

**This Vehicle Rental Agreement is made and executed at such place and date ("Effective Date") as mentioned in the Schedule of the Agreement.**

**BY AND BETWEEN**

**APJ CABS PRIVATE LIMITED** having its registered office at No 2/11, 51st Street, Ashok Nagar, Chennai – 600083 and represented by its designated person Mr. [-----] (hereinafter referred to as "APJ CABS PRIVATE LIMITED", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns) of the **FIRST PART**;

**AND**

The person residing at .....

(hereinafter referred to as "Hirer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/its respective legal heirs, representatives, administrators, permitted successors, and assigns) of the **OTHER PART**.

**APJ CABS PRIVATE LIMITED** and **HIRER** shall hereinafter be individually referred to as "**Party**" and collectively as "**Parties**"....

**WHEREAS**

- A. **APJ CABS PRIVATE LIMITED is engaged in the business of self-driven vehicles on rent through its Mobile Application/Website/Telephone/WhatsApp**
- B. **The Hirer, being desirous of renting a car from APJ CABS PRIVATE LIMITED, has approached APJ CABS PRIVATE LIMITED and APJ CABS PRIVATE LIMITED has agreed to provide the vehicle on rent to the Hirer in accordance with the terms and conditions set out herein.**

**DEFINITION:**

(1) "Applicable Law (s)" means any MVT Law and other statutes, law, regulation, ordinance, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of, the decision of, or determination by or any interpretation, policy or administration having the force of the law of any of the foregoing, by any government authority having jurisdiction over the matter in question, whether in effect as of the date of these Terms and Conditions or thereafter.

(2) "MVT Laws" means collectively, the Motor Vehicles Act, 1988 and the Rules made thereunder, or any other statutory modification, amendment or re-enactment thereof

(3) "Reservation Details" means the reservation details of the Hirer and details of the Vehicle hereunder written

(4) "Schedule of Charges" means the charges which may be levied by APJ CABS PRIVATE LIMITED upon the Hirer and more particularly described in the Schedule hereunder written

(5) "Vehicle" means a vehicle or vehicle rented by the Hirer pursuant to these Terms and Conditions.

(6) Rental fee – Shall mean the fee or charges payable by the Hirer to APJ CABS PRIVATE LIMITED for taking the vehicle on rent during the rental periods, more specifically set out in annexure 2 –Payment Schedule to this agreement.

#### **PROVIDING VEHICLES ON RENTAL:**

(1) Upon receipt of the booking request by APJ CABS PRIVATE LIMITED from the Hirer through its Mobile Application/Website/Telephone, APJ CABS PRIVATE LIMITED has provided the Vehicle/s for rental to the Hirer for his/her bonafide personal and/or official use as indicated in booking request on a day mentioned in the Reservation Details.

(2) Hirer, himself/herself, shall drive the vehicle and that he/she is not authorized to assign/sub-let/license the vehicle or its use to any other person whomsoever. If the vehicle is supposed to be driven by any other person, then the Hirer shall ensure that such driver holds a valid driving license and the Hirer shall provide details of any such additional driver.

(3) The Hirer is not permitted to take the vehicle outside India. The Hirer shall be solely responsible for payment of any and all toll or other road/parking charges/ interstate permit charges, as applicable, during usage of the vehicle during the Rental Period.

(4) The Vehicle shall be used strictly in accordance with the procedure prescribed by the manufacturer of the Vehicle in the Manufacturer's manual supplied along with the Vehicle and also strictly in accordance with Applicable Law

(5) The Hirer is not permitted to use/drive the vehicle:

- ❖ To carry a number of persons (excluding the driver) exceeding the permissible number as specified in MVT Law.
- ❖ To ferry passengers or any goods for consideration or reward, whether expressed or implied.
- ❖ To ferry pets or any type of animal.
- ❖ To carry any contraband, hazardous or inflammable material, firearms or prohibited articles under Indian laws.
- ❖ For any illegal or unlawful activity or purpose.
- ❖ In any motorsport event of any kind, including but not limited to racing, or rallying or to learn driving of vehicles or take or give driving lessons, speed testing or any other similar activities causing damage to the vehicle.
- ❖ To propel or tow any other vehicle or trailer.
- ❖ Beyond the speed limit of 80 Kms/per hour.
- ❖ Under the influence of alcohol or drugs or sufferance of any disease or disability, which may cause his/her driving ability or which is likely to cause a source of danger to the public and/or to the vehicle.
- ❖ For undertaking a road trip specifically for any reward/award or for creating any record or recognition of any nature whatsoever
- ❖ As per government rules and regulations, few cars may be speed limited to 80 km/hr for your safety.

(6) The Hirer shall be liable to pay the stipulated charges as mentioned in the Schedule of Charges if the Hirer or any other person authorized by him/her fails to observe the terms of usage of the vehicle as stated in para 5 as above.

**General Terms:**

(1) The Hirer intending to enter into this Agreement and rent the vehicle on a Self-drive basis should have attained 21 years of age and shall have a driving experience of a minimum of 1 year in addition to submission of a valid driving license, voter ID/Passport, Aadhar Card and credit card details to APJ CABS PRIVATE LIMITED. The Hirer takes the vehicle on rental at his own risk and the Hirer shall be solely liable for any accident, failure or loss or damage of any kind what so ever that may be caused to or occasioned by the Hirer in connection with or incidental to the provision of the Rent-A-Cab services on a self-drive basis. APJ CABS PRIVATE LIMITED shall not be liable for any loss, damage, costs, charges or expenses whatsoever that may be caused to or occasioned by the Hirer or any other person seated in the vehicle.

(2) The Hirer hereby agrees and acknowledges that APJ CABS PRIVATE LIMITED reserves the right to reject any booking request at any subsequent stage without assigning any reason to the Hirer.

(3) The Hirer shall not make any addition or alteration to the vehicle or carry out or replace any parts of the vehicle. The Hirer shall ensure that distinguishing marks carried or exhibited in or on the Vehicle are not removed and that he/she shall not tamper with or damage the odometer or any other accessories fitted in the Vehicle and in case the aforesaid is done, the Hirer shall be solely liable to replace the same at his / her own cost and consequences and also be liable for payment of charges as stipulated in the Schedule of Charges and any other charges incidental and ancillary thereto.

(4) The Hirer shall return the Vehicle in clean, good order and condition in which the Vehicle was provided by APJ CABS PRIVATE LIMITED prior to commencement of the Rental Period. In the event the Hirer returns the Vehicle with an unreasonable or unacceptable level of wear and tear, then in that case the Hirer shall, at the sole discretion of APJ CABS PRIVATE LIMITED, be liable to bear all costs and charges for refurbishing/repairing the Vehicle depending on the condition of the vehicle at the time of its return. Furthermore, any and all decisions made by APJ CABS PRIVATE LIMITED in this regard shall be final and binding on the Hirer. Moreover, if the vehicle is returned in an unclean or unhygienic condition and APJ CABS PRIVATE LIMITED incurs any cost in that regard, including but not limited to the refurbishing of the upholstery of the vehicle, the Hirer shall be liable to pay the charges as stipulated for the purpose in the Schedule of Charges and any other charges incidental and ancillary thereto

(5) The hirer who rented the car shall allow the official of APJ CABS PRIVATE LIMITED to inspect the vehicle when the same is delivered back to APJ CABS PRIVATE LIMITED.

(6) In the case of any offence under any traffic rules or violation of any law, statute or regulation by the Hirer, the Hirer shall alone be responsible and liable for the said offence or violation and shall be solely liable to pay the amount of any fine/penalty, likely to be imposed or levied by any government authority in that regard. If, however, the Hirer fails to pay the same, APJ CABS PRIVATE LIMITED shall pay that amount and the same will be adjusted against the Security Deposit or recovered from any other credit balance available in the account of the Hirer or may at a later date recover from the Hirer along with charges as stipulated in the Schedule of Charges

(7) The Hirer shall inspect the Vehicle for any of its luggage and/or items at the time of handing over the delivery of the Vehicle back to APJ CABS PRIVATE LIMITED. APJ CABS PRIVATE LIMITED shall not be responsible for any luggage and/or items left in the vehicle by the Hirer and/or the co-passengers.

