



Self Drive Uganda Ltd.

Specialists in: Self Drive Safaris in (East Africa), Airport Transfers

Gorilla Permit Reservations & Camping Gears.

Namasuba- Kikajjo, Semakula Road

Tel: +256 787 471 094, +256 760 929284

Email: info@selfdriveuganda.com | www.selfdriveeastfrica.com | www.selfdriveuganda.com

THIS AGREEMENT IS MADE BY AND BETWEEN

SELF DRIVE UGANDA OF P.O.BOX 108739 KAMPALA, UGANDA

AND

.....

THISDAY OF20.....

Prepared by:

**The Management
Self-Drive Uganda Ltd
P.O. Box 108739, Kampala
Uganda.**





This Car Rental Agreement is entered into between SELF DRIVE UGANDA herein after referred to as the "**Lessor / Owner**"

andherein referred to as the "**Lessee / Renter,**"

Whereas;

RECITALS:

- a. The Lessor/Owner is a registered car rental service company and the Renter is desirous of renting or leasing a motor vehicle from the owner/lessor.

This agreement outlines the respective rights and obligations of the Parties relating to the rental of the car. And the terms are set out as follows;

1. IDENTIFICATION OF THE VEHICLE

Owner hereby agrees to rent to Renter a passenger vehicle identified as follows:

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

Year: RGN:

Color:

(Hereinafter referred to as "Rental Vehicle").

2. RENTAL TERMS

The term of this Car Rental Agreement runs from the date and hour of vehicle pickup as indicated just above the signature line at the bottom of this Car Rental Agreement until the return of the vehicle to Owner, and completion of all terms of this Car Rental Agreement by both Parties. The estimated rental term is as follows:

Estimated start date: **Estimated end date:**

Confirmation Number:.....

Pick up Location:.....**Drop off Location:**.....

NB: The Renter may shorten but No refunds shall be made for Rental Periods shortened from the already paid for rental period, please be advised to take extra care while picking dates to avoid inconveniences. Or a daily payment can be made or on return of the Rental Car at the end of the Rental Period agreed.

The Renter may also extend the estimated term of rental by mutual consent the car owner or its agents and upon payment of the requisite Rental fees for the extension period



3. PAYMENTS BY RENTER

- a. The Renter shall pay the owner for the rental of the motor vehicle the sum or sums agreed upon as per the Booking confirmation. Payments can be made in Uganda Shillings (UGX) or United States Dollars (USD) Or Euros as per the agreed standard exchange rate. Dollar notes accepted by the Car Owner start from 2009 print notes and above.
- b. Payments for the rental are always made in cash on arrival or by bank transfer to our USD Account in Kampala Uganda, we also accept Visa credit card payments inclusive of an extra surcharge (4%) 7 days before the start of the rental period.
- c. In addition to the payment specified in section (3) (b) above, the Renter acknowledges that she/he will be liable at the end of the rent/lease period to pay the car owner any applicable additional charges that may arise during the rental. These may include; charges for extra days used, late return contrary to the time agreed with car owner/ his agent, damage to or repair of the motor vehicle (subject to the other terms of this Agreement) , traffic fines, fines and toll charges and border crossing exit confirmation fines.
- d. The fuel / oil expense will be met by the renter of the vehicle during the period of the rental.
- e. Renter will pay to Car Owner rental fees for use of the Rental Vehicle as follows
Basic fee:per day, week month,
Total Payment (UGX,USD, EURO)
Balance on Payment.....

4. REPRESENTATIONS AND WARRANTIES

- a. Owner represents and warrants that to Owner’s knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle and possess a valid third party insurance as provided under the Laws of this country.
- b. Renter represents and warrants that the Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.

5. SCOPE OF USE

The renter shall not:

- a. Use or allow the motor vehicle to be used for the transport of passengers for hire unless the motor vehicle is rented with the car owner’s knowledge. The Vehicle should not exceed the carrying capacity of the car as provided in the insurance License or as dictated by the terms of the contract.

