



**TERMS AND CONDITIONS OF HIRE**

**SELF DRIVE**

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## Introduction

We are Ecos Mobility and Hospitality Private Limited (hereinafter referred as Eco Rent A Car) which is a private limited company registered in India having its registered office at Shop No. 9, Lodhi Road, New Dehi 110003 and Head office at 238, Second Floor, Okhla Industrial Estate Phase 3, New Delhi, Delhi 110020.

In accordance with these Terms and Conditions of Hire ('T&Cs'), we will have the following obligations:-

- I. To rent a Vehicle (a car which will be the same as or similar to the vehicle that you specify in your booking) plus any requested accessories on charge basis (other than general accessories which form part of the Vehicle, such as, for example, carrier, Child Seat ) to you (being the person named in the Rental Agreement (as defined below) and the person who signs it for the period of time that is specified in the Rental Agreement. The charges for the accessories will be specified at the time of booking.
- II. To provide certain ancillary services (carrier, baby seat, navigation device etc.) upon request with all of our rentals and to offer you other ancillary services or products which are available at an extra cost.

The relationship between you and Eco Rent A Car is governed by these T&Cs together with the following documents which, once you have signed the Rental Agreement, will form a legally binding contract between us and shall govern your use of the Vehicle during the Hire Period for the below:-

1. the booking confirmation email
2. the Rental Agreement including, if applicable, its specific conditions which is the document you sign at the time of check-out or the first day of rental;
3. the Tariff Guide to additional costs;
4. the Damage Charges; together with the Contract

In case of any conflict between any of the documents comprising the Contract then below T&Cs will take priority :-

1. If you are a company or other organization for which a credit account has been

opened the contractual documents forming the Contract between us must be read in conjunction with any corporate agreement that may exist between the parties. In the event of any inconsistencies, the provisions of the corporate agreement will prevail.

2. If any provisions contained in these T&Cs and/or any of the contractual documents listed above are found by any court or relevant authority to be unlawful, invalid or unenforceable, the remaining provisions shall not be affected and will remain in full force and effect.

## 1. To Whom Do the Rental Terms and Conditions (T&Cs) Apply ?

- 1.1. You & any other person (authorized by you) who is expressly named on the Rental Agreement to drive the Vehicle;
- 1.2. you because you are the person who is paying for the rental and any associated costs and you may also be a Driver;

## 2. Who can Rent & Drive?

2.1 Any person who:-

2.1.1 is legally capable of entering into a legally binding contract and is prepared to accept responsibility for the Vehicle throughout the Hire Period;

2.1.2 has the means to pay for the hire of the Vehicle and any associated costs that will be accepted by us through below payment method only (see table below); **and**

Payment method	
Credit Cards	Accepted always
Debit Cards	Accepted always
American Express	Accepted always

2.1.3 provides us valid identification documents as indicated in the table below so that we can verify their identity and approve them for rental.

### Documents required

IDP	Mandatory (For Non-Indian)
Passport	Mandatory
Driving Licence	Mandatory
For Indian Citizen, Aadhar card is mandatory at the time of receiving the car.Passport is Mandatory for International customer	Aadhar Mandatory (Only for Indian Customer)\ Passport Mandatory (Only for International customer)

2.1.4 Any person who is a above age of 21 and is having a driving license which is issued at least a year back.

**2.2 Documents submission during handover of the car**

2.2.1 You may be asked to submit/show either original passport or Aadhar card at the time of receiving the car. The documents will be kept for verification purpose and will be returned at the time of returning the car.

2.2.2 Customer may be asked to show his original Driving license and original IDP at the time of receiving the car.

**2.3 Who can Drive the Vehicle (The Driver)?**

The Driver of a Vehicle will be any person who is deemed by us to be authorized to drive the Vehicle because they comply with all of the following requirements:

- 2.3.1 they are expressly mentioned and fully identified on the Rental Agreement as either the You or other peson (authorized by you)
- 2.3.2 they have provided a valid identification document according to the requirements of section 2.2 above; and
- 2.3.3 they hold a full and valid driving license according to the requirement of section 2.1.4

**2.4 Who cannot Drive the Vehicle?**

- 2.4.1 Any person who is not expressly mentioned or identified on the Rental Agreement as a You (see section 2.3 above); and
- 2.4.2 Any person who cannot provide valid identification documents as indicated in sections

2.1.3 and 2.2 and 2.3 above.

