

Velox Car Rental Reservation Terms & Conditions.

1. Definitions

- "Renter" / "Hirer": the person who makes the reservation and is responsible under this
 agreement.
- "Owner / Rental Company / Lessor": the business providing the vehicle.
- "Vehicle": the car being rented.
- "Rental Period": from the time and date the vehicle is collected until it is returned.

2. Legal Requirements & Driver Eligibility

- The Renter must present a valid driving licence issued by a competent authority. For driving light category vehicles (e.g. saloon cars), the licence must be Class B (or equivalent).
- Minimum age for renting a light vehicle is 25 years, but we may require over 25 years depending on the vehicle type or category.
- The driver's licence must be valid, without serious endorsements relevant to traffic offences, and for a minimum period of 5 years before rental.
- Renter must provide a valid government-issued ID / passport (or Kenyan ID) for identification.

3. Booking, Confirmation & Payment Terms

- A deposit (fixed sum or percentage of rental fee) MAY be required to secure the reservation.
- Full payment (or balance) must be made before vehicle handover or as agreed.
- Security deposit or "bond" as collateral <u>MAY</u> be required. This will be held and returned (less any charges) after inspection upon return.

4. Vehicle Collection & Return

- The Vehicle will be ready for collection at the agreed location and time. Delays beyond a grace period (e.g. 30 minutes) may result in cancellation or extra charges.
- Return of the Vehicle must be at the agreed date, time, and location. Late return charges apply per hour/day as specified.
- The Vehicle should be returned in the same condition (fuel level, tyre pressure, cleanliness) as at pick-up, normal wear & tear excepted. Fuel policy (e.g., full-to-full) must be adhered to.

5. Insurance & Liability

- By Kenyan law (Traffic Act, etc.), vehicles must have at least third-party insurance. This covers liability for damage to other persons or property.
- The Renter is liable for damage to the rental vehicle beyond what is covered by insurance, including excess/deductible, and damage to tyres, windshield, undercarriage, roof, and interior if not otherwise insured.
- Optional insurance upgrades or waivers (e.g., excess reduction, full coverage) may be offered.



6. Use of Vehicle

- The Vehicle may only be driven by authorized drivers listed in the rental agreement. Unauthorized drivers invalidate insurance.
- The Vehicle must not be used:
 - for racing, off-road driving, or reckless driving;
 - o to carry or transport illegal goods;
 - o for hire to other parties (unless specific permission granted);
 - o outside Kenva or in prohibited zones without prior written permission.

7. Traffic Violations, Fines & Penalties

- The Renter is responsible for all traffic offences, fines, tolls, penalties incurred during the rental period. This includes speeding tickets, parking fines, and other violations.
- The rental company may charge an administrative fee to recover processing costs related to violations.

8. Vehicle Condition & Inspections

- Before collection, the Vehicle will be inspected. Any pre-existing damage must be documented (photos or signed checklist).
- On return, the Vehicle will be inspected. Damage beyond "normal wear and tear" will be assessed and costs deducted from the security deposit or charged to the Renter.

9. Cancellations & No-Shows

- Renter may cancel the reservation free of charge up to a certain time (e.g. 24–48 hours) before the start of the Rental Period.
- Late cancellations or no-shows may incur loss of deposit or full-day charge.

10. Early Termination & Extensions

- If Renter wishes to extend the Rental Period, this must be agreed in advance, and additional charges will apply.
- If Vehicle is returned early, refund of unused days may be at discretion of the Rental Company.

11. Liability & Indemnification

- Renter is responsible for any loss, damage, theft of the Vehicle during the Rental Period, except where caused by Owner's negligence or covered by insurance.
- Renter shall indemnify the Owner against all claims, costs, damages, or legal proceedings arising out of misuse of the Vehicle or breach of these Terms.



12. Force Majeure / Unforeseen Circumstances

- If the Vehicle becomes unavailable (damage, maintenance issues) before or during the Rental Period, Owner will endeavor to provide a replacement vehicle or refund.
- Neither party is liable for delays or inability to perform due to circumstances beyond control (e.g., natural disasters, government restrictions).

13. Privacy & Data Protection

- The Renter's personal data (ID, licence, contact details) will be collected, stored, and used in compliance with applicable Kenyan data protection laws.
- Data will be used for the purposes of the rental contract, insurance, and legal compliance.

14. Governing Law & Dispute Resolution

- This agreement is governed by the laws of the Republic of Kenya.
- Any disputes arising under this agreement shall be resolved through negotiations; if unresolved, either party may submit to mediation or the competent Kenyan courts.

15. Special Conditions (if any)

- Any special condition (e.g. use of child seats, GPS, additional driver) must be stated in the booking agreement and may attract additional charges.
- Policies on breakdowns or accidents: Renter must contact the company immediately; follow protocol (e.g., police report if required); do not abandon vehicle.