



VEHICLE LEASE TERMS AND CONDITIONS

JULY 2022/2024

Vehicle Registration.....

Owner

Date of agreement signing...../...../.....

Commencement of Lease/...../.....

Expiry of Lease/...../.....

**FIRST WORLD LIMITED IS LOCATED AT:-
DONHOLM-KAYOLE SPINE ROAD
SHUJAA MALL FIRST FLOOR ROOM 2A.
TEL: 0790395476 OR 0718357165**

**Email: firstworldlimited@yahoo.com
www.firstworldlimited.com**

ADVOCATE STAMP.....

CAR HIRE AGREEMENT

This Agreement is made theday of/20..... between **FIRST WORLD LIMITED** of Post Office Box Number 0790395476-00100 Nairobi in the Republic of Kenya (hereinafter referred to as “**COMPANY**” which expression shall where the context so admits include her heirs or assigns) of the one part AND **PARTICULARS BELOW** in the said Republic (hereinafter referred to as “**THE CAR OWNER**” which expression shall where the context so admits include his heirs or assigns) of the other part.

CAR OWNER DETAILS

Name: ID NO

Phone Email:

Residence

NEXT OF KIN DETAILS

Name: ID NO

Relationship Mobile number

SIGN DATE

ADVOCATE STAMP.....

WHEREAS

FIRST WORLD LIMITED a fully registered company offering various car hire services. While the car owner willingly, voluntarily engages the company to hire his/her car for an agreed amount of KES/-

(In words)Thousand only.

Weekly option ksh/- only.

- a) In this Agreement, words importing the singular shall include the plural and vice versa.
- b) Headings in this Agreement are for ease of reference only and shall not affect its interpretation.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED AND DECLARED as follows:

The **COMPANY** represents and warrants to the **CAR OWNER** that:

- a) It has power and authority to execute deliver and perform its obligations under this Agreement and any Related Document and all necessary action has been taken (and not revoked) to authorise the execution delivery and performance of this Agreement and any Related Document; and subject to all applicable insolvency laws this Agreement constitutes, and any Related Document is or when executed and delivered will be, its valid and legally binding obligation enforceable in accordance with the terms thereof;
- b) The execution delivery and performance of this Agreement and any Related Document do not and will not:
 - (i) contravene any law, regulation, directive, judgment or order to which it is subject; or
 - (ii) result in any actual or potential breach of or default under any obligation agreement instrument or Consent to which it is a party or by which it is bound or which it requires to carry on its business; or
 - (iii) Contravene any provision of its memorandum and articles of association and/or statutes and/or constitutional documents.
- c) It has obtained and complied with all Material Consents (and the same are in full force and effect).

- d) All factual information supplied to the **CAR OWNER** in contemplation or for the purpose of this Agreement or was true and accurate in all material respects as at its date and did not omit anything material and all projections and statements of belief and opinion given by the **COMPANY** to the **CAR OWNER** were made honestly and in good faith after due and careful enquiry and remain valid.

SCOPE AND MANNER OF SERVICES

- a) Cars hire services.
- b) Car track installation
- c) Insurance services
- d) Investment opportunity offering 5% interest monthly

CAR OWNER AND THE COMPANY WARRANTY

1. The **CAR OWNER** willingly agrees to engage the **COMPANY** to use his/ her car for HIRE services.
2. The Company hires and rents from the car owner the above named vehicle whose particulars are as shown here below and subject to the terms and conditions attached to this agreement.
3. The company shall not count 2 days in full (48 hours) after signing of this agreement on the first month only. This is to allow the company assess the vehicle before it is released to our clients. All cars brought without comprehensive insurance or car track gadget shall be subjected to additional uncounted days until the insurance or car track are fixed.
4. The said car shall be used to operate the car hire services within the republic of Kenya. The said hiring is self-drive.
5. The car owner is at no liberty to repossess his/her car from our client without our permission, in case of such event, the car owner shall forfeit any unpaid dues hence, pay the company 2 (two) full months of his/her payment as agreed.
6. Any vehicle being within the contract period is repossessed by the financier through auctioneers, during the time of hire with our client, whereas, the company has paid, or has a balance which is less than 2 weeks of payment, the car owner shall bear the cost of inconveniencing our client at a rate of daily charges as per our charging policies.
7. The **RESPONSIBILITY** of the company is to source for client and hire out the vehicle, while the responsibility of the car owner is to make sure the vehicle is in

good condition for business. The company shall communicate to the car owner once the vehicle requires any repairs.

