



GENERAL RENTAL TERMS AND CONDITIONS

DEFINITIONS

In this agreement, except where the context indicates otherwise:

- 1.1. **"THE RENTER"** and "you" means jointly and severally, the signatory hereto and any person on whose behalf the Signatory signs this agreement.
- 1.2. **"DAMAGES"** (concerning the VEHICLE) includes, but is not limited to, our expenditure in towing, transporting & storing the VEHICLE, the difference between the pre-collision and post-collision value of the vehicle in the case where it is uneconomical to repair the VEHICLE; repairing any damage caused to the VEHICLE from the time of delivery to you until the return thereof to us; replacing parts or accessories (excluding normal wear and tear) and paying an expert to inspect the damage to the VEHICLE and report thereon.
- 1.3. **"RENTAL PERIOD"** means the period referred to on the face hereof and any extended period agreed to by us. The rental amount is calculated on a 24 (twenty-four) hour daily rate from delivery to return of the vehicle.
- 1.4. **"VEHICLE"** means the vehicle referred to on the face hereof and the keys of the said vehicle or any substitution in terms hereof.
- 1.5. **"PERSON"** includes any juristic and natural person; the singular includes the plural, and one gender includes the other where applicable.

2. AUTHORISED DRIVERS AGE / ADDITIONAL DRIVER

2.1. By your signature hereto, you confirm that you have an unendorsed and valid commercial driver's license and have had such for not less than two years. One additional driver is authorized, and such additional driver has a valid commercial driver's license.

3. RENTAL

3.1. We rent, and you hire, the VEHICLE for the RENTAL PERIOD at the agreed rate, plus additional charges. Where no additional charges have stated the rates on our Standard price list, or such other agreement as the parties may have entered into, shall apply. You will pay all taxes and charges for miscellaneous services which apply hereto and for the filling of the fuel tank before collection/return of the VEHICLE.

3.2. All amounts owing are due and payable on demand, but in any event, by no later than the date on which the RENTAL PERIOD expires. You shall not set off or withhold payment of any amounts due by you in terms of this agreement for whatsoever reason or cause.

4. PREREQUISITES: CHAUFFEUR DRIVEN OPTION

- The minimum daily rental period is 6 hours and maximum of 12 hours; after which the customer shall be surcharged (refer to price list) depending on the vehicle type for each additional hour the vehicle is used.
- All YOKS vehicles are insured comprehensively.
- The Chauffeur is mandated to always oversee the vehicle. Reasonable period for break and lunch shall be allowed the chauffeur, however, for long journeys, chauffeur should be allowed 15 mins of rest after every 3 hours of continuous driving.
- A daily allowance is to be given the chauffeur for the service rendered per your rental agreement at the time of booking.
- Client/Customer is required to inspect and sign the Log sheet including Fuel level and time at the end of rental period.

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- Payment of fuel and toll is the responsibility of the client/customer. The Vehicle is given to client with a full tank of fuel and client is expected to return the vehicle with a full tank of fuel. Should the client/customer require YOKS to fuel the vehicle on their behalf an administration fee of GHS30.00 will be charged as service fee for your convenience, in addition to the cost of the fuel.

5. CHAUFFEUR ALLOWANCE

Our chauffeurs are to be given an allowance anytime they render services. The allowance given to the Chauffeur varies depending on the type of service required.

- For **Hourly service**, driver allowance not applicable except when driver exceeds 4 hours on one trip. Amount applicable is GHS50 or USD equivalent.
- For **Whole day service within Accra**, allowance expected is GHS50 or USD equivalent
- For **Whole day service outside Accra return trip**, the allowance expected is GHS70 or USD equivalent
- Overnight allowance outside Accra** is GHS150 per night as an allowance for accommodation.
- For outside Ghana services you are required to give the chauffeur GHS300 per night to take care of his accommodation.

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6. YOUR OBLIGATIONS

The vehicle shall not be driven by any other person than you, and only under the condition that your ability to drive is not in any way impaired by mental or physical incapacity or restricted by any law.

If you wish to travel outside the borders of Ghana, you shall inform YOKS well in advance so that the necessary permits and other documentation is acquired.

You shall take care of the vehicle, keep it in good repair and condition, pay any fines for which you may be liable, reimburse YOKS for any damage to the vehicle, and refund YOKS for any costs it incurs should the company have to repair the damage to the vehicle.