2.4.3 If you allow an unauthorized person to drive the Vehicle then you are considered to be in breach of the Contract and you will be responsible for any consequences that may arise as a result thereof. This will include compensating us for any damage caused by you and/or the unauthorized person.

### **3. Where I Cannot Drive a Vehicle?**

- 3.1 You must not take our Vehicle (nor permit the Vehicle to be taken) in Hilly terrain area without obtaining our prior written consent.
- 3.2 Our Vehicles are not allowed to be driven in off road conditions (sandy, rocky terrain. Ladakh, Jammu and Kashmir, Sand dunes, Badrinath, Kedarnath etc.) in India. In case, they are taken to these areas without information, security amount shall be forfeited in full and 2 times of the base fare shall be charged from Renter
- 3.3 You are not allowed to take Self Drive car to other countries including Nepal, Bhutan etc. If the car is taken outside India without taking consent from Eco Rent A Car, then entire liability will be on You till the car is returned to the pickup location.
- 3.4 Where we give you our consent, you are responsible for ensuring the Vehicle is returned with all the types of equipment & in the same condition at which it was given.
- 3.5 In case, it is taken without the consent, then you will be responsible for an additional charge and you are considered to be in breach of the Contract and you will be responsible for any consequences that may arise as a result. This will include compensating us for any damage caused by you and/or the unauthorized Person.
- 3.6 Please be aware that you must comply with all road traffic regulations in the country/state where you drive the Vehicle and you must ensure that the Vehicle you are driving complies with the local legislation for each state that you may drive in or through. Cars are also not allowed to be used for Racing, Speed or any other tests or sports activities.

### **4. What Type of Vehicle can be rented and for what purpose ?**

You can rent either a passenger car and you must drive the Vehicle in accordance with its

intended use as follows:

- 4.1 passenger cars are intended for the carriage of varying numbers of people (depending on the manufacturer's recommendations)
- 4.2 Vehicle model availability will vary city to city

## **5. What are my Obligations towards the Vehicle ?**

When renting a Vehicle from Eco Rent A Car, both you and/or any authorised You (each of whom, for the purposes of this section, will be included in the term 'you') must comply with the following obligations:

- 5.1 Return the Vehicle and its keys, Accessories, and documentation to us:
  - 5.1.1 at the return station or at his pickup location identified in the Rental Agreement
  - 5.1.2 by the expiry time and on the date specified on the Rental Agreement. We may allow you a grace period of 1 Hour after the expiry time and date (please see sections 14.5 below)
  - 5.1.3 in the condition that we provided them to you at the start of the Hire Period, subject to any fair wear and tear.
- 5.2 Never drive the Vehicle outside the Territory (see section 3.1, 3.2 and 3.3 above) without our prior written consent. Moreover, if we do consent then, it is for you to ascertain that the Vehicle is returned in the same condition as it was given during pickup
- 5.3 Drive the Vehicle in accordance with all applicable road traffic laws and regulations and ensure that you are familiar with all relevant local laws and driving regulations.
- 5.4 Ensure that any luggage or goods transported in the Vehicle are secured to the extent they will not cause damage to the Vehicle or cause risk to any passengers or to any third party or to any third party property.
- 5.5 Treat the Vehicle with due care and respect and make sure that it is always locked and protected by its anti-theft devices when it is parked or left unattended.
- 5.6 Never drive the Vehicle whilst you are under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair your driving ability.

