

The Terms & Conditions

In these terms and conditions (a) “the Company” means the Company whose details appear on the front of the booking form (b) “the Customer” means the person, firm or organisation by or on behalf of whom vehicles are rented under these Terms and Conditions (c) “Authorised Driver” means the driver(s) additional to the Customer approved and entered in the car hire contract by the Company.

The Customer will ensure that any Authorised Driver will comply with these Terms and Conditions (d) “Vehicle” means the Vehicle described in the car hire contract (e) “DLW” means Damage Liability Waiver (f) “TPI” means Third Party Insurance relating to Third Party motor liability (g) “Insurer” means the insurance company with which TPI is arranged. The Company agrees to rent and the agrees to take the Vehicle on the Terms and Conditions as set out herein. Hirer: The person or persons who drive(s) the vehicle.

Customer: The person paying for the hire. Owner: **The Roaming Africa Tours & Safaris** principals Persons Entitled To Drive: The Hirer or any person permitted by The Company to drive the insured vehicle whilst on hire provided that the person driving holds a licence to drive the vehicle. A copy of the driving licence for each person who may drive will be taken before the vehicle is permitted to go out on hire. Roaming Africa Tours & Safaris Reserves the right to refuse to hire any of the vehicles at its own discretion.

1. Booking Acceptance:

By making a booking whether in writing, by telephone or email, the Customer agrees to these terms and conditions. The Hirer will be required to sign our standard Rental Agreement before taking the car.

2. Upfront Payment:

The Customer will pay upfront the Company on taking the car all charges due here under including where relevant, sums in respect of DLW, surcharges, additional charges and VAT or other taxes thereon. Bookings can be made by credit card (Visa or MasterCard), Switch card or by cheque with guarantee card. Payments by credit cards will attract a 5% surcharge levied by the local banks. Bookings will be confirmed on clearance of the payment. Government taxes and other levies will be charged as required by current

legislation. If the Customer has chosen to pay in a currency other than that used by the Company when the quote was prepared, that choice has been made in the knowledge that the Company has used an Exchange Rate based on a commercial exchange rate of the day. The Customer accepts that a choice of currency was available and that their decision is final.

3. Acceptable Drivers:

The hirer and/or authorised driver must have held a full and valid driving licence for a minimum of 2 years up to and including the time of hire and that licence must bear no current endorsements during the last two years. A driving licence from the country of residence or an International Driver's Permit is generally acceptable, provided valid as above. Persons Not Insured To Drive: the Insurers will not cover anyone who: (a) Is under 23 or over 70 years of age, (b) Has not held a full driving licence for cars with a manual gearbox for at least 2 years, (c) Has been refused any motor insurance or had special Insurance terms imposed as a result of claims experience or had their insurance cancelled by any Motor Insurer, (d) Has been convicted of an offence in connection with the driving of a motor vehicle or motor cycle and has had their licence suspended in the last 5 years, (e) Whilst driving, has been involved in more than one accident during the past 3 years, (f) Has any mental or physical defect or infirmity (please ask about medical conditions, e.g. diabetes, heart disease, as these will be considered individually by the insurer).

4. Insurance Policy Cover:

The vehicles are covered by Comprehensive Private Service Vehicle Insurance, and for 3rd party insurance for Kenya, Uganda and Tanzania. Should you require further details please ask for the insurance cover slips. It is the Hirer's responsibility to take all reasonable steps to ensure the car is locked and secure when unattended and to use all security devices supplied with the car. We suggest that in addition to your holiday insurance, you take out cover with the East Africa Air Ambulance Service or the AMREF's Flying Doctors Service available at a one time fee of USD 25. This is not expensive and a life saver in situations where you might be far from a major hospital. We can purchase this for you in advance on request.

(i) Collision Damage Insurance - CDW

This is NOT included in your quote and limits your financial liability for damage to the hire

vehicle, its parts and accessories, except theft, attempted theft or vandalism, provided the vehicle is used in accordance with the terms and conditions of the rental agreement. The cover is subject to an insurance excess - (see detail under the heading CDW Excess - Excess Liability).

(ii) CDW Excess - Excess Liability

This option limits your financial liability for damage to the vehicle on collision, its parts and accessories, except theft, attempted theft or vandalism, provided the vehicle is used in accordance with the terms and conditions of the rental agreement. The cover is subject to insurance excess. All rentals are subject to a liability excess ranging from USD 1000 to USD 2000 (depending on the rental class), for which you are responsible in the event of damage to the vehicle during the rental period.

(iii) Super Damage Waiver Insurance

As your quote does NOT include CDW cover, and you may also wish to purchase an additional protection, Super Damage Waiver Insurance (SDW) to reduce the already limited liability in case of damage to the hire vehicle. SDW reduces your excess liability of USD 1000 to USD 100 for a charge of USD 20 per day on smaller vehicles. The excess on luxury cars, minivans and minibuses is 1500 and can be reduced to USD 150 for an additional charge of USD 25 per day.

