



THE REPUBLIC OF UGANDA

CAR LEASE / HIRE AGREEMENT

Drawn for:
DENNIS MPOZA
[CAR LEASE/HIRE & SELF-DRIVE SERVICES]



1. INTRODUCTION

This Car Lease/Hire Agreement (the "Agreement") sets out the terms and conditions upon which **DENNIS MPOZA** (the "Lessor"), having his registered address at Seguku, 6 miles Entebbe Road of Telephone 0703295404, shall lease a Vehicle to _____ (the "Lessee"), of NIN _____ and having his registered address _____ of Telephone _____ (together, the "Parties").

WHEREAS: The Lessor is the known proprietor of the Vehicle.

WHEREAS: The Lessor is desirous of leasing the Vehicle to the Lessee on such terms as are set out in this Lease Agreement and The Lessee for his part is desirous of leasing the Vehicle from the Lessor on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

2. DEFINITIONS

In this Car Lease Agreement:

2.1 "Vehicle" and "Car" shall both mean the vehicle set out in Schedule A regardless that the Vehicle may not be a car.

2.2 "Approved Drivers" shall mean those persons set out in Schedule B.

2.3 "Lease Rates" shall mean the Rates set out in Clause 5.

2.4 "Date of Collection" shall mean the date set out in clause 6.2.

2.5 "Place of Collection" shall mean the place set out in clause 6.2.

2.6 "Return Date" shall mean the date set out in Clause 6.3.

2.7 "Place of Return" shall mean the place set out in clause 6.3.

2.8 "Written Notice/Agreement/Consent" shall mean any kind of notice, agreement, and or consent either on paper or electronic including email, whatsapp, or text.

2.9 Unless it is evident from the context and having regards to the generality of this Car Lease Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

2.10 The heading names in this Car Lease Agreement are provided as reference only and do not form part of the Agreement.

2.11 This Car Lease Agreement may be executed in both English and other languages. If there is a conflict between the Agreement in its various translations the English version shall prevail.

2.12 The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of the Agreement.

2.13 This Car Lease Agreement may be executed either in one original or in two counterparts.

2.14 The terms of this Car Lease Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of the Agreement.

3. OBLIGATIONS OF THE LESSOR



3.1 It is agreed that the Lessor shall make the Vehicle available to the Lessee for the duration of this Car Lease Agreement to be collected from the Place of Collection on the Date of Collection.

4. OBLIGATIONS OF THE LESSEE

4.1 It is agreed that the Lessee shall make use of the Vehicle during the operation of this Car Lease Agreement in accordance with terms of this Car Lease Agreement and will return the Vehicle to the Place of Collection on or before the Return Date with the same fuel level as when the Vehicle was taken.

4.2 It is further agreed that the Lessee will pay the Lease Rates promptly and shall observe the terms and conditions set out in Clause 8.

5. LEASE RATES

5.1 It is agreed that the Lessee shall pay the Lessor a sum of _____ **only** per day.

5.2 In case the Lessee requires drop off and pick up services of the Vehicle at his convenience, then the Lessee shall pay to the Lessor drop off and, or pick up fees as agreed by the parties.

5.3 The Lessee is required to pay washing or cleaning fees upon pick up or drop off of the Vehicle.

6. DURATION OF AGREEMENT AND DATES AND PLACE OF COLLECTION AND RETURN

It is agreed that:

6.1 This Car Lease Agreement shall commence on the date of its execution and shall have effect until any of the following occurrences at which point the Agreement will end:

6.1.1 The failure of the Lessee to pay any Lease Rates due under this Car Lease Agreement within **24 HOURS** of them falling due provided that such delay was not expressly agreed between the Parties.

6.1.2 The provision of **24 hours'** notice in writing by either Party.

6.1.3 The Return Date _____

6.2 The Vehicle shall be collected from _____ (pick-up) on _____ (date).

6.3 The Vehicle shall be returned to its collection location in Clause 6.2 or as per written consent of the parties.

7. USAGE OF VEHICLE



7.1 The rented vehicle shall not be used to carry unauthorized and, or non-agreed on passengers or property for hire.

7.2 The rented vehicle shall not be used to carry passengers other than in the interior or cab of the vehicle.

7.3 The rented vehicle shall not be used to push, propel or tow another vehicle, trailer or any other thing without the written permission of the Lessor.

7.4 The rented vehicle shall not be used for any race or in any competition.

7.5 The rented vehicle shall not be used for any illegal purpose; in this case the term "illegal" used to mean as defined by the laws of Uganda

7.6 The Lessee shall not operate the vehicle in a negligent manner.

7.7 The rented vehicle shall not be operated by any other person other than the approved driver(s) stipulated in schedule B. If the Lessee allows any other driver (and one under the age of 18 years) to drive the rented vehicle, the Lessee will be fully responsible for all expenses relating to the rented car and, or any other Vehicle involved in any type of traffic offense and, or accident.

8. WARRANTIES AND INDEMNITIES

It is agreed that:

8.1 Both Parties warrant that they have the necessary power and approval to enter into this Car Lease Agreement.

8.2 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under this Car Lease Agreement.

