



CAR HIRE TERMS AND CONDITIONS

2018-2019

Vehicle Registration.....

Owner

Date of agreement signing...../...../.....

Commencement of Lease / /

Expiry of Lease / /

COMPANY SEAL

CAR HIRE AGREEMENT

This Agreement is made theday of/20..... between **FIRST WORLD LIMITED** of Post Office Box Number 0790395476-00100 Nairobi in the Republic of Kenya (hereinafter referred to as “**COMPANY**” which expression shall where the context so admits include her heirs or assigns) of the one part ANDof Post Office Box in the said Republic (hereinafter referred to as “**THE CAR OWNER**” which expression shall where the context so admits include his heirs or assigns) of the other part.

CAR OWNER DETAILS

Name: ID NO Phone
..... Alternative Tel
BOX Area of Residence
.....

NEXT OF KIN DETAILS

Name: ID NO relationship
..... Mobile number

SIGN DATE

ADVOCATE STAMP.....

WHEREAS

FIRST WORLD LIMITED a fully registered company offering various services. While the car owner owns a registered car..... and willingly, voluntarily engages the company to hire his/her car for an agreed amount of KES (In words) Thousands only, paid 5-12 days in arrears after 30 (Thirty)days. Weekly option ksh/- only.

- a) In this Agreement, words importing the singular shall include the plural and vice versa.
- b) Headings in this Agreement are for ease of reference only and shall not affect its interpretation.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED AND DECLARED as follows:

The **COMPANY** represents and warrants to the **CAR OWNER** that:

- a) It has power and authority to execute deliver and perform its obligations under this Agreement and any Related Document and all necessary action has been taken (and not revoked) to authorise the execution delivery and performance of this Agreement and any Related Document; and subject to all applicable insolvency laws this Agreement constitutes, and any Related Document is or when executed and delivered will be, its valid and legally binding obligation enforceable in accordance with the terms thereof;
- b) The execution delivery and performance of this Agreement and any Related Document do not and will not:
 - (i) contravene any law, regulation, directive, judgment or order to which it is subject; or
 - (ii) result in any actual or potential breach of or default under any obligation agreement instrument or Consent to which it is a party or by which it is bound or which it requires to carry on its business; or
 - (iii) Contravene any provision of its memorandum and articles of association and/or statutes and/or constitutional documents.
- c) It has obtained and complied with all Material Consents (and the same are in full force and effect).
- d) All factual information supplied to the **CAR OWNER** in contemplation or for the purpose of this Agreement or was true

and accurate in all material respects as at its date and did not omit anything material and all projections and statements of belief and opinion given by the **COMPANY** to the **CAR OWNER** were made honestly and in good faith after due and careful enquiry and remain valid.

SCOPE AND MANNER OF SERVICES

- a) Outsourcing funds from willing investors with a return of 3% interest of the principal invested per month.
- b) Offering soft loan with a logbook as the security.
- c) Offering emergency loans using Title deed as security.
- d) Cars hire services.
- e) Vehicle importation.
- f) Vehicle financing
- g) Car track installation
- h) Insurance services

CAR OWNER AND THE COMPANY WARRANTY

1. The **CAR OWNER** willingly agrees to engage the **COMPANY** to use his/ her car for HIRE services.
2. The Company hires and rents from the car owner the above named vehicle whose particulars are as shown here below and subject to the terms and conditions attached to this agreement.
3. This lease shall be in effect for a term of..... (In words.....)MONTHS (Minimum 3 months) and shall not be terminated until its completion, commencing from..... terminating on The company shall not count 2 days in full (48 hours) after signing of this agreement on the first month only. Rates are subject to change without notice. This is to allow the company asses the vehicle before it is released to our clients. All cars brought without comprehensive insurance or car track gadget shall be subjected to additional uncounted days until the insurance or car track is fixed.
4. The said car shall be used to operate the car hire services within the republic of Kenya. The said hiring is self-drive.
5. The car owner is at no liberty to repossess his/her car from our client without our permission, in case of such event, the car owner shall forfeit any unpaid dues hence, pay the company 2 (two)full months of his/her payment as agreed.
6. The company shall be responsible for the costs of all fuel, toll charges, cars cleaning, driver's salaries and meal allowances. The car owner shall be responsible for minor and major services, e.g. oil, oil filters; air cleaner plugs. The