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- b. Renter will comply with all applicable laws relating to holding of license to operate the vehicle, and pertaining to operation of motor vehicles that it shall not be operated in circumstances that constitute an offence against any laws in Uganda & other East African Community Countries (Rwanda, Kenya & Tanzania).
- c. Shall not operate the motor vehicle or allow it to be operated in breach of the agreement that is shall not operate the motor vehicle or allow it to be operated in any race, speed test, rally or contest.
- d. No replacement or substitute of any parts or accessories of the vehicle without the knowledge and approval of the operator.
- e. To propel or tow any vehicle on trial without the consent of the operator.
- f. Renter will not allow any other person to operate the Rented motor vehicle unless identified here in :

Primary vehicle operator:

i. NameSIGN

Additional vehicle operator:

ii. Name.....SIGN.....

6. RENTER’S OBLIGATIONS

The Renter must ensure that:

- a. All reasonable care shall be taken when driving and parking the vehicle in case of any damage to the vehicle the renter shall be liable to pay for the same.
- b. The water in the motor vehicle radiator and battery are maintained at the proper level.
- c. The oil in the vehicle is maintained at the proper level.
- d. The tyres are maintained at their proper pressure and in case of a flat tyre the client shall handle this at his cost as this is an avoidable .However, in case of damage beyond repair a new one will be arranged for at a shared cost between the car owner and the renter.
- e. The motor vehicle is locked and kept secure at all times whenever it is not in use.
- f. That no part of the engine, transmission, braking or suspension systems are interfered with and
- g. Should a warning light be illuminated or the renter believes the motor vehicle requires mechanical attention, they should stop driving and seek advice from the car owner immediately.

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7. MECHANICAL REPAIRS AND ACCIDENTS

- a. If the motor vehicle is involved in an accident, damaged, breaks down or requires repair regardless of the cause, the renter shall notify the car owner about the same giving full details immediately.
- b. The Renter shall not arrange or undertake any repairs or leave the scene of accident before police inspection or without the car owner's authority.
- c. If the motor vehicle requires repair, the car owner shall arrange repairs to the vehicle within a reasonable time frame depending on the location of the breakdown. If the breakdown was as result of breach of the Renter's obligation, then the Renter will be required to pay for the cost of repairs.
- d. In case of mechanical breakdown, the car owner shall provide a replacement car within 24 Hours for rental in Uganda and within 72 Hours for rental across the border.
- e. The car owner is responsible for fueling the replacement car and the Renter is responsible for fueling the broken down car returning to the car owners place of business(Preferably the pickup point)
- f. Vehicles are generally supplied on a "¼ to ¼ "basis of fuel/gasoline. Thus **NO CREDIT** will be given for unused fuel at the end of the rental period.

8. INSURANCE

The car owner's rental fleet is insured under various motor vehicle insurance ("Policy") from persons or company licensed to carry on insurance business in Uganda as provided for under the Uganda Insurance Act.

The Insurance Policy covers **ONLY**, Head on Collision and theft for the motor vehicle.

PLEASE NOTE:

1. The policy 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.
2. This policy does not cover Personal Life Insurance for the occupant. The Renter is advised to come with a life insurance policy from his / her home country.
3. In case of damage to Rooftop Tents and Camping gears the Renter shall pay the cost of replacing the tent at the original cost as per the quotation from the Manufacturing Tent company or a minimal fee of **USD 1000(United States Dollars)**

In Case of any accident

- a. Please notify the police Immediately in case of injury and need to ascertain who is at fault
- b. Make Statement with the police to give account of the events which will be the basis for the police report to enable the car owner to rely on while processing the claim from the insurance.