The vehicle shall be provided to you with a full tank of fuel, you shall only refuel the vehicle with the right type of fuel, and you shall return the vehicle with a full tank.

You shall be liable for all fees, fines and penalties incurred in connection with the use of the vehicle and for which YOKS is charged, unless they have arisen through the fault of YOKS.

During the rental period you shall carry out the usual checks (engine oil level, tyre pressure, etc.) as would any careful user and you shall respect the maintenance cycle of the vehicle as stated in the maintenance guide, if any.

When parking the vehicle, even for a short period, you undertake to lock it and make use of the vehicle's alarm system if equipped. You shall never leave the vehicle unoccupied with the keys in the ignition.

You undertake to use the vehicle in a responsible manner and, only for the purpose for which it is intended. For a car, this means primarily carrying passengers other than for hire and reward.

You shall not use the vehicle under any of the following conditions or for any of the following purposes:

- driving the vehicle under the influence of alcohol, drugs or any other type of narcotic substances, transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances,
- carrying anything which, because of its smell or condition, harm the vehicle or causes YOKS to lose time or money before it can rent out the vehicle again,
- transportation of live animals (except for domestic pets)
- re-rental to or use by other persons,
- carrying passengers for hire or reward,
- participating in rallies, competitions, or trials, wherever they may take place,

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- giving driving lessons,
- pushing or towing another vehicle,
- travelling on non-paved roads or on unmotorable roads; the surface or state of repair of which could put the vehicle's wheels, tyres or its under body mechanics at risk,
- Internationally committing any offence.
- None of the goods and baggage carried in the vehicle, including their packing and stowage equipment, shall be permitted to damage the vehicle, nor put the occupants abnormally at risk,
- In any way which breaks the Highway Code, road traffic laws or any other laws.

You shall be liable for any offence committed during the rental period which relates in any way to your use of the vehicle, for as long as the vehicle remains in your possession.

Upon the request from the police or any official body, YOKS may have to transfer your personal data. Such transfer will be done in accordance with the data protection Laws.

7. The VEHICLE shall be at your sole risk for the RENTAL PERIOD.

You shall not:

- a. Hire or lend the vehicle to anyone else.
- b. Permit the VEHICLE to be in the possession or control of anyone other than yourself and/or the additional driver;
- c. Cause or permit the VEHICLE to be driven unlawfully, illegally, or to be used for any unlawful purpose or for a purpose for which it was not designed or in such a way as to increase the risk of it being damaged or lost, or to be overloaded.
- d. Cause or permit the VEHICLE to carry any passenger or goods for reward or racing or for it to be used for any purpose other than your transportation and those within your party.
- e. Cause or permit the VEHICLE to be exposed to the risk of damage in or by any civil or public disturbance or unrest.
- f. You shall take all precautions to protect the VEHICLE from theft and damage and shall lock and immobilize the VEHICLE and activate the VEHICLE'S alarm when the VEHICLE is not in use. In case of a collision, theft, or loss of, or involving the VEHICLE, you shall immediately:
- g. Report any damage to us and the police or nearest traffic department within 24 hours of such an incident (and in the case of theft of the VEHICLE within 6 hours of such theft).
- h. Complete and ensure that the driver completes all documents required by us and our insurers; and
- i. Provide all and any assistance we or our insurers may require dealing with any matters arising from the incident, whether directly or indirectly.
- j. You agree that you are not allowed to permit any towing, repairs, or servicing to be done to the VEHICLE unless authorized by us in writing beforehand.

If the VEHICLE is driven by anyone, other than your company's authorized driver, you shall remain liable to us for all your obligations in terms hereof and, besides, you shall be liable to us for the full replacement value, or costs incurred by us as a result of theft or damage to the VEHICLE.

We have the right to terminate the rental at any stage for whatsoever reason, including but not limited to, the vehicle being illegally parked, being abandoned or appearing to be abandoned, being used to violate the law, abusive/negligent/drunk driving and the driver not adhering to the traffic and road laws of the country. We may also repossess the VEHICLE at any time if we discover that you have made a misrepresentation to us in connection with, or relating to, the conclusion of this agreement.



