



**Vehicle Ownership:** The Hirer acknowledges that the Vehicle is and shall, at all time during the Hire Period, remain the property of Dharaa Mobility 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 Hire Period.

**Vehicle Insurance:** Dharaa Mobility Private Limited shall cause the comprehensive insurance of the Vehicle and will ensure that Vehicle is insured at all times during Hire Period. 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 Dharaa Mobility 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. 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, Dharaa Mobility Private Limited shall, at all times, retain the unequivocal right to initiate an investigation in the event of any loss occurrence. Without prejudice to the generality of the provisions contained above, in the event of 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.

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

(1) Accident: In case of any accident, in which the Vehicle is involved, during the Hire Period, the Hirer shall furnish to Dharaa Mobility Pvt.Ltd all details in connection with the accident as Dharaa Mobility 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:

- Damage cost up to INR 6,000/- is to be paid by Hirer. In case damage is over INR 6000, 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 Dharaa Mobility Pvt. Ltd terms and conditions, the Hirer's maximum liability of INR 6,000 as stated above will not be applicable. In such event, the Hirer shall be liable to pay actual damage cost. The assessment by Dharaa Mobility Pvt. Ltd with regard to damage to the Vehicle shall be final.

Schedule of Charges			
Sl. No.	Types of Situations	Daily	Hourly
1	Customer does not show up for upto 30 mins after the scheduled pick-up time	One day rental charged	Full booking amount charged
2	Towing and/or impounding by any authority due to user's fault	Actual charges plus 10% extra towards administrative charges in addition to actual travel charges	
3	Driving under the influence of alcohol and/or prohibited recreational drugs	Entire Security Deposit forfeited, plus any vehicle damage if sustained will also be payable	
4	Driving on medication which prohibits driving	Entire Security Deposit Charge forfeited, plus any vehicle damage if sustained will also be payable	
5	Driving despite being physically unfit due to any medical condition	Entire Security Deposit Charge forfeited, plus any vehicle damage if sustained will also be payable	
6	Any consequential damage occurring due to driving after an accident or damage	Entire Security Deposit in addition to the entire damage amount along with loss of opportunity cost	
7	Registered user NOT driving	Entire Security Deposit forfeited	
8	Cancellation	If cancelled more than 24 hours from the time of pick-up, then 20% of the entire reservation duration will be charged If cancelled less than 24 hours from the time of pick-up, then 50% of the entire reservation duration will be charged	If cancelled more than 24 hours prior to the time of pick-up, then 20% of the entire reservation period will be charged If cancelled less than 24 hours from the time of the pick-up then NO REFUND will be provided
9	Fuel shortage	We provide FULL TANK of fuel; in case the user returns less than full tank, then the user will be charged 10% in addition to the actual cost of fuel filled up	
10	Carrying more passengers than specified capacity	Full Security Deposit will be forfeited	
11	If ferrying passengers or goods for a consideration	Full Security Deposit will be forfeited	
12	Carrying pets and/other animals	Cleaning charge of Rs. 1,500/- is applicable, in addition to any charges towards any damages sustained to the interiors	
13	Pick-up & drop at user's doorstep	A charge of Rs. 300/- is applicable for one way	
14	Smoking	A penalty of Rs. 1,200/- plus taxes in addition to actual cost of repairs for any damages to the interiors	
15	Loss of accessories	Actual cost of accessory + 15% administration cost + taxes	
16	Returning the car dirty	Rs. 1,000/- plus taxes	
17	Tampering with GPS	Entire Security Deposit Charge forfeited, and any vehicle damage if sustained will also be payable	
18	Driving over speed limit of 120 kmph	Rs. 1,500/- for first violation Rs. 2,000/- for all subsequent violations	
19	Adding external branding to the car	Security Deposit will be forfeited, plus any damages to the car will be chargeable	
20	Loss of documents	Entire Security Deposit forfeited	
21	Loss of car key	Entire Security Deposit forfeited	

**Events of default by Hirer:** An event of default shall occur hereunder if the Hirer: (1) Fails to perform or observe any of the covenant, conditions of Agreement to be performed or observed by him/her hereunder; or (2) Is in breach of any representation or warranty as mentioned in hereinabove or they are found to be or have subsequently become incorrect

**Remedies to Dharaa Mobility Pvt.Ltd (Jiffycars):** In case of an event of default occurs, Dharaa Mobility Pvt.Ltd (Jiffycars) 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 Dharaa Mobility Pvt.Ltd (Jiffycars) against all actions, claims, costs and damages consequent upon or arising from such repossession and removal

**Other Terms: Administrative and Legal Reasons:** Dharaa Mobility Pvt.Ltd (Jiffycars) cooperates with government and law enforcement officials and private parties and helps to enforce and comply with the law. Thus, Dharaa Mobility Pvt.Ltd (Jiffycars) 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 Dharaa Mobility Pvt.Ltd (Jiffycars) 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 Dharaa Mobility Pvt.Ltd (Jiffycars), Dharaa Mobility Pvt.Ltd (Jiffycars) 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, email address 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: Dharaa Mobility Private Limited

Kind.Attn: Abhishek Parik

Address: 222, Nurturelabz, Indiranagar Double Road,, Domlur 2nd Stage, Indiranagar,, Bengaluru, Karnataka 560071 Email: care@jiffycars.com

To: The Hirer. At the address mentioned in Reservation Details

**Arbitration & 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 provision 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 sole arbitrator, to be appointed by Dharaa Mobility Private Limited (Jiffycars) 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 Bangalore, Karnataka. It is agreed by and between the parties that the Courts in Karnataka shall have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this agreement.

*I hereby confirm that I have taken delivery of Vehicle as per details mentioned in this Vehicle acceptance form. I do accept the "Terms & Conditions" mentioned above.*

Hirer's Signature :

Date:

Delivery Executive's Signature

Date: