



# NOMAD QUEST SAFARIS

Kenya – Uganda - Tanzania

Phone: +254718 451 888 WhatsApp: +254724060910

Website: [www.nomadquest.africa](http://www.nomadquest.africa) Email: [info@nomadquest.africa](mailto:info@nomadquest.africa)

## CAR HIRE TERMS AND CONDITIONS FOR SELF DRIVES

### Rental Requirements

- The Hirer must be at least 25 years of age and possess a valid driver's and a valid passport.

### General use of the vehicle

1. The Vehicle may only be driven by the Hirer and authorised travel companions. If a driver and/ or guide is required, the Owner will arrange one. The Hirer may not provide their own driver/guide. Any losses or damages caused by an unauthorised driver are the Hirer's responsibility.
2. The Hirer shall return the Vehicle on the agreed date and time, as specified in your reservation overview. Returns must be made by 7 PM at the latest unless the Owner has specifically agreed otherwise.
3. The Hirer must carry a valid driver's license from their country of residence and/or an International Driver's License while driving.
4. The Hirer is responsible for paying any fines issued by the traffic police that arise from their driving behaviour.
5. The Vehicle is provided with an empty fuel tank and can be returned with an empty tank.
6. Only fuel from major stations such as Shell, Total and Rubis should be used. Never purchase bottled fuel from roadside vendors. Poor-quality fuel can damage the engine.

### Speed Limits

- 80 km/h on highways.
- 50 km/h when driving through towns. Note that the main highway also passes through towns, so be wary of speed limit signs and speed bumps.
- 25 - 40 km/h in national parks; depending on road conditions and the rules per park. Even 25 km/h can be too fast on narrow or eroded dirt roads.

Take note that traffic police in East Africa are very strict about speed limits. Our cars are equipped with car trackers, and for your safety, we receive instant notifications when our vehicles drive beyond the allowed speed.

### Restricted areas & recommendations

7. Driving in the dark (before 6:00 AM and after 7:00 PM) is prohibited. If you like to do a night game drive, you can join a guided safari in a vehicle provided by the lodge where you are staying.
8. The following areas are restricted:
  - a. North East— Travel is prohibited past the Galana River towards Garsen, Mandera, and all areas north to Wajir and Moyale. This region borders Somalia and is considered unstable.



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- b. Northern Kenya – Travel is prohibited in areas north of Samburu National Park. This includes all roads leading to Marsabit, the Chalbi Desert, Loiyangalani, Lake Turkana, and both North and South Horr down to Lodwar.
- c. Hirers are permitted to drive along the coast but cannot go further north than Malindi. To visit Lamu Island, you must catch a domestic flight.
- 9. Crossing international borders is not allowed unless with prior arrangement with the company.
- 10. Hirers are strongly advised to purchase a local SIM card with airtime and internet for easier communication.

## Vehicle maintenance

- 11. Vehicles are inspected and serviced before rental and the Hirer will receive the Vehicle in a safe and roadworthy condition. The Hirer must return the Vehicle in the same condition.
- 12. The Hirer is responsible for basic maintenance, including checking engine oil, coolant, and tyre pressure. If fluids are depleted, the Hirer covers the costs to replenish them.
- 13. If dashboard warning lights appear, consult the driver's manual. If in doubt, contact the Owner. The team in Kenya is available via WhatsApp or telephone 24/7.
- 14. We don't do field repairs or send a replacement vehicle when a problem occurs with the A/C or fridge. Wiring and piping are sensitive and suffer from bumpy roads and dust. Sadly, the knowledge and equipment (Frigo gas) to repair A/C or fridges are unavailable in the field. We understand it's unfortunate when your fridge stops working. In the rare case this happens, do let us know.

## Mechanical breakdowns & repairs

- 15. In case of a breakdown, always contact the office in Nairobi first. You can reach us 24/7, and our main goal is to get you on the road as fast as possible. Each problem is unique and requires a tailor-made solution. Usually, the best solution is to get the car repaired in the field. We will direct you to the nearest workshop or send a mechanic. Repairs should only be conducted with the Owners' approval. Mechanics in remote areas may attempt to overcharge; do not pay them. The Owner handles all payments.

- 16. If repairs take longer than 24 hours, a replacement car will be provided from Nairobi. Delays within the first 24 hours are at the Hirer's expense. Nomad Quest Safaris or the Owner cannot be liable for refunding car rental, park fees, activities, or hotels.

## Accidents

- 17. If you are involved in an accident, whether it is your fault or that of a third party, notify the Owner



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immediately and follow their instructions.

18. The Hirer should obtain a police report.

19. 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.

20. After an accident, the Hirer should not leave the Vehicle unattended.

21. Hirer shall not, without the prior consent of the Owner, give instructions on the repair of the vehicle or replacement of any parts thereof.

## Damage, waiver and insurance

22. During the rental period, the Hirer is liable for:

- a. Loss of or damage to the Vehicle
- b. Third-party property damage
- c. Third-party bodily injury

23. In the event of an unintended collision between the Vehicle and any other vehicle or object during the rental period that results in damage to the Vehicle or to the property of any third party, Nomad Quest Safaris waives your liability under clause 21, provided:

- a. You have complied with the Terms of the Rental Agreement
- b. The cause of the accident has been determined and supported by a police report

24. Theft liability is waived if:

- a. The car was parked at a secured, private compound, and there were signs of a break-in
- b. A police report is obtained
- c. You have provided the Owner with any details of the incident as requested.

25. Liability is not waived for:

- a. Speeding
- b. Single-vehicle incidents or rollovers
- c. Damage from negligence (e.g., ignoring overheating warnings)
- d. Driving under the influence of drugs or alcohol
- e. Driving in restricted areas
- f. Water submersion or salt water damage
- g. Using the wrong fuel

26. The following damages do not fall under the waiver subject to this paragraph and are not covered by the standard insurance:

- a. Tires. The vehicle is provided with quality tyres; however, a flat tyre may occur during your road trip. If this happens, the Hirer will be responsible for the cost of repairs. If a tyre is damaged beyond



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repair, the Hirer must replace it with a tyre that matches the same dimensions, type, and wear characteristics as the original. The Hirer will bear the cost of the replacement tyre. Always call the Owner for advice and approval on suitable tyre types.

- b. Undercarriage damage (considered the result of careless driving)
- c. Window damage

27. A \$1500 excess fee applies. This means that in the event of damage for which liability is waived, you're only responsible for the first \$1500; the rest is covered by the insurance.

28. Nomad Quest and the Owner are not liable for loss of personal belongings or injuries. The Hirer is advised to take out travel and medical insurance.

29. Nomad Quest and the Owner are not liable for events beyond their control, including flight delays, civil disturbances, road closures, extreme weather, epidemics, and similar force majeure events.

30. Nomad Quest aims to provide accurate and up-to-date information on its website and through email communication, but no claims or rights can be derived from this.

## Security bond

31. A credit card/cash hold is required for a deposit of \$1500 (standard insurance) or \$500 (CDW / Zero Excess). This is a temporary hold, which will be released after the car is returned in acceptable condition and inspected. Any losses or severe damage to the camping gear will be charged to the Hirer at replacement value.

## Payment & cancellation policy

32. After Nomad Quest receives the signed terms and conditions, you will be sent two invoices: (1) a non-refundable deposit of 10% to confirm the booking and (2) the final invoice with the remaining amount due 1 week before the departure date.

33. There are no refunds in case of a last-minute cancellation or rescheduling, which is 1 month before your departure date or less. If you want to be covered, take out travel or cancellation insurance.

34. The hirer can't shorten the rental days but may extend the estimated term of the rental by prior notification through email, text message or WhatsApp message.