

TERMS AND CONDITIONS

1. FIFTH GENERATION OUTSOURCING COMPANY LIMITED ("the company") hereby agrees to let on hire to the person named overleaf ("the Hirer") and the Hirer hereby agrees to take on hire the motor vehicle described overleaf together with a spare tyre, jack, wheel spanner, tool kit and accessories carried with it of fixed or lifted in the vehicle (hereinafter called 'the Vehicle' upon the terms and conditions set out overleaf and hereunder.
2. The period of the hire shall be set out overleaf and the vehicle must be returned to the Company on the date set out overleaf, unless the period of hire is extended. In which occasion the Vehicle must be returned on the date to which the period of hire is extended. The Vehicle shall be returned to the Company's premises at Nyari Estate during office hours, namely Monday to Friday 9 am to 1 pm, 2pm to 5.30 pm, Saturday 9 am to 2 pm) or by special arrangements to be made in writing by the Hirer upon signing the contract. Extra charges will be raised if the Vehicle is left or returned after office hours without prior arrangements having been made. It is an offence to keep the Vehicle beyond the agreed dates and the Company may at any time, after the agreed date of return has passed, repossess the Vehicle and take any further legal action at the Hirer at his cost. Further in such event CDI (if taken) will cease to apply and the Hirer shall be fully responsible for any loss or damages to or indemnify in anyway, the Hirer in case of any delays in delivery of the Vehicle.
3. In accepting the Vehicle, the Hirer shall be deemed to have satisfied Himself that the vehicle roadworthy and in proper safe condition and working order. The company shall not be liable to make any payment indemnify the Hirer or any other party as a result of any defect in the Vehicle or any breakdown.
4. The hirer charges shall be based on the number of days the Vehicle is hired and the mileage done by the Vehicle during the period between the dates the Vehicle is taken from the Company's premises and returned there. The rates per day plus per kilometer are set out overleaf. Where the speedometer records in miles, the distance travelled shall be converted to 1.6 km per mile. If the speedometer seal is tampered with, the charge shall be at the rate of 700km per day, and the Hirer shall be responsible for replacing the speedometer. In case the Company suspects any fraud, it reserves the right to report the Hirer to police.
5. The Hire r further agrees that:
 - a) He will not drive (and ensure that any authorized driver will not drive) the Vehicle whilst he is under the influence of alcohol, hallucinating drugs, narcotics, barbiturates and any other substances impairing the driver's consciousness or ability to control the Vehicle. The Vehicle will be drive in skillful manner and all Traffic Laws and Rules and the provisions of the Highway code shall always be complied with and observed. The vehicle shall(a) not be overloaded or (b) carry more passengers than its passenger capacity, specified on the PSV license on the windscreen.
 - b) The vehicle will be driven only by the hirer on any other driver named overleaf, who must have a current bonafide for minimum of 2 years and must be not less than 23 years and not more than 65 years of age.
 - c) The vehicle will be kept locked and secured when parked, and every precaution will be taken to avoid theft of it, items in it or damages to it.
 - d) The vehicle shall be used for social and pleasure purposes and only on the all-weather roads. The vehicle shall at no time be used for racing or pace running nor for carriage of goods for carriage charges or for carrying fare paying passengers.
 - e) The vehicle shall not be taken out of Kenya.
 - f) The hirer shall promptly and timeously pay all parking and traffic fines and if he shall fail to do so, he will be responsible to pay the company additional Ksh. 1,000 plus each fine not paid and to indemnify the company for any loss or damage it may suffer as a result of the hirer's default.
 - g) The Hirer shall at the time check oil, water and tyre pressure. In the event he fails to do so, he shall be responsible to reimburse and to indemnify the company for any loss, damage or expenses that it may suffer.
 - h) Unless authorized by the Company in writing, the Hirer shall under no circumstances modify, fit extra accessories or repair the Vehicle. The Company shall not be liable for any loss, damage or expenses that it may suffer.
 - i) Notwithstanding anything herein contained, in case of breakdown or an accident or damage to the vehicle as a result of willful act or gross neglect or the Hirer or the authorized driver, the Hirer shall pay the Company the total cost of towing the Vehicle the the Company's premises and the full cost of repairing the Vehicle fully.
 - j) The Hirer shall be responsible to pay for repairs of punctures, replacing burst tyres, stolen or lost spare tyres, damaged or broken windscreen or glasses, damaged rims, lost tools (including jack and handle), tape recorder and radio. CDI does not cover these items.
 - k) The vehicle will have full petrol tank at the beginning of the hire and must be returned with a full tank.
 - l) In case of an accident (involving the vehicle), the Hirer or the authorized driver shall report to the police and to the Company within 24 hours, no matter how minimal the accident is, and shall supply to the Company with police officer's name, number and details of the police station. Under no circumstances shall liability be admitted. The Hirer shall at the earliest opportunity and in any case not later than 48 hours after the occurrence of the accident, give a full statement in writing of how the accident occurred and fill and sign the claim form and provide a copy of the police abstract form duly completed. When required, the Hirer shall make available the driver to give any statements as maybe required by the Company.
 - m) If any antitheft device installed in the Vehicle, is not utilized by the Hirer, and the Vehicle is stolen, CDI will be called upon to pay the full cost of the Vehicle.
6. a) The insurance policy, covering the Vehicle, has been made available to the Hirer as he hereby acknowledges, and he and the authorized driver shall at all time comply with the terms and conditions of the contract and the insurance policy Subject to such compliance (but not otherwise) he or the authorized driver shall be entitled to the benefit of the insurance cover, provided by the insurance policy.
 - b) The Vehicle is insured for Third Party Act risk only i.e. only the liability to compensate a third party (not the driver or passengers) who is insured. Damage to the vehicle or loss by fire or theft of the Vehicle or any material damage to any other vehicle or property and the driver and the passenger are not covered. In case of a third-party claim, the Hirer shall be responsible to bear the first Ksh. 10,000 of such claims.
- a) If the Hirer exercises his option to ask for collision damage waiver (CDI see overleaf) he shall be liable to pay the amount indicated overleaf for collision damaged caused to the vehicle and fir or theft of the vehicle.
- b) The insurance, whether CDI option is exercised, does not cover:
 - i. Any loss of items from the vehicle
 - ii. Any breakdown or damage to the vehicle otherwise by collision
 - iii. Injuries or loss to the Hirer, driver or passengers.
 - iv. Burst tyres, stolen/lost spare wheel, damaged/broken windscreen or glasses, damaged rims, tools (including jack and handle, tape recorder and radio)