8. The company shall have the option to fit car track gadget at the car owners cost. The car owner shall reimburse the company for this cost in installments to be agreed on. The car owner must ensure all details to track the vehicle have been supplied to the Company since the vehicle cannot operate without the tracking gadget.
9. The Car Owner shall be responsible for costs of statutory licenses and comprehensive insurance in case of an accident, theft and any other insurance charges such as excess premium. In case of an accident, the car owner shall be responsible for towing the vehicle to the insurance garages at his/her cost.
10. The car owner shall pay all insurance premiums including excess. The car owner shall not harass our client directly or indirect in case of an accident, or during the hired period of this lease. In such event where the car owner does so, the company shall terminate this contract immediately.
11. The car owner is prohibited to track and immobilize his/her vehicle without the consent of the company while the vehicle is on use by our client. In such event, the company shall assume the car owner has taken charge of his/her vehicle and has breached this agreement in full. Breach of contract shall result to non-payments of all dues.
12. The company shall not undertake any repairs and therefore advises the car owner to have his mechanic on call anytime the need of repairs arises.
13. The company shall not be responsible for both Bumpers tear & wear.
14. For instance, if the car owner requires his/her car for personal use, he/she shall be debited the days taken as per the company charging policies or be given another vehicle to use.
15. The company shall deduct an amount equivalent to 2 days after every 2months being accumulation of hours the vehicle has been on garage for minor service repairs.
16. This lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
17. The company further agrees that: Upon the expiration of the lease agreement it shall return possession of the hired car to the owner.
18. If either party wishes to terminate this contract they may do so by giving 1(one) month written notice. Otherwise failure to give a proper notice shall attract a penalty of 1 full month. The notice shall be valid if it was written after 30 (Thirty) days while the vehicle was still working.

19. Additional Hire terms:

1. (1)DISPUTE RESOLUTION

In case of any dispute from either party, both parties agree to settle the matter out of court through arbitration.

(2) ARBITRATION-DIFFERENCE TO BE REFERRED

Whenever any differences arise between the **COMPANY** on the one hand,

and the **CAR OWNER**, or assigns on the other hand touching the true intent or construction, or the incidents or consequences of these Agreement, or of the statues, or touching anything then or thereafter done, executed, omitted, or suffered in pursuance of these agreement, or of the statutes touching any breach or alleged breach, of this Agreement or any claim of account of any search breach or alleged, or otherwise relating this Agreement or to any statutes affecting the company, or to any affairs of, the company, every search difference shall be referred to the decision of an arbitrator, to be appointed by the parties in difference, or if they

Cannot agree upon a single arbitrator to the decision to two arbitrators, of whom one shall be appointed by each of the parties in difference.

3. FORCE MAJEURE

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes embargoes, Government Orders or any other force majeure event.

After signing this contract the **THE COMPANY** shall not be liable to the **CAR OWNER** for delay in performing or failure to perform obligations If the delay or failure results from circumstances beyond control of the company, act of God, fire, curfew, state of emergency. In case of such events, the company shall not be liable.

4. GOVERNING LAW

This agreement shall be governed by and construed in all respects under the laws of Kenya, without reference to its conflicts of laws rules or principles. Any appeal, action, proceeding or litigation arising out of the arbitration process or relating to this Agreement shall be brought and prosecuted only in civil courts in Kenya. The parties hereby irrevocably and unconditionally consent to the jurisdiction of each court within the county of Nairobi where the business was conducted and service of process by registered or

certified mail, return receipt requested or by any other manner provided by applicable law, and hereby irrevocably and unconditionally waive any right to claim that any suit, action,

Proceeding or litigation so commenced has been commenced in an inconvenient forum.

This Agreement and the other Agreements referenced herein contain the entire understanding between the parties hereto with respect to the subject offering and may not be modified or amended except by writing duly signed by the party against whom enforcement of the modification or amendment is sought.