(8) If a third party lays claim to or detains the vehicle or otherwise takes any action in respect of the vehicle, the Hirer shall take immediate action to ensure that the vehicle is released from such detention and/or such claim is fully satisfied by the Hirer in that regard. If the Hirer loses legal or physical control of the vehicle, the Hirer shall inform APJ CABS PRIVATE LIMITED within four hours and, if necessary, take appropriate measures to ensure recovering legal and physical control of the vehicle. APJ CABS PRIVATE LIMITED may take any and all actions in the interests of protecting its rights, not excluding action in the name of the Hirer. The costs incurred as a result of any action as stated herein are to be borne by the Hirer and payment for this cost shall be appropriated from the Security Deposit held by APJ CABS PRIVATE LIMITED and if the Security Deposit amount falls short of payments due, then the Hirer or credit card holder hereby authorizes unconditionally to charge the required amount to the credit card of the Hirer or credit cardholder.

(9) The Hirer hereby undertakes to abide by existing legislation pertaining to the use of vehicles when a border is crossed. If due to non-compliance with the foregoing, the authorities temporarily or permanently impound the vehicle, all the costs, charges and expenses, including fines, charges incurred/to be incurred to ensure that the vehicle is released at the earliest, shall be borne by the Hirer.

(10) The vehicle will be provided to the Hirer with a full tank or partially filled in. The Hirer shall verify and confirm the same at the time of taking possession of the vehicle before the commencement of the Rental Period. The Hirer shall return the vehicle with the tank full or as the received level of fuel. If the vehicle is returned with less fuel than required, then, the Hirer shall pay to APJ CABS PRIVATE LIMITED the cost of the litres of fuel required to completely fill the fuel tank. The decision of APJ CABS PRIVATE LIMITED in this regard shall be final in determining the number of litres required to completely fill the fuel tank. The charges for refuelling along with the service charge shall be deducted from the Security Deposit and /or any other credit balance or funds of the Hirer with APJ CABS PRIVATE LIMITED or any person.

(11) The Hirer shall take possession of the Vehicle from the pickup point specified in the Reservation Details and hereby consents to adhere to and comply with the instructions as issued by APJ CABS PRIVATE LIMITED ("Instructions/Guidelines") from time to time under this Agreement which includes (i) Taking a photograph of the Hirer along with Vehicle (ii) taking a photograph of the vehicle number plate.

(12) Upon completion of the Rental Period or the Extended Rental Period, as the case may be, the Hirer agrees to return the Vehicle to the agreed return location and on the date and time (unless extended with the consent of APJ CABS PRIVATE LIMITED) specified in the Reservation Details. If the Hirer desires to return the vehicle at a different location within the same city, then he/she shall be liable to pay the charges as stipulated in the Schedule of Charges. Under no circumstances shall the Hirer attempt to return the Vehicle in a city which is different than the city in which the Vehicle was delivered to him/her. If he/she does so, the Hirer shall be liable to pay charges as stipulated in the Schedule of Charges.

(13) The Vehicle shall be returned in the same condition in which the Vehicle was taken at the time of commencement of the Rental Period along with the following,

- With tyres, tools, accessories and equipment.
- The Manufacturer's Manual, warranties and other documents furnished by the Manufacturer in respect of the Vehicle.
- Copies of the registration certificate and the insurance policy (Car Documents).
- Keys (original) of the vehicle and accessories of the vehicle.
- With the seal of the odometer unbroken.

(14) If Hirer fails to hand over any one or all of the above at the time of returning of the vehicle, he/she will be liable to pay charges as stipulated in the Schedule of Charges and any incidental or ancillary thereto.

#### **(15) Cancellation Policy:**

The Hirer can cancel the booking by logging into his/her APJ CABS PRIVATE LIMITED account through the APJ CABS PRIVATE LIMITED website/mobile application. The Hirer may send in the details of the booking he/she is willing to cancel by email on selfdrive@apjcabs.com or call us on +91 9677111999

For daily rentals, i.e., rental period which is equal to or more than 24 hours: If the booking is cancelled more than or equal to 24 hours prior to the scheduled pick-up time, Rs. 500/- will be levied; If the booking is cancelled less than 24 hours prior to the scheduled pickup time, cancellation charges levied will be the first days' rental less discount proportioned across the entire rental duration.

For hourly rentals, i.e., rental period of less than 24 hours: If the booking is cancelled more than or equal to 24 hours prior to the scheduled pick-up time, a transaction processing fee of Rs.350/- will be levied; If the booking is cancelled less than 24 hours prior to the scheduled pick-up time, the entire rental amount will be forfeited.

