



This Car Rental Agreement ("Agreement") is made and entered into as of _____ between _____, with an address of _____ ("Owner"), and _____, with an address of _____ ("Renter"). Owner and Renter may also be referred to as "Party" in the singular and "Parties" in the plural. This Agreement is subject to the following terms and conditions:

Rental Vehicle Owner hereby agrees to rent to Renter the following vehicle with a Driver/Chauffer

("Vehicle"): Make: _____ Model: _____ Registration Number _____ Color: _____ Rental Period Owner agrees to rent Vehicle to Renter for the following period:

Start Date: _____ End Date: _____ In the Following locations : _____ The Parties agrees that this Agreement terminates upon the End Date specified above. Notwithstanding anything to the contrary in this Agreement or any Exhibits, either Party may terminate this Agreement prior to the End Date with at least fourteen (14) days' notice. If this Agreement is terminated prior to the End Date, the Parties will work together to determine whether a refund of Rental Fees is necessary.

Mileage Limit Renter will obey the following mileage limit for the Vehicle:

Mileage Limit: _____

Then Per _____ exceeded Km

Renter will use the Rented Vehicle only for personal or routine business use, and operate the Rented Vehicle on maintained roads and parking lots. Driver/ Chauffer will not take the vehicle location limit.

The Renter hereby agrees to pay the Owner for use of the Vehicle as follows: Price: _____ per day

Payment Mode _____

The Price is fuel exclusive and any other entry fees like national park entry fees

TERMS & CONDITIONS FOR HIRE

The hirer/Renter accepts that they agree with terms and conditions, and are making this booking subject to those terms and conditions

Definitions

“Agreement” means these terms, the terms stated overleaf, together with specific hire details stated overleaf.

“Cancellation” means and cancellation by you, of our services, after we have accepted your booking.

“Hire Period” means the period of time set out in a booking and stated overleaf, or as amended by agreement.

“Passenger” means and person who uses the services, or who enters the vehicle with the consent of another passenger, or of the person, or company booking our services

“Price” means the price for the services set out in the booking.

“Services” means the services of a Chauffeur driven vehicle.

“Unacceptable Behaviour” means any behaviour considered to be unacceptable by the chauffeur including refusing to wear a seatbelt, leaning out of the window of the vehicle, standing out of the sunroof, attempting to exceed the maximum permitted number of passengers, smoking in the vehicle, being under the influence of excessive alcohol or under the influence of or in possession of any illegal substance, being violent aggressive or abusive, being a danger to himself or any other person, being excessively rowdy, provoking persons in the party to commit violent acts, or being in any way unfit to travel.

“Vehicle” means the vehicle stated at the time of booking, or a replacement vehicle, if for any reason the vehicle booked cannot be provided.

“We/Us/Our” means Bright Car Rental, “You/Your” means the individual or company Hiring the vehicle

In this agreement: Words denoting any gender include all genders and words denoting the singular include the plural and vice versa.

If there is any conflict between the booking and these terms, the provisions of the booking shall prevail.

Bookings and cancellations

We will make every effort to accommodate changes to booking details, however the rate stated includes only the pickups, drop offs and waiting periods as agreed.

Cancellation charges may apply if cancellation is at late notice. If notice of cancellation is received, after the chauffeur has begun their journey to the pickup address, the full cost of the journey will be payable.

Performance of Services

We aim to perform our services to a high standard. Please contact us if you have any complaints or suggestions.

Our Chauffeurs will use their judgment to drive at reasonable speeds in relation to the prevailing road type and conditions and you should not ask them to exceed speed limits. Unless we have agreed with you that a particular route should be used, our chauffeur may use any route to a destination that in their opinion is the best and most convenient route, whether or not it is actually the shortest route.

No person other than employees or representatives of Bright Car rental may drive the vehicle.

The chauffeur will endeavor to adhere to the pre-arranged itinerary/pick up/drop off times, and to the reasonable requests of the passengers, (the reasonableness of which shall be judged by the chauffeur) However, we cannot be held responsible for loss or inconvenience from delays and prolonged journey durations, due to circumstances beyond their control. I.e. traffic, adverse weather conditions etc.

The agreed hire price will be payable provided the services commence within 6 hour of the agreed pick up time. If we fail to commence the services within 6 hour of the scheduled pick up time, you have the right to terminate the agreement for that booking and you will receive a full refund of any deposit and advance payment that has been made.

Vehicles

Wherever reasonably possible the vehicle type agreed at the time of booking shall be used. However, we reserve the right to supply an alternative vehicle. In the unlikely event of vehicle breakdown, we will make every possible attempt to supply a replacement vehicle as quickly as possible. If a replacement cannot be supplied, a refund of remaining hire fee will be paid.