Fees, costs and expenses payable under or pursuant to this Agreement shall be inclusive of any value added tax or similar taxes chargeable on them, which shall accordingly be payable in addition.

5. ACCEPTANCE

The **CAR OWNER** hereby accepts this agreement subject to the above terms covenants conditions restriction provisions stipulation and agreements contained herein. The **CAR OWNER** accepts that the follow up will only be done by the **CAR OWNER**, and no third party should engage in any follow up whatsoever, unless the **CAR OWNER** has passed on. The **CAR OWNER** accepts that his/her contract copy must be witnessed by a registered advocate in the republic of KENYA. In an event of withdrawal of the said vehicle, a notice shall be given to the **COMPANY** 1 (One) month or pay the company 1 full month in lieu.

6. WAIVERS

No delay or omission on the part of the **HIRER** in exercising any right or remedy under this Agreement shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single partial or defective exercise by the **COMPANY** or any such right or remedy preclude any other or further exercise under this Agreement of that or any other right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

7. SEVERANCE

If at any time any of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

SCHEDULE

Vehicle particulars as per the attached copy of logbook, copy of ID of the person signing this agreement.

VEHICLE CHECKLIST

| SPECIFICATION | CONDITION | RECOMMENDATION |
|--------------------------------------|------------------|-----------------------|
| INSURANCE COVER COMPANY NAME | | EXPIRY DATE |
| SPARE WHEEL | | |
| ALARM | | |
| CAR TRACK | | |
| DENTS | | |
| RADIO | | |
| JERK/ROLLER | | |
| WHEEL SPANNER | | |
| LIFE SAVER/FIRE EXT/FIRST AID KIT | | |

CAR TRACK

I AUTHORIZE my vehicle to be fitted with tracking gadget at

KES...../- AND I be deducted forweeks at/- amount per week.

This agreement shall be governed by the laws of Kenya.

IN WITNESS WHEREOF this agreement has been duly executed by the parties the day and year first herein before written.

SIGNED by the **CAR OWNER**

Name.....

)
)
)
) ID No.....
)

Representative of the **COMPANY**

)
)
)
)
)
) Name:

WITNESSED AN ADVOCATE

VEHICLE LEASE PAYMENTS AND EXPENSES

Welcome to First World Limited car hire services. We hope you will enjoy doing business with us. We would like to draw your attention, in order for the vehicle to generate revenue, expenses comes handy. Any moving or tools of work requires maintenance once in a while.

PAYMENTS

We pay as follows for the following vehicles:-

1. All Big 5 seaters 9303KES per week from KCA-KCZ Depending with the make of the vehicle Mostly 5 seater.
2. All new 5 seaters 10500KES per week mostly from KDA-KDH
3. KCA-KCZ Voxy/Noah 11662KES per week new ones 14k per week
4. All small 5 seater 8162KES or 7000KES per week (Mira/Alto)

We also wish to inform you there are common things that cannot be disregarded as much as you want your vehicle to make money. Most of the new vehicles incurs the following expenses:-

- Oil service which occurs after 5000Km or mostly between 2-3months amount 3500/- including all the logistics
- Brakes pads front mostly between 2-3months 2600kes
- Rear brakes linings mostly between 2-3months 2000kes
- Tires depending
- Any other expenses vary with time

PAYMENTS TIMELINES/WHEN TO EXPECT MONEY

Our payments plan work as follows; we calculate our week from Monday to Monday (7days). We close our payments list for all vehicles on Monday 11:59hrs.

Whether your vehicle came on Monday or Wednesday or Friday, our system shall automatically close the accounts on Monday night. There after we will pay one

Most of our clients are corporate clients who get paid through cheques thus promoting us to pay all partners one week in arrears. Once your week ends on Monday, our system will send you breakdown notification on Friday with the sender ID "FIRSTWORLD2" please make sure you have not unsubscribed from promotional/Premium services from your Safaricom line.

You can check through *100*5# (Prepay) or Postpaid *200*7# followed by **LOOPCBA PAYMENTS.**

We shall always have one week payments in arrears which will be later settled when the lease expires.