- 5.7 Not fit any roof or bike rack or any tow bar nor allow anyone else to do so. If these are already fitted you must not (nor allow anyone to) modify them. You must not fit winter tyres (nor allow anyone to do so) or make any other modifications to the Vehicle without our prior written consent. You will be responsible (even if we give consent) for any damage caused by the fitting of winter tyres or subsequent exchange to normal tyres or for any other modification.
- 5.8 Do not smoke in the Vehicle nor allow anybody else to do so. If we reasonably think that smoking has happened in the Vehicle you must pay our Special cleaning/valet charge which is described in section 12.
- 5.9 Refill the Vehicle with the correct type of fuel. If unsuitable fuel is added then you will be responsible for all reasonable expenses incurred by us in the repair of any damage that may be caused to the Vehicle which will be calculated in accordance with the rules described in section 15 below.
- 5.10 Make sure inspections in respect of the Vehicle condition: for example, oil and water and coolant levels, front and rear windscreen washer fluid and tyre pressures and take any preventive actions necessary to keep the Vehicle in good working order if you notice any kind of issue during the hire period or your trip
- 5.11 Do not use the Vehicle nor allow the Vehicle to be used for the below :-
- 5.11.1 for rehire; neither can you the mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Vehicle or any part of it or any of its Accessories;
- 5.11.2 to carry passengers for hire or reward;
- 5.11.3 to carry more passengers than is recommended by the Vehicle's manufacturer;
- 5.11.4 to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the Vehicle's manufacturer;
- 5.11.5 for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
- 5.11.6 to transport animals. We love pets, however, we do not allow you to

carry/transport any animals. In case you do, then you will be liable as per section 15 below;

5.11.7 to give driving lessons;

5.11.8 to push or tow another vehicle or trailer;

5.11.9 on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the Vehicle or for the Vehicle itself, such as beaches, forest paths, mountains, etc.;

5.11.10 to intentionally commit an offence

5.12 As indicated in section 5.1 above, return the Vehicle and its keys, Accessories and documentation to us by the expiry time and date specified in the Rental Agreement. We may allow you a grace period of 1 hour after the expiry time and date at our sole discretion and if you don't return the Vehicle within this period then we will charge you:

5.12.1 the daily charge for each day (or part day) that you keep the Vehicle beyond the expiry time and date specified in the Rental Agreement plus an unauthorized person Extension Charge (which is set out in the Tariff Guide); and

5.12.2 for damage caused to the Vehicle (if any) as set out in section 15 below up to the value of the damage excess amount that you agreed at the start of the Hire Period provided always that you have not done something or failed to do something which compromises or invalidates the insurance and protection provisions.

5.12.3 You must not allow any unauthorized Person to drive the vehicle which includes you deliberately allowing the unauthorized Person access to the vehicle or the access being acquired due to your negligence, negligence act or failure to act.

**If you fail to fulfill any or all of these obligations then, it may cause the insurance and protection provisions to be compromised and/or invalidated and you will be responsible for and shall pay to us all reasonable costs of any detrimental consequences, loss and/or damage that may arise as a result. In addition, we reserve the right to demand the immediate return of the Vehicle if the contracted and/or optional insurance coverage and complementary services are compromised and/or invalidated.**

## 6. What Services are Included If I rent a Vehicle only?

Basic hire charge includes the following services
Technical assistance to the Vehicle for breakdown recovery due to mechanical faults ( ceases when an error or abuse done by you)
The initial cleaning of the Vehicle
Limited / Unlimited Mileage (depending on the applicable rate or product)

## 7. What other Services are available that are not included in my Rental ?

We do offer the following additional services or products but the cost for each one (as shown in the Tariff Guide) will be charged in addition to the rental charge:

Additional services and products
Luggage Carrier
GPS Navigation System
Roadside Assistance Service*

**\*Roadside Assistance service - . In case of mechanical Breakdown out of the city limits, Renter will call and inform Eco Rent A Car support team. Incase, replacement is needed, the same will be provided to the Renter. In case, it is deemed that getting car repaired locally by the Renter is the best option, then Eco Rent A Car will authorize the renter over email, text or whatsapp to get the car repaired locally and reimburse repair charges to the Renter. Within city limits, Eco Rent A Car will dispatch mobile maintenance van or replacement car or both. Rest of the terms are mentioned in the Rental Agreement.**

## 8. What is included in the Price Plan I Pay?

The information you provide to us at the time of booking (such as the duration of the Hire Period or your age or any You or Any other person authorized by you ) will determine the price you pay. Any change to that information could therefore also mean that the price changes. The price of your rental will be those prices in force at the time of booking or at the time you make any changes to that booking.

The price you will pay comprises the following items:-

8.1 The daily rental charge for the Vehicle for the agreed number of calendar days (this will include the standard inclusive ancillary services (see section 6 above for details)) unless you or Any other person authorized by you(see section 1.3 above) as per the booking confirmation email.