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c. The Excess insurance charged by the car owner will vary depending on the car type as noted below;

Toyota Rav4 USD 600

Land cruiser Prado TZ & TX 1000 USD,

Luxury jeeps: LX 7.0 Series, V8, GX, TXL land cruisers Excess insurance is USD 2000.

d. The Renter will comply with the terms and conditions of the insurance policy and shall pay the owner any excess not covered under the insurance policy.

e. The Renter (client) will be subjected to a driver for the remaining trip duration at extra fee of **USD 35(United States Dollars)** in Uganda and **USD 50(United States Dollars)** in foreign country per day.

NOTE: AREAS WHERE CLIENT IS 100% RESPONSIBLE FOR DAMAGES ON THE CAR:

1. Driving at an excess of speed limit attracts a fine of **USD 80(United States Dollars)** as provided for under the **Traffic Act**. You are therefore advised to maintain a speed of 80Km/hour along the high way, 50km/hour in town and slowdown in crowded places.
2. Single vehicle accidents or rollover, attract a fine of **USD 1000 (United States Dollars)** plus any excess not covered under the insurance policy.
3. Damage to the vehicle caused by careless, lack of proper care , reckless driving, Damage to the Engine as a result of passing through deep water, shall attract a Fine of **USD 1000 (United States Dollar) for Rav4** and **1500 (United States Dollar Toyota Land cruiser)**
4. Driving on restricted roads / areas like off- tracking in Uganda National Park.
5. Driving during bad weather conditions like heavy rains that subjects the driver to go through extremely muddy/ deep water areas that may lead to damage of the vehicle.
6. Underbody coverage, damage to the underbody of the vehicle is considered a result of careless driving.
7. Use of fuel from petrol stations not designated by the car owner which subsequently damages the motor vehicle.

Note **Recommended and Approved Petrol stations are Total and Shell Petrol stations.**

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9. CROSS BORDER RENTAL TERMS

CROSS BORDER INSURANCE: All vehicles are insured for use in Uganda only and the Renter shall not attempt to take the motor vehicle across border without prior consent from the car owner and the renter must buy **COMESA INSURANCE** which is processed by the car owner at USD 50 (United States Dollars) for a maximum of 20 Days. Failure to provide proof of Authorization to exit, the Renter shall be subjected to a surcharge of USD 200(United States Dollars) and return the vehicle back to country of origin.

10. GENERAL DRIVING TIME.

The start time of operation is 6:00am EAT and Stop at 7:00PM) in case of any happenings past the stipulated time in the absence of the consent of the car owner ,the Renter shall pay for all the damages to the car on top of a fine of **USD 1200 (United States Dollars)**.

11. NATIONAL PARKS AND GAME DRIVE REGULATIONS

- a. Game drives past 7:00pm is prohibited and an extra payment to Uganda Wildlife Authority (UWA) as provided by Uganda Wildlife Authority Tariffs.
- b. The Speed limit in the National Parks is **40KM/hour** as over speeding attracts a penalty of **USD 50(United States Dollars)** and do not go off track during the game drives which attracts a penalty of **USD150 (United States Dollars) per person** in the car .This fine is payable to the Uganda Wildlife Authority.
- c. An animal accident causing death attracts a **fine of USD United States Dollars)** payable to UWA and sitting on top of the vehicle attracts a fine of **USD 100** per violation payable to Uganda Wildlife Authority .
- d. National Parks animals have 100 % right of way and visitors should maintain at least 100 Metres distance away from the dangerous animals like Elephants, Lions. In case of any damage the Renter will be liable for the damages to the car.

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12. ENTIRE AGREEMENT

This Car Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties. Any notice required to be given to the other party will be made to the contact persons below.

1. SDU RESERVATION: +256 760 929284

2. Edward Kaffeero: +256 787 471094

In witness there of:

The parties have executed this agreement on thisday of.....202.....

SIGNED AND SEALED FOR AND ON BEHALF OF:

SELF DRIVE UGANDA Name:

(The Owner/Lessor) Title.....

(The Renter / Lessee) Name.....

In the presence of: Name.....



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