



Please take time to read the Terms & Condition of Kip's 4x4 Hire services. Confirming a rental or booking with Kip's 4x4 Hire Limited assumes that you have read, fully understand and accept the terms and conditions described below.

The terms & conditions for car rental with a driver are slightly different, you can find them here.

## KIP'S 4X4 HIRE TERMS & CONDITIONS FOR SELF-DRIVE CAR RENTALS

### I. General & use of the Vehicle

1. "KHL" or the "Owner" means Kip's 4x4 Hire Limited;  
"You" or the "Hirer" means the person(s) who have signed the Rental Agreement;  
The "Rental Agreement" means the rental agreement made between You and the Owner;  
"KHL" Insurance" means the insurance policy of KHL;  
"Vehicle" means the vehicle which is rented by you, as described in your online reservation form.
2. The Hirer shall return the Vehicle on the agreed date, as specified in your online reservation form, before 6:00 PM, unless the Owner has specifically agreed otherwise. No refunds shall be given for early returns.
3. The Hirer shall have a valid driver's license (of the country of residence and/or an International Driver's License). It is the driver's responsibility to ensure that he/she carries the driver's license with him/her whilst driving.
4. The Vehicle is to be operated only by the Hirer who have signed the rental agreement and his authorized travel companions. Any loss or damages arising from the use of the Vehicle by an unauthorized driver shall be borne by the Hirer.
5. Any losses or serious damages of the camping gear shall be charged to the Hirer at replacement value.
6. Any fine or penalty from the traffic police shall be settled by the Hirer.
7. The Vehicle is rented with a full tank of fuel and shall be returned to the Owner with a full tank in order to prevent refueling charges.
8. The Hirer is required to fill up on fuel only at larger gas stations, such as Shell and Total. In some of the smaller gas stations, fuel can be mixed with other liquids or additives, which may seriously damage the Vehicle's engine.

### II. Restricted areas & recommendations

9. Hirers are NOT allowed to drive our vehicles to restricted areas. This is the entire area north of Mount Elgon - Lake Baringo - Samburu NR - Shaba NR and north of Malindi. Our vehicles are equipped with car trackers. No compliance to this clause means breach of contract, full liability and loss of security bond.
10. The C12 towards the Maasia Mara is notorious for single vehicle roll - overs! It is a challenging road due to the rocky surface with washboard ribbons. Drive at LIMITED SPEED (25 km /h), otherwise you lose control instantly. Single vehicle roll-overs are NOT covered by the insurance.
11. KHL strongly recommends NOT driving before sunrise (approx. 6.30 AM) and after sunset (approx. 6.30 PM).
12. The Hirer is not allowed to cross any international borders without prior written approval from the Owner and additional insurance coverage through the issuance of a valid COMESA yellow card.
13. Hirers are advised to install the free App Maps.me on their Smartphone before travel and download the Kenya Maps, so they can drive on GPS.

### III. Maintenance

14. All Vehicles are checked and serviced before being rented out and you will receive the Vehicle in safe and roadworthy condition. The Hirer shall return the Vehicle in the same condition as it was provided at the start of the rental.
15. You are responsible for the Vehicle during the rental period and you will use the Vehicle in accordance with good driving practices and in compliance with all laws. Your maintenance of the Vehicle includes checking of engine oil and other lubricants, coolant water, and tire pressure. We recommend to do so every time you are topping up fuel. The costs of the Vehicle's maintenance during the rental period shall be covered by the Hirer. Failure to maintain appropriate fluid levels may result in engine damage, for which damage the Hirer shall be liable.

16. If any dashboard warning lights illuminate, the Hirer should consult the car symbol check list and, in case of doubt, contact a HKL representative.

#### **IV. Mechanical breakdowns & repairs**

17. In case of a mechanical breakdown of the Vehicle which cannot be repaired within 24 hours and which is not the result of your negligence, fault or by that of an approved driver, a replacement Vehicle will be provided and paid for by the Owner on the shortest term possible. Kindly note that replacement Vehicles will have to come from Nairobi.

18. In case the Vehicle needs to be repaired during the rental period, the Hirer ensures that:

- a. "KHL" is contacted for authorization prior to any repairs to the Vehicle;
- b. a receipt is issued and given to "KHL" upon return of the Vehicle;
- c. When bringing the Vehicle to any garage, valuables should not be left in the Vehicle (even the car tool kit) as it is not uncommon for items to be stolen at the garage. Hirers are required to replace items lost or stolen from the Vehicle (including spare tires, jacks and other tools which come with the Vehicle).

#### **V. Accidents**

19. In case of an accident, whether it is your fault or those of the third party, the Hirer shall always immediately notify "KHL" and take pictures of the damaged Vehicle and the other vehicle(s) involved in the accident, and process and clear a police report.

20. In case of an incident involving one or more vehicle(s), details of these vehicle(s) and their driver(s) should be identified and reported, such as the driver's ID, telephone number, number plate and insurance registration number.

