



EXPRESS TRAVEL GROUP

RENTAL TERMS AND CONDITIONS

Security Deposit. A Security Deposit equivalent to US \$1,000 will be held on the Hirer's credit card against the rental. This amount is blocked on the card and does not leave the Hirer's bank account. The amount is automatically released after 14 days unless Express Travel Group Limited, at its absolute discretion, elects to extend it. If the Hirer wishes for it to be released earlier (after termination of the rental), a request can be made in writing to our merchant bank. Credit cards accepted are VISA, Mastercard, American Express.

The Security Deposit covers any damages or extra costs incurred by the Hirer and such costs are not paid for separately. In the event that the vehicle is returned and no reasonable checks can be done due to time limitations, poor lighting or extreme weather, the Security Deposit is held until proper checks can be done and any Undetermined Damages can be identified. The Hirer is required to make a commitment to honour the outcome of such checks by signing the Statement of Return – Agreement to Recover Determined or Undetermined Extra Costs on Car Rental. Such checks will be completed within a period of 48 hours following the return of the vehicle.

Damages. All damages caused to the vehicle are the liability of the Hirer. Unless an Insurance Excess Waiver is taken out, the hirer is liable for all damages up to the amount of Excess Liability of the vehicle hired. In the event that a vehicle is returned with damages, the security deposit will be held until the cost of repairs is determined. The cost of any repairs will be deducted from the security deposit and any further claims made against the issued credit card.

Extras. Extra costs chargeable, e.g. missing fuel, extra mileage etc are payable in full upon termination of the Rental Agreement. GPS, car seats/booster seats etc are payable at the time of collection of the vehicle.

Additional Driver. No other person is permitted to drive the vehicle unless their details and driving license are recorded on the Rental Agreement. There is an additional charge for each extra driver. If the vehicle is driven by a driver not captured on the Rental Agreement, the insurance cover is voided in the event of an incident or accident.

Age. Minimum driver age is 23 years of age and maximum is 70 years of age.

Driving License. An international driver's license (held for at least 2 years) must be presented at check out of the vehicle.

Delivery/ Collection. This is free of charge within City limits and not available outside City limits. The definition of City limits are at the sole discretion of Express Travel Group.

Safety/Care of the Vehicle. The Hirer is responsible for the safety and care of the vehicle during the hire period. The Hirer shall return the vehicle in the same condition as it was provided at the start of the rental. The vehicle must be kept locked and armed when not attended to. The hirer must also ensure not to leave the vehicle in unsecure places where there are chances of the vehicle being vandalized or stolen.

Fuelling. The vehicle should be fuelled in reputable petrol stations as some of the independent stations are known for pollution of fuel, which can cause damage to the fuel system as well as the engine. We recommend that the vehicle is fuelled at TOTAL, SHELL or ENGEN petrol stations. Care must be taken to ensure that the vehicle is fuelled with the correct fuel.

Fines. Fines and other charges incurred during the hire are the responsibility of the hirer. In case such fines are incurred, the hirer is expected to report the same to the rental station to ensure they are cleared for the benefit of future hirers.

Insurance.

Vehicle Breakdown. While we offer roadside assistance within Nairobi and Mombasa, all breakdowns must be reported to our JKIA Rental Station (Contact telephone number:- +254 709 195 400 / +254 709 195 401) before any course of repair is undertaken. Unauthorized repairs will not be paid for and all repairs to be undertaken must be authorised by Express Travel Group in advance. All receipts for replaced parts and receipts for the repair costs must be provided to Express Travel Group for any refunds to be made. It is in the interest of Express Travel Group that any repairs done on the vehicle are done by authorized and



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qualified workshops.

Accidents and Other Emergencies. For any accident to be referred to the insurer, and for it to be claimed under the vehicle's insurance cover, it MUST be accompanied by a police report. It is therefore mandatory that any accidents and incidences that cause substantial damage to the vehicle be reported to the police and an official police report obtained. Discretion can be employed in the handling of small and minor incidences. Express Travel Group strongly recommends that all incidences and accidents be reported immediately to the relevant Rental Station for us to advise on the best way forward.

Extension of Hire. In the event that the hirer wishes to extend the number of days hired, we recommend that the same is done with the original booking agent in order that the same rate may apply. Extension can also be done with the relevant Rental Station, in which case the local published rate will apply. Day one of the rate applicable will be the first day of the extended period. The previous days that the car was on hire will not apply to the rate of extension.

One-Way Rentals.

- a) Domestic – this is available between Nairobi and Mombasa
- b) International – not available

Other Services. Child/Infant car seat, Navigation system are available on request. Additional charges apply.



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**STATEMENT OF RETURN
AGREEMENT TO RECOVER DETERMINED OR UNDETERMINED EXTRA COSTS
ON CAR RENTAL**

This Agreement is entered into between: _____ Identification Document
(Name of the Hirer or their authorized representative)

(Passport/National ID card) No. _____, Nationality _____ being the "Hirer"

And
Express Travel Group Limited being the "Company"

Dated _____

This Agreement is based on the following provisions:

1. THE COMPANY HOLDS A SECURITY DEPOSIT FROM THE HIRER PRIOR TO THIS AGREEMENT BEING EFFECTED – REFERENCE RENTAL CONTRACT NUMBER # _____, Dated, _____.

2. UNDETERMINED EXTRA COSTS: IN THE EVENT THAT A COMPLETE AND THOROUGH CHECK CANNOT BE DONE ON THE VEHICLE UPON RETURN TO THE COMPANY OR A CERTAIN EXTENT OF DAMAGE IS DETECTED OR SUSPECTED, THE SECURITY DEPOSIT WILL BE HELD FOR AN EXTENDED PERIOD BY THE COMPANY AND ALL COSTS OF DAMAGES RECOVERED FROM IT UPON RECEIVING A QUOTATION/INVOICE TO ASCERTAIN THE COST OF DAMAGE. THE COMPANY WILL REFUND ANY RESIDUAL BALANCE ON THE SECURITY DEPOSIT DIRECTLY INTO THE CREDIT CARD AT THE EARLIEST AVAILABLE OPPORTUNITY.

3. DETERMINED EXTRA COSTS: WHERE EXTRA CHARGES ARE DETERMINED, I AUTHORIZE THAT SUCH AMOUNTS BE CHARGED DIRECTLY FROM MY CREDIT CARD. I THEREFORE AUTHORIZE EXPRESS TRAVEL GROUP LIMITED TO CHARGE THE AMOUNT OF US \$ _____ AMOUNT IN WORDS _____

_____ FROM MY CREDIT CARD TO RECOVER COSTS RELATED TO;

(E.g. Fuel, Extra Mileage, One-Way Charges, Delivery/Recovery costs, extension or any applicable charges)

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement and;

The Hirer will be notified of damages arising thereof as well as the related costs prior to any re-charge being effected in accordance with the Rental Terms and Conditions.

If the Hirer deliberately declines to acknowledge damages arising thereof or block attempt(s) to recover the aforementioned costs, Express Travel Group Limited may proceed and declare such a Hirer as undesirable for future rentals.

Signed:

Hirer

Signature and Date

Express Travel Group Representative

Signature and Date