

# UG-MOTOBIKE terms & conditions

Please take time to read the terms and condition of UG-MOTOBIKE's services. Confirming a rental or booking with UG- MOTOBIKE assumes that you have read, fully understand and accept the terms and conditions described below.

## Terms & conditions for self-drive motor rentals

### I. General & use of the motorcycle

1. "UG-MOTOBIKE" or the "Owner" means UG-MOTOBIKE, incorporated in Kampala in 2019.  
"You" or the "Hirer" means the person(s) who have signed the Rental Agreement;  
The "Rental Agreement" means the rental agreement made between You and the Owner;  
"UG- MOTOBIKE Insurance" means the insurance policy of UG- MOTOBIKE;  
"KIBO" or "motorcycle" means the motorcycle which is rented by you.
2. The Hirer shall return the motorcycle on the agreed date, as specified in your online reservation form, before 7:00 PM, unless the Owner has specifically agreed otherwise. No refunds shall be given for early returns.
3. The Hirer shall have a valid driver's license (of the country of residence and/or an International Driver's License). It is the driver's responsibility to ensure that he/she carries the driver's license with him/her whilst driving.
4. The motorcycle is to be operated only by the Hirer who have signed the rental agreement and his authorized travel companions. Any loss or damages arising from the use of the motorcycle by an unauthorized driver shall be borne by the Hirer.
5. Any losses or serious damages of the camping gear shall be charged to the Hirer at replacement value.
6. Any fine or penalty from the traffic police shall be settled by the Hirer.
7. The motorcycle is rented with a full tank of fuel - petrol - and shall be returned to the Owner with a full tank in order to prevent refueling charges.
8. The Hirer is required to fill up on fuel only at larger gas stations, such as Kobi, Shell and Total. In some of the smaller gas stations, fuel can be mixed with other liquids or additives, which may seriously damage the engine of the motorcycle.

### II. Restricted areas & recommendations

9. UG-MOTOBIKE strongly recommends NOT driving before sunrise (approx. 6.30 AM) and after sunset (approx. 6.30 PM).
10. Travelling and driving to Kidepo National Park is on high risk. Roads to Kidepo Valley can be challenging, in particular during the rainy season ( April -May | July-Sept). If you plan to travel to Kidepo Valley, please contact UG-MOTOBIKE.
11. Murchison Falls is known for its accidents!! Almost all accidents happen at the main road from Masindi to Murchison Falls National Park, entering the park from the south. It is a challenging road due to the rocky surface with washboard ribbons. Drive at LIMITED

SPEED (25 km/h). Single accidents overs are NOT covered by the insurance. It is recommended to enter Murchison Falls National Park via the northern or western entrance instead, via Purongo or Tangi gate.

12. The Hirer is not allowed to cross any international borders without prior written approval from the Owner.
13. The Hirer is not allowed to get off the main roads inside the borders of the national parks, a penalty of \$150 can be given by the UWA rangers or police officers.
14. Hirers are advised to install the free App Maps.me on their Smartphone before travel and download the Uganda Maps, so they can drive on GPS. De-activate mobile services and you'll save battery on your phone.
15. Hirers are advised to install the free App ioverlander on their smartphone. This is an open source which shows the most of the campsites around the country. In case your safari has been interrupted by breakdown or accident and you need to find another campsite instantly, this app can help you out.

### **III. Maintenance**

16. All motorcycles are checked and serviced before being rented out and you will receive the motorcycle in safe and (off)roadworthy condition. The Hirer shall return the motorcycle in the same condition as it was provided at the start of the rental.
17. You are responsible for the motorcycle during the rental period and you will use the motorcycle in accordance with good driving practices and in compliance with all laws.
18. Your maintenance of the motorcycle includes checking of tire pressure, brake fluids and chain lubricants. We recommend to do so every time you are topping up fuel. The costs of the motorcycle maintenance during the rental period shall be covered by the Hirer. Failure to maintain appropriate fluid levels may result in engine damage, for which damage the Hirer shall be liable.
19. If any dashboard warning lights illuminate, the Hirer should contact a UG-MOTOBIKE representative.

### **IV. Mechanical breakdowns & repairs**

20. In case of a mechanical breakdown of the motorcycle which cannot be repaired within 24 hours and which is not the result of your negligence, fault or by that of an approved driver, a replacement motorcycle will be provided and paid for by the Owner on the shortest term possible. Kindly note that replacement motorcycles will have to come from Kampala.
21. In case the Vehicle needs to be repaired during the rental period, the Hirer ensures that:
  - a. UG-MOTOBIKE is contacted for authorization prior to any repairs to the motorcycle;
  - b. UG-MOTOBIKE is contracted with KIBO educated mechanics around Uganda;
  - c. a receipt is issued and given to UG-MOTOBIKE upon return of the motorcycle;

### **V. Accidents**

22. In case of an accident, whether it is your fault or those of the third party, the Hirer shall always immediately notify UG-MOTOBIKE and take pictures of the damaged motorcycle and the other vehicle(s) involved in the accident.

23. In case of an incident involving one or more vehicle(s), details of these vehicle(s) and their driver(s) should be identified and reported, such as the driver's ID, telephone number, number plate and insurance registration number.
24. After an accident, the Hirer should not leave the Vehicle unattended, as it is not uncommon for unattended vehicles to be vandalized.

## **VI. Damages, waiver and UG-MOTOBIKE Insurance**

25. Subject to this clause, the Hirer is liable:
  - a. for the loss of or any damage to the hired motorcycle during the rental period;
  - b. for all third party property damage of any person, which is caused or contributed to by the Hirer or an approved driver or which arises from the use of the motorcycle by the Hirer or an approved driver;
  - c. for all third party bodily injury, which is caused or contributed to by the Hirer or an approved driver or which arises from the use of the motorcycle by the Hirer or an approved driver;
26. In the event of an unintended collision between the motorcycle and any other object (including another vehicle) during the rental period that results in damage to the motorcycle or to the property of any third party, UG-MOTOBIKE waives your liability under clause 22, provided:
  - a. you have accepted our Terms & Conditions by having signed the online Rental Agreement and/or making the required payment for the costs of the rental period;
  - b. UG-MOTOBIKE agrees that you and/or the approved driver were not at fault;
  - c. you have complied with the terms of the Rental Agreement;
  - d. you pay for the excess amount not covered by the UG-MOTOBIKE Insurance ( see clause 27).
27. In the event that the motorcycle got stolen during the rental period, UG-MOTOBIKE waives your liability under clause 22, provided:
  - a. there are clear signs and proof of the theft
  - b. you have processed and cleared a police report
  - c. you have provided UG-MOTOBIKE with any details of the incident that UG-MOTOBIKE requests (including the ones mentioned in clause 20).
28. UG-MOTOBIKE will not waive your liability under clause 22 and the damages arising thereof will not be subject of coverage by the UG-MOTOBIKE Insurance, if any of the following events has occurred:
  - a. Driving in excess of speed limits. Maximum speed limit inside the National Parks is 25 km / hour!
  - b. Single motorcycle incidents or rollover.
  - c. Damage to the motorcycle is caused by careless, willful or reckless driving.
  - d. Damage to the motorcycle is caused by lack of proper care / maintenance of the motorcycle.
  - e. Driving under the influence of drugs or alcohol.
  - f. Driving on restricted roads / areas.
  - g. Water submersion or saltwater damage is caused
  - h. Wrong fuel use
29. The UG-MOTOBIKE Insurance follows and incorporates the terms and conditions of Sanlam General Insurance Uganda. This means that UG-MOTOBIKE will directly apply the rules and regulations of Sanlam General Insurance Uganda to any liability of the Hirer, including (but not limited to) the thresholds, exceptions etc. included therein. Excess

claims beyond the maximum coverage insured by Sanlam shall be the responsibility of the Hirer.

30. An excess fee applies of maximum USD 250, also known as the “deductible”, which is not covered and is the Hirer's own risk.
31. The following damages do not fall under the waiver subject to this paragraph and are not covered by the UG-MOTOBIKE Insurance:
  - a. personal bodily injury and/or belongings of the Hirer or the approved driver. The Hirer is advised to obtain travel and medical insurance;
  - b. the following repair and recover costs:
    - i. Tires: the motorcycle is rented out with good quality tires, but having a flat tire can happen during the road trip and repair is at the expense of the Hirer. In the event that any of the tires are damaged beyond repair, the Hirer must replace it with a tire of the same dimension, type and wear characteristics and the cost is for the account of the Hirer. Always call UG-MOTOBIKE for advice on which type of tires are suitable.
    - ii. Underbody coverage: damage to the underbody of the motorcycle is considered a result of careless driving.
    - iii. Shift handles and brake handles.

## VII. Liability

32. UG-MOTOBIKE shall, to the maximum extent permitted by law, not be liable for any loss, damage or injury of any nature of the Hirer or the approved driver.
33. UG-MOTOBIKE cannot accept liability or pay compensation for unforeseen circumstances beyond its control or its staff, including flight delays/cancellations or force majeure such as war or threat of war, riots, civil disturbances, terrorist acts, border closure, acts of government or other authorities, strikes, thefts, epidemics, road closures, industrial disputes, natural or nuclear disaster, extreme weather conditions, fire, technical and/or mechanical problems to transport and all similar events beyond UG-MOTOBIKE's control.

## VIII. Security bond

34. A security bond of \$350 is required through bank transfer, PayPal or cash. Upon return of the car, the vehicle will be inspected by our staff. When the vehicle and camping equipment are in acceptable condition, the security bond will be returned to the Hirer. In case of strong doubts which cannot be verified on-site, the vehicle is brought to our workshop, and the bond, if any, partially or in full, will be charged.

## IX. Booking and payment details

35. Payments for motorcycle rental only can be made with bank transfer or PayPal. If you prefer to pay in cash money please contact UG-MOTOBIKE. UG-MOTOBIKE accepts Ugandan Shillings, Euro's and US Dollars notes which are printed after 2003. For payments by bank transfer or PayPal, we send you a payment link.
36. Your Online motorcycle Rental Agreement serves as invoice. Once the invoice is cleared, your booking is confirmed and you receive a payment receipt.

## X. Cancelation policy



37. For guided-drives and self-drives:

- a. cancellation after confirmation, loss of deposit of 25%
- b. Between 14 days – 30 days before arrival: 50% of invoice amount minus the permits
- c. Less than 14 days before arrival: 100% of total payable