GST @ 28% will be applicable on all of the above-mentioned cancellation charges.

In case the Hirer fails to pick up the car as per the scheduled rental start time without informing the APJ CABS PRIVATE LIMITED team about the same, the incident will be treated as a no show resulting in the forfeiture of the rental charges and the security deposit will be refunded.

The cancellation charges will be adjusted from the rental charges and security deposit paid by the Hirer and the remaining of the total paid amount post necessary adjustment shall be refunded within 7-10 working days of the booking cancellation.

#### **Payment Terms:**

(1) In consideration of **APJ CABS PRIVATE LIMITED** providing the Vehicle to the Hirer on Rental (self-drive basis), the Hirer hereby agrees to pay to the owner the entire rental fee along with Security Deposit as set out in the payment schedule in Annexure-II. The Hirer unconditionally and irrevocably authorizes APJ CABS PRIVATE LIMITED to debit his/her credit card, the details of which are specified in Reservation Details, for such an amount as may be decided by APJ CABS PRIVATE LIMITED, which is sufficient to cover Rental Charges and Security Deposit for the Rental Period for which the Vehicle has been taken on rental plus an additional amount equivalent to such percentage of the anticipated rental and other charges and expenses charged by APJ CABS PRIVATE LIMITED as may be prescribed by APJ CABS

PRIVATE LIMITED from time to time which the Hirer may be liable to pay to APJ CABS PRIVATE LIMITED under this Agreement.

(2) The Rental charges, Security Deposit additional kilometres charges in the case of 100 Kilometer's or 300 kilometre's package or and other charges as specified in the Schedule of Charges are excluding applicable taxes. The Hirer shall be liable to bear/pay all applicable taxes such as Goods and Services Tax, as the case may be, on charges and deposit

**(3) Mode of payment:**

Account Transfer, Digital payments, Debit/Credit cards. If the Rental Charges are paid by credit card, the credit card should be in the name of the Hirer only. In case the Hirer uses any other person's credit card to pay the Rental Charges, Security Deposit, damage & repair expenses or other costs whatsoever to APJ CABS PRIVATE LIMITED, it will be the Hirer's sole responsibility and APJ CABS PRIVATE LIMITED shall not be held responsible for any kind of claims by the credit cardholder. The Hirer or Credit Cardholder signature on this agreement or Reservation Details shall constitute authority for APJ CABS PRIVATE LIMITED to compute and debit the final charges payable by the Hirer against the Credit Card and that the Hirer or credit card holder shall not dispute or deny levy of pre-authenticated charges to the credit card of Hirer or credit card holder

**(4) Security Deposit:**

The Hirer shall be required to pay a Security Deposit for an amount as indicated in Reservation Details by way of pre-authorization from his or her credit card and the Hirer hereby authorizes APJ CABS PRIVATE LIMITED to do the same. In the case of any damage to the vehicle, the cost of repairing any such damage shall be deducted by APJ CABS PRIVATE LIMITED from the preauthorized amount subject to the terms of this Agreement.

**(5) Extension of the Rental Period:**

The terms of extension of the Rental Period shall be as under:

- ❖ If the Hirer desires to extend the Rental Period as specified in Reservation Details, the Hirer shall be required to inform APJ CABS PRIVATE LIMITED via designated email ID or telephone a minimum of 4 hours prior to the scheduled return time. Upon receipt of the request, APJ CABS PRIVATE LIMITED shall ascertain the possibility of extension and communicate to the Hirer within one hour of request. If APJ CABS PRIVATE LIMITED confirms the availability of the vehicle for the aforesaid extension, then the Hirer shall be required to pay contracted Rental Charges for the extension period.
- ❖ If, however, APJ CABS PRIVATE LIMITED has advised the Hirer of non-availability of the Vehicle sought for the extension, then the Hirer shall return the Vehicle at the originally scheduled return time. If the Hirer fails to return the vehicle at the scheduled return time, he/she will be liable to pay Rs.350 per hour over and above the applicable per day Rental Charges and the Hirer shall, without any demur or protest, pay the same immediately on demand by way of.