Luggage

All property and luggage remains at all times the responsibility of the passengers. We accept no responsibility or liability for any loss or damage, no matter how caused, either whilst in transit or when left in the vehicle.

It is your responsibility when reserving a vehicle, to check that it has sufficient space and weight allowance to accommodate the luggage to be carried.

Please ensure you advise the number and size of your luggage at the time of booking.

We reserve the right to refuse the carriage of luggage if in the chauffeur's judgment the volume of weight is excessive.

Passenger Behaviors

The client is held responsible for the behaviour of all passengers, and for informing them of the provisions of this agreement. They are responsible for ensuring that the party's conduct does not threaten their own, the drivers or any other person's safety. Seatbelts should be worn, and passengers should not lean out of the windows or stand out of the sunroof. You will indemnify us for any losses, costs or expenses caused by any passenger on demand, whether or not we have first made a claim against that passenger. All vehicles are strictly 'no smoking'

In the event that any passenger (in the opinion of the chauffeur) is carrying out any unacceptable behaviour, then we or our chauffeur may refuse entry to that passenger to the vehicle or may terminate the agreement for that booking or may cease the performance of that service, even if they are not completed. In these circumstances and without prejudice to our rights, you must still pay to us the full price for the booking, and we will have no responsibility or liability for any losses or costs.

You accept responsibility and will indemnify us for any internal or external damage to, or loss of the vehicle or any of our property caused or incited to be caused by you or any passenger no matter how the damage is caused.

You will pay for all cleaning and valet costs if any passenger causes any spillage, is sick in the vehicle, or in any other way causes the cleanliness of the vehicle to be of a lower standard than at the pickup time. The standard valet charge is 200,000Tsh plus VAT

In the unlikely event that any of the above events occur, you hereby authorise payment to be debited from the credit/debit card used initially to secure the booking, or agree to immediate payment by other means, after being presented with written/photographic evidence of damage/loss of subsequent hire fees.

The maximum seating capacity of the vehicle is determined by us, and should not be exceeded. It is your responsibility to ensure that any children or passengers under the height of 4'6" are secured within a booster seat or protective child seat as appropriate. The company will provide child seats as long as they are requested at the time of the booking.

Price of the Service

The price for the services is as set out in the booking, subject to amendment in accordance with this agreement.

If a fixed price for services has been agreed, this may be increased by an amount in accordance with out standard hourly rate at the relevant time for any delay or increase in the agreed hire period in the following circumstances:

Any delay caused by you or any passenger for any reason.

Any delay caused by severe traffic, congestion, accidents, weather conditions or any other cause outside our reasonable control.

Any amount due from delays, will be added to, and form part of the price.

Unless otherwise agreed the price stated is exclusive of the following which will be payable in addition where applicable:

V.A.T (which shall be payable by you subject to receipt of a V.A.T invoice)

Road Tolls or additional expenses such as parking

Any wasted journeys carried out because of error on your part i.e. incorrect incoming flight date given, shall be paid for, in full, by you.

Waiting time: We allow 30 mins grace from the time of pickup and 60 mins for flight arrivals. After this time a charge of 50,000/= per hour will be made, 1,500 per minute.

Any price given online, particularly if it is for a major sporting event or concert, is subject to confirmation. We reserve the right to reject a booking if a price is not agreed or if a suitable vehicle is not available.

Cancellations

If a booking is cancelled by the Customer within 24 hours from the start of the period of hire, there will be no cancellation charge

If a booking is cancelled by the Customer within 12 hours from the start of the period of hire, 50% of the cost of the booking will be charged

If a booking is cancelled by the Customer within 6 hours of the start of the contract or if the driver is already en-route, 100% of the cost of the booking will be charged

If the customer does not appear at the time and place designated as the pickup point, 100% of the cost of the booking will be charged

If a wedding booking is cancelled within 1 month from the start of the period of hire, any deposit paid will be non-refundable. Further charges are as per the above conditions

Minibus and Coaches

If a booking is cancelled by the Customer within 5 days from the start of the period of hire, there will be a 25% cancellation charge

If a booking is cancelled by the Customer within 2 days from the start of the period of hire, 50% of the cost of the booking will be charged

If a booking is cancelled by the Customer within 23 hours of the start of the contract or if the driver is already en-route, 100% of the cost of the booking will be charged

If the customer does not appear at the time and place designated as the pickup point, 100% of the cost of the booking will be charged

If a wedding booking is cancelled within 1 month from the start of the period of hire, any deposit paid will be non-refundable. Further charges are as per the above conditions

Refunds

If a booking has been paid in full and a refund is agreed – any payments made on line through WorldPay services will be refunded through the same method back to the payment card used only.

END OF CONTRACT