company has an option of servicing the vehicle and later deducts the accrued expenses at the end of the month from the car owner's commission. Major parts include; Springs, faded paints, Tires, Engine, Gear box or any repair that is as a result of tear and wear. The company has an option to repair the car in case of an emergency and debit to the owners account and be notified before or after. Service pertaining brakes, lights, oil change, plugs will be repaired by the company with an option of either informing the car owner before or after. By signing this contract in full, the company has full authority to repair any arising minor repair. The company shall not count the days the car shall be in the garage for repairs. If the owner takes his/her car for repair, then exceeds more than 3 (three) days, the company shall assume the car owner has reposed his/ her vehicle without notice. The company shall not pay any due amount since it will consider the car owner has breached this contract without notice.

7. The company shall have the option to fit car track gadget at the car owners cost. The car owner shall reimburse the company for this cost in installments to be agreed on. The car owner must ensure all details to track the vehicle have been supplied to the Company since the vehicle cannot operate without the tracking gadget.
8. The Car Owner shall be responsible for costs of statutory licenses and comprehensive insurance in case of an accident, theft and any other insurance charges such as excess premium. In case of an accident, the car owner shall be responsible for towing the vehicle to the insurance garages at his/her cost.
9. The car owner shall pay all insurance premiums including excess. The car owner shall not harass our client directly or indirect in case of an accident, or during the hired period of this lease. In such event where the car owner does so, the company shall terminate this contract immediately.
10. The car owner is prohibited to track and immobilize his/her vehicle without the consent of the company while the vehicle is on use by our client. In such event, the company shall assume the car owner has taken charge of his/her vehicle and has breached this agreement in full. Breach of contract shall result to non payments of dues.
11. The car owner shall not harass staff of First World Limited in case of delay in payments, or, repair and maintenance in an event where the car owner finds his/her car in bad condition during the hired period. The company has the right to repair the hired vehicle in its own convenient time without disrupting the operation of the business or informing the car owner if the expenses are less than ksh10,000.00 (Ten thousand), provided its wear and tear. For major repair exceeding ksh10,001.00(Ten thousand and one) the company shall inform the owner. The car owner in such event shall have no right to demand the repairs of his/her car while the contract is still in force. Whereas, the company shall return the hired vehicle in good condition after expiry of the agreed period, except for reasonable wear and tear. In an event where the car owner harass our staff or refuse to accept expenses incurred by his/her car, the company shall terminate the

contract with immediate effect without written notice, hence pay the car owner 30% of the total commission made by his/her car during that month.

12. The company shall not be responsible for Bumpers tear & wear.
13. For instance, if the car owner requires his/her car for personal use, he/she shall be debited the days taken as per the company charging policies or be given another vehicle to use.
14. The company shall deduct an amount equivalent to 2 days after every 2months being accumulation of hours the vehicle has been on garage for minor service repairs.
15. This lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
16. The company further agrees that: Upon the expiration of the lease it shall return possession of the hired car in good condition, except for reasonable wear and tear.
17. If either party wishes to terminate this contract they may do so by giving 1(one) month written notice. Otherwise failure to give a proper notice shall attract a penalty of 1 full month. The notice shall be valid if it was written after 30 (Thirty) days while the vehicle was still working.
18. Additional Hire terms:

1. (1)DISPUTE RESOLUTION

In case of any dispute from either party, both parties agree to settle the matter out of court through arbitration.