**(6) Return of Security Deposit:**

Upon surrender of the vehicle, APJ CABS PRIVATE LIMITED shall assist in refund of the Security Deposit held by way of release of blocked amount/refund to the Credit Card or by bank transfer or digital method of payment within 7-10 working days. The Hirer understands and agrees that the release of the amount blocked on his/her credit card as a Security

Deposit or the inadvertently charged amount on his/her credit card shall be released by the concerned bank. APJ CABS PRIVATE LIMITED shall not have any responsibility for the delay in this regard and the Hirer shall have no recourse against APJ CABS PRIVATE LIMITED in that regard.

#### **Ownership of Vehicle:**

The Hirer acknowledges that the Vehicle is and shall, at all time during the Rental Period, remain the property of APJ CABS PRIVATE LIMITED. Subject to the compliance with the obligations of the Hirer as specified herein, the Hirer shall have the right to use the Vehicle during the Rental Period.

#### **Insurance for Vehicles:**

(1) APJ CABS PRIVATE LIMITED shall cause the comprehensive insurance of the vehicle and will ensure that the vehicle is insured at all times during the Hirer Period.

(2) The Hirer shall not do or omit to do or be done or permit or suffer any act which might or could prejudicially vitiate or affect the insurance of the Vehicle. Upon the happening of any such event that causes any damage, accident or loss to the Vehicle and/or its accessories, including but not limited to an accident, theft, damage caused by a fire explosion, self-ignition or lightning, burglary, riot, earthquake, flood, hurricane, storm, tempest, cyclone, frost, malicious act and/or terrorist activity, the Hirer shall immediately notify to APJ CABS PRIVATE LIMITED by telephone of such damage or loss relating to the Vehicle and shall confirm this in writing, within 4 hours of the occurrence of such event causing loss and/or damage to the Vehicle.

(3) The Hirer undertakes to facilitate the settlement of all cases of damage by providing the relevant information and taking all the steps required for this purpose. Without prejudice to the aforesaid, APJ CABS PRIVATE LIMITED shall, at all times, retain the unequivocal right to initiate an investigation in the event of any loss occurrence.

(4) Without prejudice to the generality of the provisions contained above, in the event of an accident including injuries/damages of the third party or vehicle(s) OR theft of the vehicle(s) or any part and/or accessory thereof, the Hirer shall within 4 hours report the same at its own cost to the nearest police station and shall obtain from such police station a copy of the first information report (FIR) and ensure that the Vehicle registration no, chassis and engine number are specified in the FIR.

#### **Accidents (Partial or Total) & Theft of Vehicle:**

(1) Accident: In the case of an accident, in which the vehicle is involved, during the Rental Period, the Hirer shall furnish to APJ CABS PRIVATE LIMITED all details as required in connection with the accident and shall, if required, the Hirer should attend before the Court or any other authority to give evidence thereof

(2) Theft/Total Loss of Vehicle: In case of theft/total loss of the vehicle during the Rental Period, the Hirer shall be liable to bear damages as specified herein below:

- Damage cost up to INR 6,000/- is to be paid by Hirer. In case the damage is over INR 6,000, an insurance claim will be filed and depreciation amount & parts which are not covered under the insurance will be borne by the Hirer. In the event the Hirer is found violating APJ CABS PRIVATE LIMITED terms and conditions, the Hirer's maximum liability of INR 6,000 as stated above will not be applicable. In such an

event, the Hirer shall be liable to pay the actual damage cost. The assessment by **APJ CABS PRIVATE LIMITED** with regard to damage to the vehicle shall be final. The Security Deposit paid by the Hirer shall be adjusted against such loss and/or damage. If the security deposit is not enough, the Hirer is responsible for paying the excess amount incurred.

(3) The replacement vehicle shall be provided within the city limits only (subject to availability of similar segment in the city) and in all such cases where a vehicle develops mechanical error and restrains the Hirer from its use. In case, where the vehicle develops such an error outside the city limit, a replacement vehicle shall not be provided. For a replacement vehicle, an amount equivalent to the agreed rental will be charged. APJ CABS PRIVATE LIMITED decision related to the replacement vehicle shall be final.

(4) Notwithstanding anything contained herein, the Hirer shall be solely and fully responsible for the damages to the Vehicle which, in the opinion of APJ CABS PRIVATE LIMITED/Insurer or its agents, has been caused willfully and/or is the result of rash and negligent driving or any other negligent/malicious act or driving of Vehicle under the influence of alcohol or violations of the term of usage as specified above or prohibited as per insurance policy and hereby agree to indemnify and keep indemnified and saved harmless APJ CABS PRIVATE LIMITED from all and any losses, claims, damages, expenses and third party claims that APJ CABS PRIVATE LIMITED might be put to/ may suffer/ incur in this regard. In addition to the above, the Hirer shall be liable to pay other charges as stipulated in the Schedule of Charges.

#### **Representations and Warranties of Hirer :**

The Hirer represents and warrants that:

(1) He/she shall supply true, valid, authenticated and accurate information and documents such as identity proof and address proof on or before the commencement of the Rental Period.

(2) He/she shall not transfer, assign or otherwise dispose of or purport to transfer, assign or dispose of the Vehicle by way of mortgage, charge, sublease, sale or another assignment, hypothecation, ledge, rental, encumbrance, license or otherwise in any manner part with the possession of the Vehicle or any part thereof or allow or purport to do or allow or create any lien, charge, attachment or another claim of whatsoever nature on the Vehicle or any part thereof

(3) He/she shall not make any major additions/alterations to the vehicle which affects the marketability of the vehicle.

(4) He/she shall use and operate the Vehicle in the manner specified in the Manufacturer's Manual and also ensure that the Hirer has a valid driving license to ply the Vehicle and keep the same effect and in force at all times during the period of this Agreement and till the Vehicle is delivered back to APJ CABS PRIVATE LIMITED in good order and condition.

(5) He/she shall use the vehicle for the purpose as indicated in the booking request and specified in Reservation Details and shall not use it for any commercial or illegal activity or purpose which is prohibited by Indian laws.

(6) He/She shall not breach any of the terms and conditions of this Agreement either intentionally or unintentionally or endangered the Vehicle



**Events of Default by Hirer:**

An event of default shall occur hereunder if the Hirer:

- (1) Fails to perform or observe any of the covenants, conditions of the Agreement to be performed or observed by him/her hereunder; or
- (2) Is in breach of any representation or warranty as mentioned hereinabove or they are found to be or have subsequently become incorrect

**Remedies to APJ CABS PRIVATE LIMITED:**

In case an event of default occurs, APJ CABS PRIVATE LIMITED may without notice, repossess the Vehicle and for such purpose, may enter upon the premises where the Vehicle may have been parked and remove/repossess the same and the Hirer shall be responsible for and indemnify APJ CABS PRIVATE LIMITED against all actions, claims, costs and damages consequent upon or arising from such repossession and removal

**Indemnity:**

That Hirer shall indemnify and keep indemnified APJ CABS PRIVATE LIMITED, its directors, officers, from and against:

- (a) Any third-party loss and/or damage/claim caused by the Hirer during the Rental Period.
- (b) Any third-party property loss.
- (c) Any loss, theft and damage caused to the vehicle and/or APJ CABS PRIVATE LIMITED property during the Rental Period.
- (d) Any claim and/or action as a result of the violation of laws, rules and statutes.
- (e) Any loss and/or damages caused to APJ CABS PRIVATE LIMITED consequent to any misrepresentation and/or fraud and/or breach of the terms and conditions of this Agreement.

**Miscellaneous Terms:**

APJ CABS PRIVATE LIMITED reserves the right to use and share useful documents and user data on any third-party websites and government agency portals for the purpose of verification and authentication of the submitted documents.

Administrative and Legal Reasons: APJ CABS PRIVATE LIMITED cooperates with government and law enforcement officials and private parties and helps to enforce and comply with the law. Thus, APJ CABS PRIVATE LIMITED may access, use, preserve, transfer and disclose any information (including personal information) provided by the Hirer to any government or law enforcement officials or private parties as APJ CABS PRIVATE LIMITED may reasonably determine is necessary and appropriate:

- (i) to satisfy any applicable law, regulation, subpoenas, governmental requests or legal process;
- (ii) to protect the safety, rights, property or security of APJ CABS PRIVATE LIMITED, APJ CABS PRIVATE LIMITED services or any third party%

(iii) to protect the safety of the public for any reason;

(iv) to detect, prevent or otherwise address fraud. Such disclosures may be carried out without notice to the Hirer.

**Notice:**

All notices, demands or other communications required to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or facsimile transmission, or email addressed to the intended recipient thereof at its address or facsimile number, the email address is given below or to such address or facsimile number or email address as any party may from time to time notify to the other party:

**To:** APJ CABS PRIVATE LIMITED

Kind Attn: Mr. R.N.JAI SUBASH

Phone/Email: 044-43201199/selfdrive@apjcabs.com

Address: No 2/11, 51st Street, Ashok Nagar, Chennai – 600083.

**To: The Hirer:**

At the address mentioned in Reservation Details

**DISCLAIMER:**

APJ CABS PRIVATE LIMITED shall have the unilateral right to reject the booking or deny provision of a vehicle on rental and on the self-drive basis at its sole discretion and without assigning reason irrespective of the signing and/or execution of this Agreement by the Hirer or acceptance of terms of this Agreement through APJ CABS PRIVATE LIMITED Website / Mobile App, as the case may be and also payment of Security Deposit and other advance charges, if any, by the Hirer.

**Arbitration and Jurisdiction:**

In the case of any dispute or any difference between the parties arising out of or in relation to this Agreement, including dispute or difference as to the validity of this Agreement or interpretation or any of the provisions of this Agreement, the same shall be resolved by mutual discussion. If the parties fail to settle the dispute or difference mutually within 15 days after the dispute shall have arisen, the same shall be referred to a sole arbitrator, to be appointed by APJ CABS PRIVATE LIMITED and such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Each Party shall bear its own costs% All common costs shall be shared equally by both the parties. The venue of the arbitration shall be Chennai, India. The language of the arbitration shall be English. It is agreed by and between the parties that the Courts in Chennai shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way relating to this agreement.

**Governing Laws:**

- This agreement shall be governed by, construed and interpreted in accordance with the laws of India.

- (2) If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

## Annexure II – Schedule of Charges

R.NO.	NON-COMPLIANCE	CHARGES
1	Driving at a speed above the maximum speed of 80 km/hr. (as per Supreme Court ruling for Commercial vehicles)	1st Instance >= 80 km/hr.-INR 2500 + GOVT. fines (if any) plus expulsion from APJ CABS PRIVATE LIMITED if it happens again in the next booking  2nd Instance >= 80km/hr.-INR 2500 + GOVT. fines (if any) plus expulsion from APJ CABS PRIVATE LIMITED
2	Traffic violation	INR 1,000 in addition to the actual fine charged due to traffic violation will be charged to the user.
3	Car spare part changed	The user will be charged a penalty of INR 5000 over and above the cost of the spare part.
4	Tyre misuse	In case of any tyre damage resulting from driving in bad terrain and continued driving in case of tyre puncture, customers will be charged for the cost of the tyre on actuals
5	Performing any unauthorized activity such as carrying arms and ammunition, any intoxication, commercial activity	INR 5,000 will be charged as a penalty. The user will be held liable for any legal action arising out of these activities.
6	External branding	INR 5,000 will be charged as a penalty. Any expenses arising out of repair costs or such damages will be charged to the user along with the penalty.
7	Tampering with devices such as GPS etc.	INR 5000 plus the actual cost of the repair or the fitment will be charged to the user.
8	Failure to return the car at the scheduled location	You will be charged INR 1500, plus the full hourly rate and the late fees until the vehicle is returned to the correct location.
9	In-case the vehicle is dropped outside the city limits of the pick-up location.	Actual cost for transporting the car to the correct location plus INR 1500, plus the full hourly rate and the late fees until the vehicle is returned to