8.2 Insurance for the hire period

8.2.1 You must comply with all of the terms and conditions of the Contract so that our third party liability insurance and/or collision damage waiver and/or other excess reduction products (whichever apply) are not compromised and/or invalidated. If you do not do so then we and/or any provider of those products (whichever applies) may decline to accept responsibility for any loss of, or damage to, the Vehicle arising during the Hire Period. If the cover is declined, you will be liable to pay the sums set out in section 15 below in full and your liability will not be capped at the Excess amount.

8.3 Subject to section 16 below you will have the benefit of around the clock breakdown service or the Vehicle for the duration of the Hire Period.

8.4 Any other services you choose to add at further cost (see section 7 above).

8.5 Goods and Service tax applicable

## **9. What are the other fees/Charges that I may have to Pay ?**

9.1 Security Amount

9.1.1 You have to pay the security amount at the time of making a booking through website /App/ Call Centre.

9.1.2 Security amount will vary model to model.

9.1.3 Security amount will be refunded only in case the vehicle is checked and found to be in the same condition given at the time of pickup

9.1.4 Security amount will be refunded in the same bank account through which you have made payment at the time of booking

## **10. Color of Car**

Eco rent a car doesn't guarantee for a color of the car which is shown on the website. Car model color on the website is for display purpose only.

## 11. Charges

We may charge you for various services that we will carry out as a result of incidents that may occur during the Hire Period and/or how you used the Vehicle. These Charges (exclusive of GST) are listed in the Tariff Guide that is included in the document attached to your confirmation email and/or which is provided to you when you pick up the Vehicle.

Such charges include, but are not limited to, the following:

### 11.1 Relating to Fines and Penalties

11.1.1 You are responsible for and will pay all charges arising from:-

- 11.1.1.1 any congestion or parking charges, Toll, Taxes/Interstate Taxes (or failure to pay them);
- 11.1.1.2 a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the Vehicle such as (but not limited to) lane infringement, tunnel, turning and bus lane charges including the costs from the Vehicle being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant organisation or issuing authority.

11.2 If we receive a penalty charge notice that is issued for the Vehicle during your Hire Period and which is capable of being paid then we may pay it so that we mitigate the cost of it. Where we, at our discretion and for whatever reason, choose to pay such charges with prior informing you, then you shall reimburse us the said charge plus our Third Party Administration charge (for each charge we pay or each time we deal with such correspondence).

If you do not pay then we will take the following actions:

- we will inform you by letter that we have paid the penalty and we will enclose an

- invoice for the cost of the penalty plus our Third Party Administration Charge;
- we will tell you that we intend to take the money for the cost of the penalty and the Third Party Administration Charge from you within 14 days of the date of our letter unless you write to us with a legitimate reason why the fine or penalty should not have been paid.
  - If you do contact us with a legitimate reason as to why the fine or penalty should not be paid then we will put this to the issuing authority. If the issuing authority refuses your appeal then we will confirm this to you and then take the money for the cost of the penalty and the Third Party Administration Charge from you. If the issuing authority allows the appeal and both rescinds the fine or penalty and confirms to us that the original charge did not apply in any event then we will not take any money from you.

## 12. Other Charges

Any additional charges that are linked to other events which take place during your rental. All such charges are set out in the Tariff Guide and include – but are not limited to - the following examples:

**12.1 charges for damage suffered by the Vehicle**

**12.2 Special cleaning/valet charge** if we have to return the Vehicle to the same condition it was in before the start of the Hire Period (including for smoking in the Vehicle)

**12.3 lost or stolen or damaged keys** whether or not you are at fault for the loss, theft or damage plus the Light Damage Administration Charge

**12.4 'Excess Mileage Charges'** for any additional miles you travel over and above the mileage allowance (if any) included in the rental charge

**12.5 'Unpaid Charges Admin Charge'** will apply if we have to recover charges associated with the rental that you have not paid. Reasonable legal fees, statutory court costs, and interest may also be payable in addition to the Unpaid Charges Admin Charge (as shown in the Tariff Guide)

### **13. Should I pay attention to what details when I pickup the vehicle ?**

13.1 When you pick up the Vehicle from us you will be asked to sign a section on the Rental Agreement that describes the Vehicle's condition at that particular time. Before you sign the Rental Agreement you should inspect the Vehicle and any Accessories for any pre-existing damage.