8.3 The Lessee undertakes to pay all Lease Rates to the Lessor promptly and not to unreasonably withhold payment.

8.4 The Lessee undertakes to permit only Approved Drivers to operate the Car during the operation of the Car Lease Agreement.

8.5 The Lessee undertakes that all Approved Drivers shall only operate the Car when sober and fit to drive and will follow the rules of the road at all times.

8.6 The Lessee undertakes to return the Vehicle on written instruction from the Lessor.

8.7 The Lessor undertakes not to request the return of the Vehicle unreasonably.



8.8 The Lessee undertakes not to take the vehicle out of the country without the prior written consent of the Lessor

8.9 The Lessee undertakes to pay all fuel costs.

8.10 The Lessor undertakes to insure and keep insured the Vehicle during the operation of this Car Lease Agreement.

8.11 The Lessor undertakes to meet the costs of all routine vehicle maintenance and repairs due to **normal wear and tear**. The Lessee undertakes to meet all costs and damage caused by a collision. The Lessee shall not repair the vehicle without prior written agreement of the Lessor.

8.12 In the event of a collision, the Lessee undertakes to reimburse any costs and loss howsoever arising as a result of the collision which are not covered by the insurance including but not limited to the payment of the deductible (or excess) on the insurance policy (if any).

8.13 Where the Vehicle requires towing, garage services and repairs for any reason this shall be arranged by the Lessee but with the prior approval of the Lessor.

8.14 The Lessee agrees to keep the Vehicle clean.

8.15 The Lessee undertakes **not to sub-lease** the Vehicle.

8.16 The Lessee agrees not to use the Vehicle for any purpose other than those set out in clause 7.

8.17 The Lessee undertakes to inform the Police and the Lessor immediately if the Vehicle is stolen or is suspected of being stolen. And the Lessor undertakes to relay the same to the Insurance Company.

8.18 The Lessor accepts no obligation for the payment of any tax burden on the Lessee arising for any reason including but not limited to tax on Benefits in Kind.

8.20 The Lessee agrees to hold harmless, to indemnify and to keep indemnified the Lessor for any and all losses howsoever arising in connection with injury, death and damage to property caused by the Vehicle.

8.21 The Lessee agrees to hold harmless, to indemnify and to keep indemnified the Lessor for any and all losses howsoever arising due to late payment of the Lease Rates or late return of the Vehicle.

8.22 The obligations and benefits under this Car Lease Agreement may be assigned by either Party provided that the other Party first agrees in writing to said assignment.

8.23 The failure or delay by either Party to enforce any term of this Car Lease Agreement or to act upon a breach of any term shall not constitute a waiver of their rights.



8.24 Both Parties warrant that they will not do anything to hinder or adversely affect the execution of the other Parties' duties under this Car Lease Agreement.

8.25 Both Parties warrant that they will submit to the exclusive jurisdiction of the courts and legal system stated in clause 11.

9. VARIATION

9.1 Any variation to this Car Lease Agreement shall be made in writing and signed by both Parties with the exception of variations of Schedules A and B which can be amended by annexing a replacement version of the Schedule which must be signed and dated by both parties.

10. NOTICES

10.1 Any notice served under this Car Lease Agreement shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English.

11. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

11.1 This Car Lease Agreement is made under the exclusive jurisdiction of the laws of the Republic of Uganda.

11.2 Disputes under this Car Lease Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Uganda.

11.3 Notwithstanding the terms of 11.2 both Parties agree that in the event of a dispute they will enter into arbitration before a single arbitrator or before the Commercial Court of Uganda whose decision shall be final.

IN WITNESS WHEREOF, each of the Parties has executed this Car Lease Agreement:

LESSOR

LESSEE

Signature: _____

Signature: _____

Date: _____

Date: _____

Witness

Witness



Schedule A

Particulars of the Vehicle Being Leased

Vehicle Registration Number: UBL 034M

Vehicle Make: TOYOTA FIELDER

Vehicle Model: COROLLA

Vehicle Color: SILVER

Year of Manufacture: 2007

Engine Capacity: 1,500cc

Vehicle Identification Number (VIN): NZE - 1419029999

Mileage at start of lease: _____

Fuel Type (Diesel, Petrol, LPG, Electric): PETROL

Fuel Level at start of lease: _____

Details of Insurer (name and address): CIC GENERAL INSURANCE (U) LTD

Insurance Policy Number: CIC/PV/MLB/03/2022

Battery Serial Number: _____

Schedule B

Particulars of the Approved Drivers

The following shall be the Approved Drivers

Name	Address	License Number	Country of Issuance



DECLARATION

I _____ affirm that I have read, and to the best of my knowledge understood, and hereby pledge to comply with the terms and conditions stated herein this agreement. And that I have submitted my; (tick appropriately)

- A. Original National Identification ☐
- B. Original Passport ☐
- C. Original Driving License ☐

To the lessor and that I will receive the said identification documents upon fulfillment of the terms/conditions/specifications entailed in the completion of this agreement.

Signature: _____

Date:

