hired out with good quality tires. However, a flat tire can happen during hire period and repair is at the expense of the Hirer. In an event that a tire is damaged beyond repair, the Hirer at his/her own cost must replace it with a tire of similar dimensions, type and wear characteristics ;(b) **Underbody coverage**- damage to the underbody of the Vehicle is considered a result of careless driving; (c) **Windows**; (d) **Interior** of the Vehicles e.g seats, seatbelts and other accessories.

XII. Breach of Agreement

The Hirer will be fully liable for any damage to the Vehicle and/or property, if:

- a) driving in excess of speed limits (over speeding)
- b) Single vehicle incidents or rollover
- c) Damage to the Vehicle is caused by careless, willful or reckless driving
- d) Damage to the Vehicle is caused by lack of proper care/ maintenance of the vehicle
- e) Driving under the influence of drugs or Alcohol
- f) Driving on restricted roads or areas
- g) Water submersion or saltwater damage is caused
- h) Any other terms of this Agreement are breached.



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XIII. Disputes and Governing Law

The laws of the Republic of Uganda without regard to any conflict of law principles govern this Agreement. No action, arising out of the transactions under this Agreement may be brought by either Party more than one year after the cause of action has accrued.

XIV. General

- 1) The Hirer shall have a valid driver's license of the country of residence or International Driver's License. It is the Driver's responsibility to carry his/her license while driving.
- 2) Any legal actions or fines from traffic offences shall be borne by the Hirer
- 3) Expedient Car Hire strongly advises not to drive at night after 1900hours
- 4) The Hirer shall return the vehicle on the agreed date before 1900hours unless the Owner is informed and agreed otherwise.
- 5) The Hirer must let the owner know as soon as the former becomes aware of a fault in the vehicle.
- 6) Border crossing requests are dealt with on a case by case basis and the planned route needs to be discussed in detail as certain areas are off limit. The Hire shall not cross Uganda Geographical boundaries without written permission from the Owner as additional insurance cover is required and a valid COMESA card.
- 7) In case of a mechanical breakdown or accident in which the car cannot be repaired within 24hours, a replacement car will be provided and paid for by the Owner as soon as possible. Please note that all replacement vehicles will have to come from Kampala City.
- 8) Payment terms: The hirer is expected to make a full payment at the start of the rental period. And in the event the hirer wants to extend his/her contract; payments should be made on the everyday of renewal. Payments can be made in cash or by bank transfer to our USD account in Kampala. When paying cash, Owner accepts USD notes which are printed in 2004 and above.

This Agreement, including all Exhibit(s), constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by Affiliate. No alternation of modification of this Agreement or any Exhibits shall be valid unless made in writing and signed by an authorized Affiliate of each Party. The waiver of either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be



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in writing and signed by an authorized Affiliate of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees.

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

ACCEPTED BY HIRER	ACCEPTED BY OWNER
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: