

SELF DRIVE VEHICLE RENTAL TERMS AND CONDITIONS

Agreement:

The model and make of vehicle to be supplied and the applicable rates under this agreement are described in order confirmation.

SUMMARY OF OTHER RENTAL TERMS:

Mini Lease Offer: This is a mini lease self-drive vehicle service which allows the client to keep the vehicle for the duration of the lease period.

Self-Drive Rental: The client is allowed to provide its own driver for all vehicles under this agreement and the vehicles are available to Client on 24 hours basis during the period of this contract. The driver must be thirty (30) years old and must have had a valid Ghanaian driver's license for a minimum of five (5) years or an international driving license.

Payment: Full payments are expected prior to the rental.

Mileage: Client has a maximum mileage cap of 100 KM for this rental after which 0.20 cents will be charged per Kilometer (KM) for any extra mileage incurred during the period.

Fuel: The client is responsible for fuel.

Valet Cleaning: Vehicles shall be returned in the same state of cleanliness as when it was picked up. If a vehicle is dirty on return (animal hair, sand, mud, stained seats, markings, etc.), the client shall be billed **USD 12.00** for cleaning.

Smoking Policy: Smoking is prohibited in all Avis Rent a Car vehicles.

Ghana Insurance Coverage: Avis Rent a Car will provide a comprehensive insurance policy for the vehicle provided for this contract. The policy has an enhanced Third-Party Property Damage Limit. Also, the policy also has an "excess buy back" and an "Umbrella Cover" limit of USD250, 000. Upon request Avis Rent a Car will provide the original insurance documents for inspection.

Vehicle Maintenance: Avis Rent a Car will facilitate comprehensive servicing of all vehicles after every 5,000 kilometers, or as advised by the manufacturer. First servicing for the vehicles will be at 1000km and subsequent ones would be at every 5000km or 3 months intervals whichever comes first.

Client shall receive a five (5) day notice from the supplier prior to the date of servicing. Another vehicle will be provided, if necessary, during the time that the vehicle is being serviced.

Breakdowns: When a mechanical failure occurs, Avis Rent a Car will replace the vehicle with a comparable vehicle until the faulty vehicle is repaired. Avis also agrees that in the event of mechanical failure, the vehicle will be repaired in the shortest possible time and returned to the client.

Event of an Accident: In the event of an accident while the vehicle is in the possession of the client, the client must adhere to Avis directives and verified by the police report, the damaged caused by a third-party vehicle not owned or in the possession of the client. In such case repair cost will be borne by Avis Rent a Car under comprehensive insurance policy by Avis Rent a Car. Avis Rent A Car will not be responsible if an accident results in the death of an individual.

Premature Termination: *If the client wishes to terminate the contract before the contract ends, the client must pay the total bill for the remaining period of the contract.*

Damage to the vehicle: If the vehicle interior/exterior is damaged while it is in the possession of client and the damage is the fault of the client, the client agrees to pay for all damages or to restore the vehicle to the condition it was received.

The Client in regard to the Use of the Vehicle

The Client shall –

1. Ensure that the vehicle shall at all times be kept under adequate security when not in use;
2. Maintain the vehicle in a clean and tidy condition;
3. Not overload the vehicle so that it exceeds its gross vehicle mass as specified by the manufacturer and/or any specific applicable legislation; Not permit the vehicle to be used in breach of any law or regulation or the requirements of any local government or local authority;

4. Not permit the use of the vehicle for any illegal or hazardous purpose or by a person under the influence of alcohol or narcotics or suffering from a mental or physical disability, or for the unlawful transportation of goods or persons for hire or remuneration or in any manner that would invalidate any policy relating to the vehicle;
5. Not permit, without Avis' prior written consent, and subject to such terms and conditions as Avis may in each instance direct, the operation or removal of the vehicle outside the geographical area of Ghana;
7. Not sell, lease, lend, pledge or otherwise alienate or encumber the vehicle or use the vehicle otherwise than in the ordinary course of the Customer's business;
8. At Avis' request, deliver the vehicle for inspection to Avis or permit Avis or its representative to inspect the vehicle at such time and place as Avis may reasonably request from time to time;
9. Not fit any accessories or make any further modifications without Avis' prior written consent.
10. Not to use the vehicle as a tow vehicle for the purpose of towing any other vehicle.
11. Shall ensure that all persons driving the vehicles have valid driving documents at all times and shall be responsible for all liabilities arising out of the activities of persons who drive the vehicles without valid driving documents.