21. After an accident, the Hirer should not leave the Vehicle unattended, as it is not uncommon for unattended vehicles to be vandalized.

#### **VI. Damages, waiver and "KHL" Insurance**

22. Subject to this clause, the Hirer is liable:

- a. for the loss of or any damage to the hired Vehicle during the rental period;
- b. for all third party property damage of any person, which is caused or contributed to by the Hirer or an approved driver or which arises from the use of the Vehicle by the Hirer or an approved driver;
- c. for all third party bodily injury, which is caused or contributed to by the Hirer or an approved driver or which arises from the use of the Vehicle by the Hirer or an approved driver;

23. In the event of an unintended collision between the Vehicle and any other object (including another vehicle) during the rental period that results in damage to the Vehicle or to the property of any third party, "KHL" waives your liability under clause 22, provided:

- a. you have accepted our Terms & Conditions by having signed the online Rental Agreement;
- b. "KHL" agrees that you and/or the approved driver were not at fault;
- c. you have complied with the terms of the Rental Agreement;
- d. you pay for the excess amount not covered by the "KHL" Insurance (see clause 27).

24. In the event of theft of the Vehicle during the rental period, KHL waives your liability under clause 22, provided:

- a. the car was parked at a secured, private compound and there are clear signs of break in (such as a damaged garage door);
- b. you have processed and cleared a police report;
- c. You have provided "KHL" with any details of the incident that KHL requests (including the ones mentioned in clause 21).

25. "KHL" will not waive your liability under clause 23 and the damages arising thereof will not be subject of coverage by the "KHL" Insurance, if any of the following events has occurred:

- a. Driving in excess of speed limits. Maximum speed limit inside the National Parks is 25 km / hour!
- 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 / areas.
- g. Water submersion or saltwater damage is caused
- h. Wrong fuel use

26. The "KHL" Insurance follows and incorporates the terms and conditions of ICEA LION. This means that "KHL" will directly apply the rules and regulations of ICEA LION to any liability of the Hirer, including (but not limited to) the

thresholds, exceptions etc. included therein. Excess claims beyond the maximum coverage insured by ICEA LION shall be the responsibility of the Hirer.

27. An excess fee applies of maximum USD 250, also known as the “deductible”, which is not covered and is the Hirer’s own risk.

28. The following damages do not fall under the waiver subject to this paragraph and are NOT covered by the “KHL” Insurance:

a. personal bodily injury and/or belongings of the Hirer or the approved driver. The Hirer is advised to obtain travel and medical insurance;

b. the following repair and recover costs:

i. Tires: the Vehicle is rented out with good quality tires, but having a flat tire can happen during the road trip and repair is at the expense of the Hirer. Consult the car explanation checklist for instructions. In the event that any of the tires are damaged beyond repair, the Hirer must replace it with a tire of the same dimension, type and wear characteristics and the cost is for the account of the Hirer. Always call “KHL” for advice on which type of tires are suitable.

ii. Underbody coverage: damage to the underbody of the vehicle is considered a result of careless driving.

iii. Windows.

## VII. Liability

29. “KHL” shall, to the maximum extent permitted by law, not be liable for any loss, damage or injury of any nature of the Hirer or the approved driver.

30. “KHL” cannot accept liability or pay compensation for unforeseen circumstances beyond its control or its staff, including flight delays/cancellations or force majeure such as war or threat of war, riots, civil disturbances, terrorist acts, border closure, acts of government or other authorities, strikes, thefts, epidemics, road closures, industrial disputes, natural or nuclear disaster, extreme weather conditions, fire, technical and/or mechanical problems to transport and all similar events beyond KHL’s control.

## VIII. Security bond

31. A security bond of USD 500 is required through cash Payment on pick up date. Upon return of the car, the vehicle will be inspected by our staff. When the vehicle and camping equipment are in acceptable condition, the Amount will be refunded instantly. In case of strong doubts which cannot be verified on-site, the vehicle is brought to our workshop, and the bond, if any, partially or in full, will be charged.

## IX. Booking and payment details

32. Payments for car rental only can be made in cash on arrival or via Bank Transfer Online. “KHL” accepts Kenyan Shillings, Euro’s and US Dollars notes which are printed after 2006. Payments can be made by Cash or Bank Transfer, for which we send you a payment link.

33. Your Online Car Rental Agreement serves as invoice. Once the invoice is cleared, you receive a payment receipt.

## X. Booking and payment details Car Hire & accommodated road-trips

34. A deposit of 50% is required to confirm the booking and reserve the car & Accommodations. The invoice with the remaining amount added with the security bond amount, is due one month before departure. Payments are made by Bank Transfer to the company account.

35. Your Online Car Rental Agreement serves as invoice. Once the invoice is cleared, you receive a payment receipt.

## XI. Cancellation policy for Car Hire & accommodated road-trips

36. Cancellation:

a. after confirmation, loss of 30%

b. 14 days - 30 days before arrival: 50% of invoice

c. < 14 days: 100% of total payable

