

# GENERAL TERMS FOR SELF DRIVE

- Calendar Day is referred to as any time between midnight to midnight (00:01 hrs to 23:59 hrs). Full days rates will be applicable irrespective of the time of day the car is taken on hire.
- 2. Extra Day: If car is returned more than 4 hours past midnight, extra day would be chargeable upto 4 hours.
- 3. GST@ 18 % will be as applicable.
- 4. Minimum Age 23 years. (Shall have a driving experience of a minimum of 1 year in addition to submission of a valid driving license, voter ID/Passport and credit card details to VICTORIA CAR RENTALS PVT. LTD. The Hirer takes the Vehicle on hire at his own risk and the Hirer shall be solely liable for any accident, failure or loss or damage of any kind whatsoever 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. VICTORIA CAR RENTALS PVT. LTD 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)
- 5. Additional Driver of renter authorized to drive the car Rs. 400 per rental (Age and License requirements must be met)
- 6. Renter must possess a valid driving license held for min. 1 year.
- Deposit Damages and Car Condition- Renter will satisfy himself / herself of the condition of car.
- 8. Registration papers, permits, Pollution certificate before start of rental and note down any existing damages on the rental agreement. Deposit will be taken cash or charged on credit card. In case deposit by credit card charge is reversed, bank charges of 3% would be deducted. In case of accident, internal or external damages, number of estimated days rental due to car in workshop and damages upto a maximum of deposit amount would be payable by renter. In case of negligent driving or driving under the influence of alcohol or



drugs or any contravention of Motor Vehicles Act, the renter shall be liable to pay damages in full Prepayment- Full Estimated rental charges; final amount is charged after rental.

- 9. All Interstate taxes, parking charges, toll tax etc. shall be borne by the renter.
- 10. Replacement- In case a car is taken for maintenance, a replacement will be provided for that particular period.
- 11. Delivery /Collection & amp; Fuel:. Car has to be picked up from our garage and returned to same garage it was hired from. Fuel not included in rates. Cars are delivered and returned with a full tank. If car is not returned with a full tank then cost of fuel and a 15% surcharge on cost of fuel will be charged.
- 12. Breakdown- In case of breakdown out of city limits, Renter will take written permission from service Provider Company by fax or email before carrying out any repairs.
- 13. Rest of the terms as mentioned in the Rental Agreement.
- 14. One way Rental- One way rental between cities can also be provided. Rates on request.
- 15. Collision Deposit Waiver (CDW) would be chargeable over the above the rental per day if the renter wants to limit his liability to the CDW amount mentioned above.
- 16. Chauffeur can be provided with the vehicle @ Rs. 1000 per chauffeur per day. Boarding and lodging of chauffeur will be provided by renter. Per Pick/Drop will be charged @ Rs. 500/- with in Delhi.
- 17. All cancellations to be made against the booking ID provided at the time of booking the car.

# For cancellation of Daily Rentals booked before Oct 03, 5:00 pm:

- 1. If booking is cancelled within 24 hours of pickup time, one-day rental plus one-day loss damage waiver charges (if applicable) will be deducted and 3 % processing fee will be charged on rest of the refund amount.
- 2. If booking is cancelled at least 24 hours prior to pick up time, no rental will be deducted, only Rs 200+ 3% processing fee will be charged on the refund amount.
- 3. If booking is cancelled at or after pick up time, it'll be treated as no-show and no refund will be provided.



Victoria Car Rentals Pvt. Ltd. shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Customer arising out of the use of car rental service offered by Victoria Car Rentals Pvt. or due to the failure of Car Rentals Pvt. to provide services to the Customer for any reason whatsoever including but not limited to the Customers non-compliance with the services; recorded voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or tele-communications system or other circumstances whether or not beyond the control of Car Rentals Pvt. or any person or any organization involved in the above mentioned systems.

Without prejudice to the above, Victoria Car Rentals Pvt. shall not be liable for any direct or indirect loss or damage which may be suffered by the Customer as a result of any failure on the part of Victoria Car Rentals Pvt. to provide a taxi to the Customer within any stipulated time even if Victoria Car Rentals Pvt. has agreed to provide the taxi, or even if the Customer has apprised Victoria Car Rentals Pvt. of the possibility of any such loss or damage which would result if the taxi is not provided at all or is not provided within the stipulated time to the Customer.

# **OVER SPEEDING**

Users are allowed to drive the Vehicle up to a maximum speed of 80 km/hr (74 miles/hr), beyond which the Vehicle will be considered as over speeding. A penalty of Rs. 200 will be charged on the first instance, followed by a further penalty of Rs. 500 and Rs. 1000 for 2nd instance and 3rd instance respectively making it a total of Rs. 1,700/- at third instance. After the third instance, Booking will stand cancelled and the Company shall get the right to take back the Vehicle and terminate this Agreement.

# W.E.F 12th May 2017:

- a) A penalty of Rs. 1000 shall be charged on the first instance.
- b) An additional penalty of Rs. 2,000 shall be charged on the second instance of speed violation. The total penalty for 2 instances shall be Rs 3000.
- c) An additional penalty of Rs. 2,500 shall be charged on the third instance of speed violation. The total penalty for 3 instances shall be Rs 4,250.



The fourth instance of speed violation shall be treated as violation of terms and conditions of the agreement and the rental agreement shall be treated as void. Any usage of the vehicle in such a case shall be treated as unauthorized usage and Victoria Car Rentals Pvt. Ltd. reserves the right to recover the vehicle.

# TRAFFIC VIOLATION

Customers are liable to pay for any traffic violation tickets received during their journey. Victoria Car Rentals Pvt. Ltd. can charge traffic violation from the customer's credit/debit card on actual if the violations tickets are sent directly to the company by the traffic department.

# CAR SPARE PART CHANGED

Customers should not change or remove any car spare parts. In case of emergency, the customer should inform Victoria Car Rentals pvt. Ltd and act as per advice. Customers will be charged a penalty of Rs. 5000 over and above the cost of spare part.

# TYRE MISUSE

In case of any tyre damages resulting from driving in bad terrain and continued driving in case of tyre puncture, customers will be charged for the cost of tyre on actuals.

# RUNNING VEHICLE IN DAMAGED CONDITIONS

Customers are not advised to drive the car if it gets damaged in an accident. Customers are advised to inform Victoria Car Rentals pvt. Ltd immediately. In such case, customers will be charged for the cost of spare parts on actual.

# UNAUTHORIZED ACTIVITY IN THE CAR

Customers are not allowed to carry arms, ammunitions and banned drugs. In addition, use of car for commercial activity such as product sell and promotion, and carry goods is strictly prohibited. In such cases, customers will be charged a penalty of Rs. 5000.

#### **EXTERNAL BRANDING**

Any form of external branding on the car is prohibited. Customers are not allowed to paste or paint any external brand promotion on the car. Customers will have to pay a penalty of Rs. 5000.



#### TAMPERING WITH DEVICES

Customers are not allowed to tamper with the odometer, GPS device and in-car technology devices. Customers will have to pay a penalty of Rs. 1000 and over in addition to the actual cost of the device.

#### DELIBERATELY DRIVING THE CAR IN WATER

Customers will be charged for the actual cost of repair and spare parts.

#### FAKE AND TAMPERED DOCUMENTS

Customers will be charged a penalty of Rs. 1000 if found guilty.

#### DIVERSION

Customers are not allowed to drive the car into unauthorized or government banned areas. Customers are advised to inform Car Rentals Pvt. Ltd. in case they change the course of their trip. All Victoria cars are geo-fenced and customers have to pay a penalty Rs. 25,000 if the car trespasses into banned areas, naxal hit areas, international border of republic of India and extreme end of laddakh.

# STOLEN OF VEHICLE & ACCIDENT

- 1. Accident: In case of any accident, in which the Vehicle is involved, during the Hire Period, the Hirer shall furnish to VICTORIA CAR RENTAL PVT. LTD all details in connection with the accident as VICTORIA CAR RENTAL PVT. LTD may require and shall, if required, 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 Hire Period, the Hirer shall be liable to bear damages as specified herein below:
  - a. Damage cost up to INR 25000/- is to be paid by Hirer. In case damage is over INR 25000, insurance claim will be filed and depreciation amount & parts which are not covered under insurance will be borne by the Hirer. In the event the Hirer found violating VICTORIA CAR RENTAL PVT. LTD terms and conditions, the Hirer's maximum



liability of INR 25000 as stated above will not be applicable. In such event, the Hirer shall be liable to pay actual damage cost. The assessment by VICTORIA CAR RENTAL PVT. LTD 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.

- 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 error outside the city limit, replacement vehicle shall not be provided. For replacement vehicle an amount equivalent to agreed rental will be charged. VICTORIA CAR RENTAL PVT. LTD decision related to 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 VICTORIA CAR RENTAL PVT. LTD /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 VICTORIA CAR RENTAL PVT. LTD from all and any losses, claims, damages, expenses and third party claims that VICTORIA CAR RENTAL PVT. LTD 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.
- 5. For more details contact us : call to +91-9971356664 or send us email on <a href="mailto:reservations@victoriatravelsindia.com">reservations@victoriatravelsindia.com</a> or visit our website <a href="mailto:www.victoriaselfdrive.com">www.victoriaselfdrive.com</a>