- the correct location.
- 10 Delay in returning of a car beyond the scheduled time  
A charge of INR 350 over and above the per-day rental charges (as per your car type) will be charged as delay charges.
  - 11 Extension of car usage beyond the scheduled time  
Inform via a call or email a minimum of 4 hrs. prior to returning time & subject to availability. In case of non-availability, a charge of INR 350 over and above the per-day rental charges (as per your car type) will be charged as extension charges.
  - 12 Loss of car accessories such as [Baby seat, Tablet etc.]  
INR 5000 or the actual cost of the accessory.
  - 13 Unclean Car or littering/dirtying the car  
Unclean cars will attract a cleaning charge of INR 750 for a minor cleaning & a charge of INR 1000 for a major cleaning as a penalty.
  - 14 Causing any damage to the car  
The user will be obligated to pay the repair cost up to INR 6000 or the standard insurance deductible payment (up to INR 6000). In the event the user is found to violate APJ CABS PRIVATE LIMITED terms and conditions, the maximum cap of INR 6000 will not be applicable.
  - 15 Failure to return car keys  
A fine of INR 2500 will be charged plus replacement costs incurred will be charged to the user.
  - 16 Failure to return the original car documents  
A fine of INR 10,000 will be charged along with the actual charges incurred for re-documentation.
  - 17 The User does not turn up to pick up the car/No Show  
One day's rental will be charged.
  - 18 Driving under the influence of alcohol or drugs or is suffering from any disease or disability, which may cause his / her driving ability or which is likely to cause a source of danger to the public and/or to the vehicle.  
A Complete Security Deposit will be forfeited over and above the expense of damage.
  - 19 Any intentional damage such as continuing to drive after an accident or under extreme conditions or rash driving etc.  
Complete Security Deposits will be forfeited over and above the expense of damage.

- 20 The user is not driving himself A Complete Security Deposit will be forfeited over and above the actual damage cost if incurred.
- 21 Cancellation For daily rentals, i.e., rental period which is equal to or more than 24 hours: If the booking is cancelled more than or equal to 24 hours prior to the scheduled pick-up time, Rs. 500/- will be levied; If the booking is cancelled less than 24 hours prior to the scheduled pickup time, cancellation charges levied will be the first days' rental less discount proportioned across the entire rental duration.
- 22 Fuel We offer the cars with a full tank and accept them back with a full tank. But in the case of fueling being done by APJ CABS PRIVATE LIMITED, a 10% refueling charge will be levied on the total refueling cost. The charges for refueling along with the service charge shall be deducted from the Security Deposit.
- 23 Carrying number of persons (excluding the driver) exceeding the permissible number as specified in the Motor Vehicle Act, 1988 and Rules framed thereunder (the Act) INR 5,000 will be charged as a penalty. The user will be held liable for any legal action arising out of these activities.
- 24 If ferrying passengers or any goods for consideration or reward, whether expressed or implied. INR 5,000 will be charged as a penalty. The user will be held liable for any legal action arising out of these activities.
- 25 Carrying pets or any type of animal A charge of INR 750 will be levied as a penalty.
- 26 Pick up & Drop facility for cars The pick-up or drop facility will be charged starting from INR 300 per trip within the city of pickup.
- 27 Extra Chauffeur charges in the case of S/D car is taken with a chauffeur INR 100 per hour with a minimum billing of 8 hrs.
- 28 Smoking INR 1000 + applicable damages to vehicle interiors

### **DAMAGE CHARGES :**

Please find the damage charges for the below category vehicles.

SR.NO.	VARIANT DETAILS
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A	Ford Figo					
B	Hyundai i20					
SR.NO.	PANEL NAME	A	B	C	D	E
1	Front Bumper	2000	2200	2500	3000	4500
2	Hood	2000	2200	2500	3000	5000
3	Fender	2000	2200	2500	3000	5000
4	Door	2000	2200	2500	3000	5000
SR.NO.	PANEL NAME	A	B	C	D	E
5	Quarter Panel	2000	2200	2500	3000	5000
6	Boot Lid	2000	2200	2500	3000	5000
7	Rear Bumper	2000	2200	2500	3000	5000
8	Roof	2000	3000	3000	3500	5000
9	Rear View Mirror	500	600	1000	1000	1500
10	Running Board	1500	1500	1500	1500	2000
11	A Pillar	1500	1500	1500	1500	2000
12	Wheel Caps	1500	1500	1500	1500	1500
13	Tail Lamp	2500	4500	5000	5000	11000

14	Fog Lamp	1800	2000	4000	4000	11000
15	Number Plate	600	600	600	600	1000
<b>SR.NO.</b>	<b>REMOVE AND FIT SCHEDULE</b>					
1	Rear View Mirror	150	200	250	300	400
2	Front Windshield	1000	1200	1500	1800	2000
3	Rear Windshield	1000	1200	1500	1800	2000