(iv) Personal Accident Insurance

Personal Accident Insurance (PAI) is available for USD 10 per day on all vehicles. This insurance covers the driver for personal injuries or fatality up to the sum shown on the insurance document and varies from one insurance company to the other.

(v) Theft Loss Insurance

This is included in the rate and covers the value of the car if it is stolen while in possession of the renter. This insurance option limits your financial liability for loss or theft of the hire vehicle, its parts and accessories, provided the vehicle is used in accordance with the terms and conditions of the rental agreement. The cover is subject to a liability excess ranging from USD 1000 to USD 1500 (depending on the vehicle group rented) for which you are responsible, in the event of damage to the hire vehicle during the rental.

5. Accidental Damage, Fire and Theft:

The Hirer must cover an excess charge on any claim. The Insurers do NOT offer any form of 'Collision or Loss Damage Waiver' option to reduce this excess. A refundable deposit will be required on the first day of hire to cover this excess, payable by credit card



only.

6. Agency Booking:

Due to demand, we require on booking a 20% deposit to be sent to us in advance to reserve your booking. We offer a free airport collection service and transfer as well as a free delivery within city limits.

- Drop off to any other location can be arranged subject to an additional charge. In the case where a booking is made through an Agent, the Agent shall be responsible for collecting payment in full from the Hirer or Customer for car hire and for any additional charges incurred by The Company.

-Roaming Africa Tours & Safaris! Will invoice the Agent for the Car Hire and any additional costs. Payment shall be made by the Agent to Roaming Africa Tours & Safaris ! Within fourteen days of the date on the invoice.

7. Limitations As To Use:

Social, domestic and pleasure purposes by any person permitted by The Company to drive while the vehicle is let on hire. The policy does not cover use for racing, peacemaking, reliability trial, competition or speed testing, driving tuition, conveyance of passengers for hire or reward. The car must not be taken out of East Africa by the Hirer. The car should not be used for political rallies, campaigns of any kind, demonstrations of any kind as outlined by the hire contract.

8. Choice of Car:

In the event of unavailability of a chosen car due to mechanical or other problems beyond our control, The Company will inform the hirer and offer either an alternative car for the same date or an alternative date.

9. Fuel and Usage:

The vehicles are hired out with a full tank of petrol. The Hirer shall return the vehicle with a full tank of petrol. Failure to do so will result in a charge for refuelling plus administration charges. The Hirer is responsible for using the correct type of fuel required for



the vehicle. All Vehicles are supplied with a full tank of fuel. If a Vehicle is delivered to the Customer, the Customer is liable for the cost of the fuel from the time it leaves the Company's branch until such time as it is returned to a Company branch. All Vehicles will be refuelled upon return to a Company branch and the Customer accepts responsibility for the cost of such refuelling at the prevailing Company rate per litre.

10. Literature And Materials Supplied:

All keys, security locks, hampers, picnic equipment, maps, brochures, spare parts, tools or other materials and equipment supplied with the car remain the property of The Company and should be returned with the car at the end of the hire period. Failure to do so will result in a charge for replacement materials.

11. Personal Property:

We are only responsible for loss or damage to personal property left in the vehicle if the loss or damage results from our negligence.

Rates:

All rates are in Kenya shillings and subject to change without prior notice. Vehicles are based in Nairobi. Distance is calculated from and to base.

Rates are exclusive of fuel and oil, but inclusive of insurance, limited/unlimited mileage, maintenance and A.A. membership.

16% VAT will apply on the final bill.

Vehicles are not permitted for use beyond north of Samburu Game Park or Maralal or Kitale due to poor infrastructure, lack of adequate auto-services facilities and phone links.

Due to erratic traffic and road conditions, it is advisable to keep any long distance journey to a maximum of 5-6 hours per day. Night driving is strongly inadvisable.

Credit cards are accepted

Foreign currency (US Dollar, Sterling Pound and Euro) are accepted and converted at the daily rate

Opening hours : 8.00 am to 12.30 pm and 2.00 pm to 5.00 pm, Monday through Friday; 9.00 am to 12.00 pm on Saturdays and Sundays.



Additional:

Tour Operators: a 15% commission is applicable on rental only excluding drivers allowance and insurance

Driver: Must be over 23 years and under 70 years of age and must have held a full and clean driver's licence for a minimum of 3 years

Chauffeur: Services of a chauffeur may be enlisted at an additional daily charge as detailed below;

KShs. 1,500/= , within city limits, working hours (8.00 am to 6.00 pm with 1 hour lunch break)

KShs. 1,500/= , day trips outside Nairobi during normal working hours

KShs. 2,500/= , safaris with overnight stays (some urban centers may require additional charges)

Car Choice Availability: in the event of a booked and confirmed car being unavailable due to reasons beyond our control, the company will inform the hire and offer a suitable alternative car for the same date or a full refund. If we are unable to complete the booking for whatever reason, we will not be held responsible or liable for any arising consequential losses and any liability on our part will be limited to the money paid by the hire.

Refusal & Termination of Car Hire: we reserve the right to decline or terminate hire services at any time without assigning any reason