Client's Obligations:

The Client shall ensure that:

1. All reasonable care is taken when driving and parking the vehicle;
2. It is the responsibility of the Client to daily check the vehicle's radiator, water and oil levels, tire pressures, lights and report to the Supplier of any abnormalities;
3. The vehicle is locked and secure at all times when it is not in use;
4. The distance recorder or speedometer is not interfered with;
5. No part of the engine, transmission, braking or suspension systems are interfered with;
6. Should a warning light be illuminated or the Client believes the vehicle requires mechanical attention; the Client will stop driving and advise the Supplier immediately;
7. All drivers authorized to use this vehicle during the term of hire are aware of and comply with the terms outlined in this contract;
8. Any authorized driver carries their driver's license with them in the vehicle at all times and will produce it on demand to any enforcement officer.

Insurance Exclusions:

The Client acknowledges that the insurance cover referred to in the original contract will not apply:

1. At any time when the driver of the vehicle is under the influence of alcohol or any drug;
2. At any time when the vehicle is in an unsafe or un-roadworthy condition, such condition arising during the course of the Client, that caused or contributed to the damage or loss, and the Client or driver was aware or should have been aware of the unsafe or un-roadworthy condition of the vehicle;
3. At any time when a mechanical failure, breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage, but does not otherwise apply to resulting damage to other parts of the vehicle;
4. At any time when the vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker, or testing in preparation for any of them;
5. At any time when the vehicle is driven by anyone not named or described in the Contract Document as a person permitted to drive the vehicle (unless the Client is a body corporate or Department of State and the driver is authorized by them to drive, subject to all other terms and conditions in the Contract Agreement);

6. At any time when the vehicle is driven by an unlicensed person;
7. At any time when the vehicle is willfully or recklessly damaged or lost by the Client, a nominated driver, or a person under the Client's authority or control;
8. At any time when the driver commits a traffic offence while driving the vehicle;
9. At any time when the vehicle is loaded or is being loaded in excess of the manufacturer's specifications;
10. At any time when the vehicle is being loaded or unloaded beyond the limits of a thoroughfare and such loading or unloading is not performed by the driver or attendant of the vehicle;
11. At any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;
12. To any fine or penalty imposed as a result of prosecution for breach of any law;
13. To any puncture, cut or bursting of any tire, or damage to any tire by application of brakes;
14. To any wear and tear to the vehicle – please see *The Fair Wear & Tear Guide* attached.
15. To any liability for damage caused by vibration or the weight of the vehicle or its load to any: bridge or viaduct; any road or anything beneath a road; any underground pipe line or cable; or any other underground installation.
16. At any time when the vehicle was operated beyond the term of the Contract Agreement or any agreed extension of the term, or at any other time or in any other circumstances notified by the Supplier to the Client.
17. The Client shall be liable for excess payment where the third-party property limit for the Supplier vehicle is exceeded, where a third party's property is damaged in an accident. This is payable for each and every incident involving the vehicle.
18. An additional Damage Administration fee of \$100 will be applied for processing damage claims. This fee may be refunded if it is proven that the damage was not due to the Client's fault.
19. This agreement may not be changed, modified, waived or discharged in whole or in part except by agreement of both parties (Avis Rent A car and **CLIENT** in writing)
20. A security deposit amount of \$500 (or Ghana Cedis equivalent) will be held or blocked on credit card of the Client which will be unblocked once the vehicle is returned.
21. In case of an emergency, please contact 233 24 335 2916 or 233 302 761 752.

Approved By:

CLIENT NAME

Date:

 Avis Rent a Car Ghana Representative

Date: