

## **AGREEMENT FOR HIRING MOTOR VEHICLES**

This agreement is made and entered into at Colombo on this ..... day of ..... Two Thousand Twenty One (2021)

by and between

\_\_\_\_\_ a company duly incorporated in the Democratic Socialist Republic of Sri Lanka and having its registered office at \_\_\_\_\_ in the said Republic of Sri Lanka (hereinafter referred to as 'the Owner' which term of expression as herein used shall mean and include the said \_\_\_\_\_) of the one Part

and

SRI LANKA TEA BOARD a body corporate established under the Sri Lanka Tea Board Law No. 14 of 1975 as amended and having its head office at No.574, Galle Road, Colombo 03 in the Republic of Sri Lanka (hereinafter referred to as 'the Hirer') of the other Part

WHEREAS the Hirer is desirous of hiring from the Owner the motor vehicle/s belonging to the Owner and described in the First Schedule to this Agreement (hereinafter referred to as the "Vehicle/s") and the Owner has agreed with the Hirer to hire the vehicle/s to the Hirer subject to and upon certain terms and conditions which have been accepted by the Hirer and the parties hereto desire to embody all of same in a formal written agreement.

NOW THIS AGREEMENT THEREFORE WITNESSETH that in consideration of the parties hereto doing, observing and performing all of the respective terms, conditions, covenants, stipulations and obligations contained in this Agreement to be done, observed and performed respectively by either of them, the parties hereto hereby agree as follows: -

### **1. HIRE OF VEHICLE**

Subject to and upon the terms and conditions contained in this Agreement the Owner shall provide the vehicle/s to the Hirer on hire and the Hirer shall hire the vehicle/s during the entirety of the definite and ascertained period of Twenty Four (24) months commencing from the ....., 2021 and ending on the ....., 2023. (hereinafter referred to as "the period").

### **2. INSURANCE**

- (a) The Owner shall at its own cost keep the vehicle/s comprehensively insured throughout the period with an insurer chosen by the Owner at its absolute discretion. The hirer shall acquaint himself with the scope of the insurance cover taken by the owner and at his cost take such additional cover as he may require, either as additional coverage on this insurance policy taken by the owner or under a separate insurance.

- (b) The Owner shall keep the vehicle/s licensed throughout the period by having a valid revenue license in respect of the vehicle/s from the relevant authority.
- (c) It shall be the responsibility of the Hirer to ensure that all terms and conditions of the insurance referred to in clause 2(a) above are strictly complied with.

### **3. HIRE CHARGE**

- (a) The Hirer shall pay to the Owner on or before the Thirty First (31) day of each and every month commencing from the ....., 2021 within the period, a monthly hire charge of the sum of Rupees ..... (Rs. ....) + Tax in respect of each such month for a ..... Double Cab and a monthly hire charge of the sum of Rupees ..... (Rs. ....) + Tax in respect of each such month for a ..... motorcar irrespective of the number of kilometers operated monthly.
- (b) Any increase or change in Governmental taxes applicable to usage of hired motor vehicles from time to time will be passed on to the Hirer.

### **4. MAINTENANCE OF VEHICLE/S**

- (a) The Hirer shall ensure that the vehicle is maintained in good order and condition throughout the period.
- ~~(b)~~ The Owner, at his own cost shall attend the services, ~~repairs~~ and interior cleaning, emission test and vehicle licensing periodically.
- (c) All repairs necessary to the vehicle/s to be promptly attended by the Owner at his own cost.
- (d) Costs for all routine services, maintenance and repairs of the vehicle, morefully described in the Second Schedule hereto (hereinafter referred to as the "inclusions") shall be borne by the Owner.
- (e) The hirer should acquaint himself with the aforesaid inclusions, and the Owner shall not be responsible for any repairs or maintenance, which is more fully described in the Third Schedule hereto, (hereinafter referred to as the "exclusions") To the vehicle that may be attributed in part or full to negligence or the hirer or his users.
- (f) The owner shall bear the cost or expenses on repairs and other related fees. If the repairs/ maintenance work takes more than 24 hours, the owner shall provide a replacement vehicle/s. Such replacements should be exact make and model to the hired vehicle. In the event the owner fails to provide a vehicle with similar make or model, Rs. 10,000/- per day will be deducted from the monthly rental until replacement of a vehicle with similar make and model.

### **5. USE OF VEHICLEIS**

- (a) It shall be the responsibility or the Hirer to ensure that the vehicle/s is driven only by drivers and authorized officers who are duly qualified to do so and that the vehicle/s is

driven by such drivers, with due diligence and care, so as to avoid any harm or damage to the vehicle/s.

- (b) The Hirer shall not do any act or allow or suffer any omission which may directly or indirectly negate, nullify or render invalid the Insurance Policy over the vehicle/s obtained by the Owner in accordance with Clause 2(a) or this Agreement.
- (c) The Owner shall guarantee that the vehicles delivered on hire under this Agreement are in all respects road worthy, safe and in good order and condition. In the event, the Owner has failed to supply the vehicle in compliance with schedule I hereto, the Hirer shall withhold the payment due to the Owner for being non-compliance with schedule I.

## **6. LOSS OF VEHICLE/S**

- (a) In the event if there being any loss or damage to the vehicle or its accessories, integral parts and spare parts by burglary, housebreaking or then, the owner shall get them reimbursed by the insurer with the cost of replacing such items. The Owner shall indemnify the hirer on any such loss or damage.
- (b) The Hirer shall not be liable to indemnify the owner against any loss, injury or damage sustained by the owner and/or by any third-party consequent to the use of the vehicle/s during the period and/or consequent to any defect in the vehicle/s.

## **7. TERMINATION OF AGREEMENT**

- (a) The Hirer may terminate this Agreement after giving two months notice in writing or immediately in case of a major mechanical fault which recurs very often, provided however, that such mechanical failure
- (b) The Owner may however determine the Agreement to have been prematurely terminated prior to the expiry of the period whenever the Owner is of the opinion during that period that the Hirer has committed a breach of this agreement. In that event the Owner shall give two months notice thereof to the Hirer. The Hirer shall upon such premature termination of the Agreement deliver the vehicle/s as instructed by the Owner in good order and condition and pays all dues of the Owner.

## **8. ASSIGNABILITY OF THE AGREEMENT**

The Hirer may not assign this Agreement or any rights there under in any manner howsoever and shall not part with the custody and control of the vehicle/s howsoever during the validity of the Agreement. The Hirer shall upon the termination of the Agreement by effluxion of time or prematurely deliver the vehicle/s in good order and condition in accordance with the relevant provisions contained in this Agreement.

## **9. APPLICABLE LAW**

**This Agreement** and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka and subject to the exclusive jurisdiction of the courts located in Colombo.

10. General Condition

For all intents and purpose the Awarding Letter issued by the Hirer dated ..... form part of this agreement.

**First Schedule Above Referred To**

Reg. No	Make	Model	Colour	Chassis No	Engine No

**Second Schedule Above Referred To**

Parts and labour charges for the repair of the following:

Routine Services as per the vehicle manufacturer specified schedule including all servicing parts, eg: oils, oil filter, air filter, fuel filter, spark plugs, fan belts, radiator and heater hoses, engine coolant or anti-freeze etc.

Repairs due to fare ware and tare or component failure of:

- Shock absorbers or strut assemblies, ball joints and boots.
- Wheel bearings and seals
- Steering rack or box, idler arm, pitman arm, drag links, tie rod ends and sleeves, stub axle, wheel, tyre and wheel nuts, power steering.
- Exhaust manifold, engine pipe, catalytic convertor muffler and associated pipes and mountings.
- The vehicle electrical system including wiper motor, headlight and tail light globes, indicator globes, starter motor, alternator/regulator, electric window mechanism, power door lock systems, power aerial (motor only), computerized ignition systems and on - board engine management devices, E.F.I. Systems, electronic injectors and air conditioning units.
- Clutch, pressure plate, thrust race, spigot bearing, clutch fork, gearbox oil, gearbox

bearings, synchronizer cones and rings, oil seals, speedometer transducer, gearbox mountings, universal joints, tail shaft (or shafts), center bearing, input and output shafts.

- I wheel alignment with new tyre fitment.
- Wheel balancing when new tyres fitted.
- Brake pads, linings, shoes, wheel cylinders, disc calipers, seals and boots, hydraulic lines, master cylinder booster, discs, drums, handbrake cable, pulleys, machining of discs and drums, A. L. B. and A B S management systems and components.

Differential: Crown, pinion, sun gears, bearings, axles, seals, hub retainers, housing cover, axle bearings and seals pinion nuts, mounting flanges, bushings, control arms, leaf or coil springs, shock plates.

Engine "Long Assembly": repairs to pistons, piston rings. Gudgeoned pins, con rods and bolts, crank shaft, main and con rod bearings, cam shaft and cam shaft bearings, cam followers, push rods, cam belts/gears/chains and tensioners, cylinder head and valves, valves springs, rocker cover gasket, sump gasket, front & rear main oil leaks, harmonic balancer and pulleys, oil pump, fuel pump, (s), balance shaft (s)

Carburetor, assy., except where failure is due to poor quality of fuel, e.g. Dirty, water contaminated, etc.

Automatic transmissions assembly, torque convertor, gear selector, drive plate, bell housing.