(2) ARBITRATION-DIFFERENCE TO BE REFERRED

Whenever any differences arise between the **COMPANY** on the one hand, and the **CAR OWNER**, or assigns on the other hand touching the true intent or construction, or the incidents or consequences of these Agreement, or of the statutes, or touching anything then or thereafter done, executed, omitted, or suffered in pursuance of these agreement, or of the statutes touching any breach or alleged breach, of this Agreement or any claim of account of any search breach or alleged, or otherwise relating this Agreement or to any statutes affecting the company, or to any affairs of, the company, every search difference shall be referred to the decision of an arbitrator, to be appointed by the parties in difference, or if they Cannot agree upon a single arbitrator to the decision to two arbitrators, of whom one shall be appointed by each of the parties in difference.

3. FORCE MAJEURE

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes embargoes, Government Orders or any other force majeure event.

After signing this contract the THE HIRER shall not be liable to the CAR OWNER for delay in performing or failure to perform obligations. If the delay or failure results from circumstances beyond control of the company, act of God, fire, curfew, state of emergency. In case of such events, the company shall not be liable.

4. GOVERNING LAW

This agreement shall be governed by and construed in all respects under the laws of Kenya, without reference to its conflicts of laws rules or principles. Any appeal, action, proceeding or litigation arising out of the arbitration process or relating to this Agreement shall be brought and prosecuted only in civil courts in Kenya. The parties hereby irrevocably and unconditionally consent to the jurisdiction of each court within the county of Nairobi where the business was conducted and service of process by registered or certified mail, return receipt requested or by any other manner provided by applicable law, and hereby irrevocably and unconditionally waive any right to claim that any suit, action,

Proceeding or litigation so commenced has been commenced in an inconvenient forum.

This Agreement and the other Agreements referenced herein contain the entire understanding between the parties hereto with respect to the subject offering and may not be modified or amended except by writing duly signed by the party against whom enforcement of the modification or amendment is sought.

Fees, costs and expenses payable under or pursuant to this Agreement shall be inclusive of any value added tax or similar taxes chargeable on them, which shall accordingly be payable in addition.

5. ACCEPTANCE

The **CAR OWNER** hereby accepts this agreement subject to the above terms covenants conditions restriction provisions stipulation and agreements contained herein. The **CAR OWNER** accepts that the follow up will only be done by the **CAR OWNER**, and no third party should engage in any follow up whatsoever, unless the **CAR**

OWNER has passed on. The **CAR OWNER** accepts that his/her contract copy must be witnessed by a registered advocate in the republic of KENYA. In an event of withdrawal of the said vehicle, a notice shall be given to the **COMPANY** 1 (One) month or pay the company 1 full month in lieu.

6. WAIVERS

No delay or omission on the part of the **HIRER** in exercising any right or remedy under this Agreement shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single partial or defective exercise by the **COMPANY** or any such right or remedy preclude any other or further exercise under this Agreement of that or any other right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

7. SEVERANCE

If at any time any of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

SCHEDULE

Vehicle particulars as per the attached copy of logbook, copy of ID of the person signing this agreement.

VEHICLE CHECKLIST

SPECIFICATION	CONDITION	REMARKS	RECOMMENDATION
CUT OFF			
INSURANCE COVER			
WHEELS			
SPARE WHEEL			
ALARM			
CAR TRACK			
COLOUR			
SERVICE DUE DATE			
DENTS			
IGNITION			
WINDOWS TINT			
WINDOWS BUTTON			
CENTRAL LOCK			
DOOR LOCK			
BONNET & BOOT			
BODY			
A/C			
RADIO			
JERK/ROLLER			
WHEEL SPANNER			
LIFE SAVER/FIRE EXT/FIRST AID KIT			
BATTERY SERIAL NO.			

CAR TRACK

I AUTHORIZE my vehicle registration to be fitted with tracking gadget at KES...../- AND I be deducted forweeks at/- amount per week.

This agreement shall be governed by the laws of Kenya.

IN WITNESS WHEREOF this agreement has been duly executed by the parties the day and year first herein before written.

SIGNED by the **CAR OWNER**

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)
)
) ID No.....
)

Representative of the **COMPANY**
Samuel M.Maina

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)
)
)
)
) Company stamp

WITNESSED AN ADVOCATE