IMPORTANT: The insurance cover(s) aforesaid are available only if the items and conditions contained herein andante insurance policy are complied with failing which the Hirer and the authorized driver shall be fully responsible for all damages and costs and shall fully indemnify the Company in respect of any loss or damage, suffered by the vehicle or the Company or for any claims received by the Company and all costs and expenses.

PAYMENT TERMS

7. a) Full payment for the period of hire and the cost of estimated mileage must be made at the time of taking the vehicle. Further a deposit of between Ksh. 40,000 to Ksh. 75,000 (refundable) depending on the class of the Vehicle must be made. If the payment is made by credit card, a blank, signed slip must be kept by the company and charges filled up by the Company when the vehicle is returned.
 - b) All accounts must be cleared by not later than the 10th of the following month. Any account not paid by the date due, will incur interest at bank rates in force at the time.
8. Besides deposit full identifications and physical address of the Hirer must be given and where required by the company, an acceptable guarantee shall be provided.
9. No relaxation, for bearance or indulgence by the Company in enforcing and of the terms and conditions of the agreement, shall prejudice or effect the rights and powers of the company hereunder, nor shall any waiver or any breach operate as a waiver of any subsequent or continuing breach

Thereby agree to all the terms and conditions of then contract and to abide by them and accept full responsibility for the Vehicle until it is returned to the company.

Date.....20..... Hirer's Signature/His Agent

