



TRADING NAME AND ADDRESS

ADDRESS OF REGISTERED OFFICE

TEL NO. _____

FAX NO. _____

IF A SUBSIDIARY STATE PARENT COMPANY/ SISTER COMPANY
PLEASE TICK AS APPROPRIATE

PLC _____ PARTNERSHIP _____ LIMITED COMPANY _____ PRIVATE CO. _____

DIRECTORS, PROPRIETORS OR PARTNERSHIP DETAILS:

NAME AND ADDRESS

NAME AND ADDRESS

NAME AND ADDRESS

NATURE OF BUSINESS:

DATE OF REGISTRATION / INCORPORATION: _____ CERTIFICATE NO. _____

COMPANY VAT NO.: _____ PIN NO: _____

AMOUNT OF CREDIT REQUIRED: _____ FOR _____ DAYS

TRADE REFERENCE 1: _____ TRADE REFERENCE 2: _____ TRADE REFERENCE 3: _____

TEL NO. _____ TEL NO. _____

TEL NO. _____

CONTACT _____ CONTACT _____

CONTACT: _____

BANKERS: _____

Please sign and forward with (1) certified copy of certificate of incorporation/ Registration (2) certified copies of identity card/ passport copies (3) copies of VAT registration and PIN certificate (4) one copy of your last Audited Accounts (5) A copy of your company letter head (6) Last Annual return (for companies) filed at the Registrar of Companies.

SIGNED: _____

DATE _____

AUTHORISED SIGNATORY

DESIGNATION: _____

Approved by:	Date:
Amount:	References Contacted:



1. DEFINITIONS

- a) Payless/ Budget refers to Payless Car Hire & Tours Ltd.
- b) The "Company" shall be Payless Car Hire & Tours Ltd.
- c) The "Customer" will be any person, firm or industry.
- d) The "Contract shall mean the contract or contracts between the company and the customer relating to all signed agreements.

2. ORDER NUMBERS

- a) No vehicle may be rented without an official order in writing, stating clearly the dates of vehicle requirements.
- b) Faxed copy orders will be accepted only where the original has been posted or is to be posted.
- c) All telephone orders must be confirmed on the same day with an official order by fax or courier.
- d) Any order placed by the customer (whether or not in a response to a quotation) shall constitute or be deemed to have constituted an offer to the company for the rental of vehicles subject to these conditions.
- e) The company has the right to accept or refuse any orders (with or without an official order) received by it based on a quotation or price list issued by the company.

3.

- a) On completion of each rental agreement, Payless/Budget will invoice the customer. Payment becomes due on receipt of invoice. Payments are due to be sent to the location/branch the invoice originated from as specified on the invoice. In the event of queried charges the customer shall pay the company within (7) days from the receipt of the invoice, then it shall be deemed that they are accurate and complete for all purposes.
- b) Accounts are due within the credit period in any case NOT TO EXCEED 30 days from date of invoice.
- c) Late payments will accrue interest of 4.5% per month, calculated on daily basis.
- d) Discount given, if any, will be withdrawn should the account still remain outstanding after 45 days. This discount will be Re-invoiced together with all interest incurred at 4.5% per month calculated daily.
- e) The credit facility will be withdrawn should the account still remain outstanding after 60 days.
- f) The company shall be indemnified by the customer on demand for any and all expenses incurred in relation to the recovery of any overdue accounts.
- g) These provisions shall be without prejudice to any other legal rights or remedies available to the company if the customer shall fail to make payment when due.
- h) Payless/Budget shall have the right to offset payments due to the customer from Payless/Budget against payment due from Payless/Budget to the customer.
- i) Failure by the customer to exercise or enforce any rights under these terms and conditions shall not be deemed to be a waiver of any such right, nor operate so as to bar the exercise of enforcement thereof at a time, or times.

4.

- a) It is a condition of hiring that the customers, their employees or drivers, shall inspect the vehicle with an employee of Payless/Budget at the commencement and termination of the rental period and any damage on the vehicle should be noted, agreed and signed for in the presence of the employee of Payless/Budget.
- b) Further in the event of Payless/Budget employee delivering and collecting a vehicle to or from the customers premises for rental the customer should ensure that an authorized person is available to inspect the vehicle with Payless/Budget employee at the commencement and termination of the rental period, any damage on the vehicle should be noted, agreed and signed for in the presence of the employee of Payless/Budget representative.
- c) In the event of the customer not making a representative available for inspection of the vehicle, an employee of Payless/Budget will inspect the vehicle for any damage and their report of the vehicle condition shall be final.
- d) In the event that a customer or customers employee or the agent of the customers driver return a vehicle outside normal office hours, the customer retains the responsibility for the vehicle as if it were still on rental until such time as the vehicle is physically checked by a Payless/Budget employee.
- e) These terms and conditions apply in addition to and form part of the terms and conditions of all rental agreements.



DATE

PAYLESS CAR HIRE & TOURS LTD
P.O. BOX 6741
00100 – Nairobi
Kenya

REF: PERSONAL GUARANTEE

Inconsideration of your accepting to supply (name of Company) Of P.O Box
..... with goods and/or services on credit at our request, we hereby agree with you as follows:

1. That we shall be answerable and responsible to you for the due payment by the said (name of company) for all such goods or services as you may from time to time supply to it but our total and aggregate liability under this guarantee shall not exceed the sum of Kshs (amount)in words
2. That this agreement shall be a continuing guarantee to you for all debts whatsoever and whenever contracted by the said (name of company) with you in respect of goods and services supplied to it.
3. That you are at liberty without notice to us at any time without discharging us from our liability hereunder vary the terms of credit provided to the (name of Company).....
4. That any neglect or forbearance by you in requiring or enforcing payment from the said (name of Company) shall not in any way affect, reduce or discharge our liability hereunder.
5. That we agree that your statement of the said (name of Company) shall be good and sufficient evidence of our liability hereunder and binding on us.
6. That in order to give full effect to the provisions of this guarantee, we hereby waive all rights inconsistent with such provisions and which we might otherwise as surety be entitled to claim and enforce.

Yours faithfully

NAME OF DIRECTORS	SIGNATURES	WITNESS
1.
2.
3.
4.

NB: RUBBER STAMP OR COMPANY SEAL SHOULD BE ENDORSED ON THIS FORM