Vehicle interior fittings, seat runners, seat steering column and switches, locks, barrels, panel trims, console, radio, cassette, phone, seat belts, carpet, sun visors, interior rear-view mirrors, dashboard, glove box assy. etc.

Tyres (4) or (5) where included: N.B. only the same size, type and style tyres may be used to replace original equipment tyres.

N.B. Although 4 or 5 tyres are included in a hire, we will only accept the costs of replacements for "worn out" tyres.

Any form of damaged tyres must be charged to the client.

### **Third Schedule Above Referred To**

Any repairs to the vehicle that may be attributed in part or full to negligence on the part of the custodian or his/her employer. Negligence may take the form of driver abuse; negligence may also include failure to comply with the manufacturer's specifications on daily weekly and monthly checks of the vehicle. Repairs as a result of the above shall be al

the hirer's cost.

Such other exclusions including replacement of any item due to damage by the Hirer or any other party, and including paint, panel, body repairs, other exclusions are:

- At the discretion of CF Fleet, any repairs not authorized prior to commencement by CF Fleet Managers. Should that repair be in excess of our normal cost difference will be charged to the client.
- Intermediate services that are not specified in the manufacturer's hand Book.
- Radio aerial masts and mountings or assemblies where applicable.
- Windscreens, door glasses, rear windscreens.
- Rear vision mirrors (exterior)
- Hub caps, dress rims and white walls
- Front or rear indicator and stop light lenses.
- Headlight glasses
- Headlight reflectors
- Driving /spot light glasses
- Driving /spot light Mountings
- Fuel
- Gearbox gears, cluster gear, reverse idler where any damage due to driver manipulation is evident. Any part or labour of the gear box repairs should the vehicle be in an overdue for service situation allowing the gearbox not to have the prescribed volume of lubricant.
- Any steering component which has evidence of bending or damage, however the bend or damage was caused.
- Any wheel alignment as a result of repairs as above.
- Any wheel that may have evidence of scrapes, brands or other damage, however small.
- Any tyre that may be damaged as a result of incorrect alignment, foreign matter penetration, under inflation, over inflation wall damage caused by buffing on kerbs or other means, damage to rubber compound by subjection to chemical or other matter.
- Matching of discs or drums, replacements of discs or drums, replacement of or repair to calipers as a direct result of the vehicle not being serviced in the due time or by the due kilometers.
- Any part of the vehicle's electrical system including radio and cassette systems where the vehicle has been "jump started". Jump starting of a CF vehicle or by a CF vehicle to another party's vehicle is prohibited as massive electrical surge can and will occur causing component failure in many areas. e.g. E.C.M.
- Any part of the engine "Long assembly" repairs should the vehicle be in an overdue for service situation or the engine oil level is incorrect- high or low or that the oil viscosity not be consistent with the manufacturer's specifications. Any damage to the engine and/or its accessories as a result of lack of coolant. Any damage to the engine and/or its accessories as a result of contamination of the engine lubricant. Such contamination may include products classed as "additives".

Examples of these "additives" are

"Wynns"	Oil
	Supplements
"STP"	" "
"Redex"	" "
"Nulon"	" "
"Agip"	" "
"Forte"	" "
"Fortron"	" "
"Slick 50"	" "
"Molybond"	" "

- Any coolant that does not conform to O.E.M. specifications as outlined in the manufacturers hand book.
- Any car accessory that was not ordered when the vehicles was originally purchased new.
- Carburetor, where failure is determined as poor-quality fuel e.g., dirt, water contamination, rust etc.
- Automatic transmission where failure is deemed as contamination of fluid due to damage of the radiator thus allowing engine coolant to enter the transmission, or where failure is suggested beyond reasonable doubt due to driver abuse from overloading of vehicle and/or towing excessive loads or abuse by the driver in the method of gear selection this resulting in fractured components. Any part if the automatic transmission repair should the transmission is in an overdue for services situation.
- Any catalytic converter where the cause of failure is deemed due to the fact of contamination of the catalyst by the use of leaded petroleum in a vehicle marked or designed to use unleaded petroleum only.

IN WITNESS WHERE OF the common seal of **Sri Lanka Tea Board** was affixed and the signatures of the authorized Signatories of ..... were placed hereinto and to one other of the same tenor at the respective places and dates here in after mentioned.

The common seal of **Sri Lanka Tea Board** was affixed hereinto on this ..... at Colombo in the presence of its Director General namely ..... and ..... who hereby attest the sealing thereof.

**Witnesses' names and signatures**

**1.**

2.

Signed by the two directors ..... and  
..... the authorized signatories of ..... at  
Colombo on this .....

**Witnesses' names and signatures**

1.

2.