Keys that are lost or locked in the VEHICLE must be reported to us as soon as possible, and the same will be retrieved at your cost.

You agree to inform us of your intention to extend the RENTAL PERIOD and any agreement to so extending the RENTAL PERIOD will be at our sole discretion. Principles and Computation

You undertake to return the vehicle to YOKS at agreed place, on the date and at the time indicated on the rental agreement.

The maximum duration of a rental agreement varies from one city to another, and it depends on the type of vehicle requirement from the customer. The Self-Drive rental period is 24 hours, and the Chauffeur- driven option is 12hours per day, starting from the time the vehicle is made available to you. However, a 30minutes grace period is applied at the end of every rental.

8. PREPAYMENT TERMS AND CONDITIONS

Prepayment means that you have paid for your rental in advance, at the time of booking.

Prepaid bookings are non-negotiable and cannot be combined with other any other promotional offer because it is already discounted.

Discount on rates exclude all applicable charges which are not expressly mentioned on the YOKS Prepayment Confirmation as included, and any optional additional services for which the customer may be liable. For non-anticipated additional cost, the credit card used for prepayment must be made available at the YOKS office during the pickup of the vehicle.

You may amend your reservation free of charge, by using the same booking channel as the one used for your reservation or by contacting our local Call Center. Amendment to the reservation may affect the rental rates and may require a new YOKS Prepayment Confirmation to be issued.

9. EXIT CLAUSE

You may cancel your reservation by using the same booking channel as the one used for your reservation or by contacting our local Call Center. Cancellations made through the YOKS reservation website will take effect when recorded in the YOKS reservation system.

You may cancel your prepaid reservation as follows:

- You may cancel the reservation free of charge up to 24hrs before the rental is due date.
- Prepaid reservations that are cancelled on the date of pick-up or less than 24hrs before the rental pick-up time will receive a partial refund of 50% of the daily rate times the number of days reserved. This amount will be charged either in local currency or in your card billing currency, where applicable and at the exchange rate & conditions valid at time of transaction.

If You have not cancelled and fail to come to the YOKS rental location to pick up the Vehicle, the prepaid amount will be refunded less a "no show" fee. This amount will be charged either in local currency, USD, or in your card billing currency, where applicable and at the exchange rate and conditions valid at time of transaction.

If the amendments to the reservation are not made according to above agreement, no refunds shall be given for unused days for rentals ended early (i.e. the customer returns the vehicle before the end of the agreed rental period) or late collections, if the customer fails to collect the vehicle on the rental start date or cancellations made after the due rental start date and time.

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Specific make/model preferences are subject to availability at the time of rental.

Self-drive days are based on 24-hour periods commencing at the time of pick up. Additional day charges will apply if the YOKS vehicle is kept longer than specified (additional days begin after a 30-minute grace period and will be billed at the available public rate).

All drivers are informed that any information is supplied voluntarily to provide the car rental service and will be stored on a computerized database that all drivers can consult at any time to review and rectify his/her personal data on request to the YOKS Sales Administration Department of its country of residence.

10. DEPOSIT POLICY

Client will be asked to leave a deposit for the renting of the vehicle before it is given out. The deposit amount will be determined based on the type of vehicle to be rented and this will be made known before booking is made. The deposit amount will be blocked (not debited) on your payment card at pick-up time. If booking is done online, the required amount will be blocked within 24 HOURS before the pick-up. This amount will be deducted from the authorized expense limit on your payment card.

The deposit will be used to settle any extra charges you incur whilst renting the vehicle from us (including fuel missing at return, extra-day, extra-mileage, etc).

If you have prepaid for your vehicle only the deposit amount will be charged.

If you have not already paid for your rental vehicle at the time of booking, then the cost of the rental of vehicle as well as the deposit will be authorized on your credit card.

11. CANCELLATION AND CHANGE POLICY

If you have already booked your vehicle:

- If you have already booked your vehicle and wish to keep it longer; you contact the location where you picked up or booked book the vehicle. If you have not picked up your vehicle:
- If you have not picked up your vehicle you can view, modify, or cancel your reservation. When visiting the page, you will need to make sure all fields are filled out. If you fail to enter in your confirmation number, first name, and last name – the reservation will not be found. If you entered in all this information correctly and still cannot modify your reservation, please contact us.

Will I be charged if I cancel my reservation?

If you did not prepay for your reservation, there will not be a cancellation fee.

If you prepaid for your vehicle, the following conditions would apply

Should you wish to keep the vehicle for a period longer than the original duration set out in the rental agreement, you shall first contact YOKS office either by phone or Email to extend the duration of the rental agreement. Depending on your location you may be required to come in person to the YOKS office to complete the necessary documentation.

12. DELIVERY AND COLLECTION TERMS

If a request is made by a client to YOKS and YOKS agrees to deliver the Vehicle to you at a location of your choice you shall pay additional charges and follow different instructions.

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You shall return the Vehicle to YOKS at the end of the rental period. In a situation where YOKS shall pick up the Vehicle; you shall indicate the date and time of pickup the mileage and fuel gauge reading, and other information required on the rental document. You shall do anything else which YOKS requests as a condition of agreeing to collect the Vehicle.

You shall return the vehicle immediately when YOKS requests that you do so., In a situation where the vehicle is not delivered to YOKS upon request, you hereby authorise YOKS to enter your premises and to do any and all other things necessary within the Law to repossess same. You shall be liable for any cost incurred during the repossession of the said vehicle. In addition, YOKS may repossess any vehicle without notice or liabilities where YOKS deems it appropriate that such repossession is necessary for its own protection.

The end of the rental is determined by return of the vehicle and its keys to the rental office or agreed YOKS location.

The vehicle and keys shall be handed over to a uniformed YOKS employee and under no circumstances should keys be given to any person present at YOKS' premises and whom you assume or purport to be a YOKS employee. It's explicitly mentioned in writing in the rental agreement the keys shall be returned to YOKS office or YOKS security officer. Under no circumstances shall YOKS accept any liability for items that may be left in the vehicle at the end of the rental.

YOKS strongly recommend that you read carefully this information available at the office;

In the event of Theft, accident, or confiscation

- In the event of measures by third parties, including attachment, confiscation or impounding of the vehicle, you shall immediately inform YOKS in writing.

YOKS shall than be entitled to take all measures which it deems necessary to protect its rights; you shall be liable for all damage, cost and or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss) to the vehicle unless it is demonstrated that YOKS is directly responsible for such confiscation or impounding of the vehicle.

Furthermore, the rental agreement may be automatically terminated as soon as YOKS is informed of such action by the legal authorities or by you.

Any use of the vehicle which may be deemed detrimental to YOKS, shall result in an automatic and immediate termination of the rental agreement.

In the event of an accident, the rental agreement shall be terminated as soon as YOKS receives a copy of the Police report completed and where applicable the third party. If YOKS provide a new vehicle, the rental agreement shall be amended accordingly.

In case of theft of the vehicle, the rental agreement shall be terminated as soon as YOKS receives a copy of the theft declaration made by you to the police.

YOKS shall not be responsible for any loss, theft, robbery, or damage of whatever nature relating to objects or utensils transported on, or which are found in the vehicle including baggage or goods.



13. TERMS OF PAYMENT

The total charges for each rental shall be determined by the price list applicable on the website or YOKS office at the time of the rental, rentals with duration up to six (6) months are negotiable

Advance payment for the rental period shall be required at the beginning of the rental.

Delayed payments shall attract 5% interest per day. In case the contract is abrogated by client, YOKS is entitled to 25% retention of the outstanding balance.

Transaction fee of 3% applies for the convenience of using your credit card.

14. FORM OF PAYMENT

- Please note that YOKS accepts Cash, local cheques, and some major credit Cards such as Visa, MasterCard and Mobile Money Authorisation will be requested on each detail available at the reservation service centre.
- Only corporate institutions that have done business with YOKS for one year and above may be eligible for credit facility
- Prepayment of the estimated rental cost is required. The difference shall be settled promptly on completion of the rental. Delayed payment shall attract 5% interest each day.

Note: The customer shall in all cases be advised accordingly. Rates are subject to change without notice. If the client abrogates the rental contract, YOKS is entitled to 25% retention of any outstanding balance.

15. FINES

Any fines incurred during the RENTAL PERIOD, will be redirected to the RENTER and a traffic fine administration fee will be levied. Any toll fee charges incurred by the RENTER during the RENTAL PERIOD will be charged to THE RENTER.