If you want to know how much your vehicle will earn, take the monthly figure say, 40,000KES divide by 30 days you will find 1329KES per day. That's the amount your vehicle is supposed to make per day. Then, multiply the amount by 7days a week you will get the amount you are supposed to get every week.

We always recommend a one month notice if you want to withdraw your vehicle from our company to avoid inconveniencing our long term clients.

All commission are paid by Dr Maina Samuel.
His contact is **0790395476**



FREQUENT ASKED QUESTION FOR CAR LEASING

Welcome to First World Limited the company that deals with vehicle leasing and hiring. We highly recommend you read the frequent asked questions for better understanding of our terms and conditions.

1. Why take vehicles from individuals hence you can buy your own?

Answer: We have our vehicles but we cannot meet all the demand from our clients.

2. Why is it that, the company does not count 2 days when I bring my vehicle for leasing hence, I brought the vehicle in good condition?

Answer: We do not count the 2 days because it is our first time to see the vehicle. Initially, you cannot bring the vehicle today and we dispatch it to our client the same day. We must monitor the vehicle which includes a drive test before we dispatch it to our clients.

3. Why is the car owner prohibited from repossessing his/her car when the car is with our client?

Answer: Most of our clients are corporate and sometimes they stay with the car for more than a month. If you repossess the car and the client has not cleared with us, the client might take advantage of that and refuse to clear any outstanding arrears. Furthermore, if the vehicle is repossessed and happens it has some dents, the company does not take the responsibility. Handing over the vehicle should be done in our offices only.

4. What is the role of the company when it comes to repairs?

Answer: Our role is to source for clients while the role of the car owner is to maintain the vehicle. Whether the vehicle has worked or not, ours is to pay you. We always communicate on time when the need arises.

5. What happens when the vehicle is scratched by our client?

Answer: We cater for it without your involvement.

6. Which insurance cover is the car owner required to have?

Answer: Any insurance policy is okay with us. Be it PSV or PRIVATE COMP is okay with us. Actually, we accommodate vehicles with TPO insurance.

7. Is it a must my vehicle must have a car track?

Answer: Yes, for easy management. If you have already installed the tracking, you are supposed to share with us the details for tracking the vehicle. Further, we also do install vehicle tracking at a cost of 8,000/- only.

8. What happens in case of an accident?

Answer: The Company shall at all-time advice the client on how to report the case. Any other thing is known when we cross that bridge.

9. Who caters for vehicle towing in case of an accident?

Answer: The insurance company. When you pay for the insurance of your vehicle, the towing charges are always included in the policy. What you are required to have is receipt of breakdown services which is provided or issued by the breakdown service providers at your request.

10. What happens in case of theft?

Answer: If such event happens, we cooperate with all the investigations including giving out all details required by the police.

10. Why is the contract sound punitive to the car owner?

Answer: The contracts protects the client who is the boss for both the company and the car owner. If there was a party to be inconvenienced, it's the client. That's why there is dos and don'ts.

11. Does the company pay on time?

Answer: Yes. Our payments roll is closed on every Monday midnight and the payments are paid on Friday's. There will be always one week in arrears on every week. The same is calculated at the end of the contract.

12. Is the company registered?

Answer: Yes. We have over 12 years' experience in car hire business.

13. Can I see my vehicle once I lease it?

Answer: Yes, you can see it, provided you notify us on time to avoid inconveniencing our client.

14. How long can I lease my car?

Answer: You can lease from 3 month Minimum, to a tune of 2 years. You can lease for any months you want provided is not less than 3 months.

15. What happens if I withdraw my vehicle without notice?

Answer: You forfeit the unpaid dues. We highly recommend before withdrawing your vehicle, you give a 1-month notice.

16. What happens if I want my personal vehicle for use?

Answer: If you would like a vehicle to use for a day, or two, it's possible provided you notify us in advance. The hiring charges are deducted from your weekly payments.

17. Who deals with payments?

Answer: The payments are done by the Director only Dr. Maina 0790395476. No staff is allowed to handle car owner payments.

I confirm I have read and understood the terms and conditions contained in the lease agreement and I wish to sign the frequent asked question form as a confirmation of my understanding.

Sign Date

Official

Name Sign

Date

ADVOCATE