16. INSURANCE / DAMAGE

a. Comprehensive Insurance Cover - Damage And Loss Cover

- i. You accept a **comprehensive insurance coverage** and if you have complied with all the terms and conditions of this rental agreement, you will be liable for any damages to or loss of the VEHICLE or the excess amount as reflected on the face hereof, whichever is lower, plus towing and storage charges, assessors' fees and administration or claim handling fees.
- ii. Notwithstanding the Comprehensive Insurance Coverage, you will be liable for the full repair costs of any damage to the vehicle or, if the vehicle is deemed to be a write-off, the replacement cost thereof, if:
 - o You were driving negligently, or
 - o The VEHICLE was being driven on a road not suitable for the VEHICLE (based on vehicle type), or
 - a) You are unable to provide sufficient and accurate details regarding the cause of the damages.
 - b) In the case of theft of the VEHICLE you shall be liable for the full value of the vehicle if the keys of the VEHICLE are not returned to us.

b. Third-Party claims

- i. The Renter will be responsible for all and any third-party claims, irrespective of who was at fault, in respect of damage or loss to any other vehicle or property.
- ii. Notwithstanding anything in this agreement, we shall not be obliged to make, institute, or proceed with any claim which we may otherwise have had against a third party for the recovery of any damages or

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i. You accept to pay for Comprehensive Insurance Cover and you accept to pay limited liability and provided that you have complied with all the terms and conditions of this rental agreement you will be liable for any damages to or loss of the VEHICLE or the excess amount as reflected on the face hereof, whichever is lower, plus towing and storage charges, assessors' fees and administration or claim handling fees.



financial loss in connection with the vehicle and we shall be entitled to abandon such claim or to settle such claim on any terms in our sole discretion.

Exclusions To Insurance Option B – DAMAGE AND LOSS WAIVERS ACCEPTED

- A. **UNDERCARRIAGE / GLASSWARE** Notwithstanding the above clauses where damage is caused to the undercarriage and any glassware of the VEHICLE, you will be liable for all repairs, costs, replacements regardless of fault and howsoever caused. *Original factory parts to be fitted for warranty purposes
- B. **TYRES AND RIMS** Any tyre/rim damage is for your account.
- C. **INTERIOR OF VEHICLE** You will be liable for all damage caused to the interior of the vehicle regardless of fault and howsoever caused. Besides, if the VEHICLE is not returned in the same condition as it was received, you will be liable for any costs incurred to return the vehicle to its original state. 6.7.5. MECHANICAL Any damage caused by bad driving during and/or detected after the termination of the rental will be for the renters' account.

17. EXEMPTIONS

We shall not be liable for any damages or loss that you may sustain, be it direct or indirect, arising out of any defect in, or mechanical failure of, or the safety of, the VEHICLE, or from the driving or use thereof by you, or caused by any negligent acts of our employees, agents, or servants, nor for any direct or of any of the foregoing or any breach by us of the agreement. No warranties are given by us as to the condition, state of repair, performance capabilities, and year of manufacture, odometer reading or anything else concerning the VEHICLE.

18. GENERAL

- a. This is the entire agreement, and no variation or cancellation will be valid unless in writing and signed by the RENTER and YOKS Rent A Car.
- b. We may claim and recover from you, on-demand, all costs, and expenses incurred by us in consequence, directly or indirectly, of any breach by you of this agreement, including attorney and-own-client costs, collection commission and any costs of tracing you or the VEHICLE.
- c. A provision of this agreement that is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity hereof.
- d. This agreement shall be governed by the laws of the Republic of Ghana
- e. By your signature hereto, you accept all the charges charged by us in terms of this rental agreement, including any charges relating to loss and damage to the VEHICLE.
- f. Any dispute arising by either of the parties will be settled as per Ghana Laws in Accra.

You accept as your domicile (i.e. the address where all notices or legal process shall be served) the address stated on the face of this rental agreement or the application for credit facilities. Any notice posted to the RENTER by registered mail shall be deemed to be received 7 (seven) days after posting unless the RENTER proves the contrary.

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****I acknowledge that I have read and understand the General Terms and Conditions outlined here by YOKS Rent A Car,***

by signing YOKS Rental agreement document, you also agree to YOKS Rent A Car General Terms and Conditions*

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