13.2 If you notice any apparent defect or damage that is not described on the Rental Agreement then you should ensure a note is made on the Rental Agreement and that we both sign the change to it.

13.3 Where it isn't possible to check pre-existing damage to the Vehicle and any Accessories at the time of pick-up you must notify any such damage to us within 6 hours of the start of the Hire Period. Notification of such damage should be made by calling to our call center or email.

13.4 If you don't notify us of any pre-existing defect or damage then we will assume that you have accepted the Vehicle and any Accessories in the condition set out on the Rental Agreement and we will charge you for any new damage that is discovered when the Vehicle and any Accessories are inspected by both parties when you return the Vehicle.

13.5 We advise taking picture and video of the car at the time of pickup which will help you overcome any ambiguity at the time of return. This can be just used for a reference.

### **14. What will happen When I return the vehicle?**

14.1 Please take care of below terms during return

14.1.1 You should return the Vehicle to the Hub on the date and at the time shown on the Rental Agreement. You may return at your convenient location if you have opted for the pickup at the time of booking

14.1.2 You are responsible for any fuel you use during the Hire Period. We will

charge you to refuel the Vehicle at our published rates on the date of the return (which are much higher than forecourt prices and includes a refueling charge) if you do not return the Vehicle to us at the same fuel level at which we have handed over to you.

- 14.1.3 Personal property -We are not responsible for any loss of, or damage to, any personal belongings placed in or on the Vehicle which will at all times be your responsibility. You must not leave any personal belongings in or on the Vehicle when you return it to us (you are responsible for checking and removing your personal belongings from the Vehicle). Any personal belongings left in or on the Vehicle & if found, which remain unclaimed 15 days after the end of the Hire Period will be disposed of.

#### 14.2 EARLY RETURN

If you return the Vehicle before the return date and time stated on the Rental agreement then the Hire Period will end when you return the Vehicle. We will not refund any unused prepaid daily rental or accessory charges to you.

#### 14.3 LATE RETURN

We allow you a grace period of 1 hour after the expiry time and date of the Hire Period shown on the Rental Agreement in which to return the Vehicle to us. If you fail to do so, and you have not extended the Hire Period in accordance with section 19.1.1 of this T&Cs and also if we do not hear from you for a period of 24 hours concerning the delay in its return. Then, we will regard the Vehicle as having been stolen and will report this to the police. We will take all lawful means to recover the Vehicle (which may include repossessing it or applying for a Court Order requiring you to return it and/or pay us an amount equal to the Vehicle's market value) plus the administration cost to recover the same. If we have to take such steps then:

- 14.3.1 you give us permission (and cannot withdraw it) to access your premises for the purposes of repossessing the Vehicle so long as we do not use unreasonable force or cause damage; and
- 14.3.2 you must pay the charges set out in the Tariff Guide plus our reasonable legal or professional costs (to the extent not covered by the Tariff Guide).

## 15.Charges for Loss or Damage to the Vehicle or Accessories

15.1 Customer needs to check the condition of the car, registration paper, permits, and pollution certificate before receiving the car and note down any discrimination on the checklist & agreement. Unless specified by the Customer in the checklist and agreed by the customer, it will be considered that car is delivered in a good condition.

15.2 In case of Accident, Internal or External damage to the car during the return, calculation will be made on the number of estimated days rented due to the car is in workshop or damages up to maximum liability of the damage cost estimated by the authorized workshop (after deduction of claim approve by Insurance company), whichever is higher capped to INR 30000

15.3 In case of below situations, Customer will be liable to pay the damage charges in full

15.3.1 When Customer is found to be under the influence of alcohol/narcotics while driving.

15.3.2 When the Customer is over-speeding.

15.3.3 When the Customer is in violation of traffic rules or the motor vehicle Act (for example, if the Customer has not paid the interstate tax while crossing the state border).

15.3.4 When the number of people in the car at the time of incident exceeds the standard seating capacity of the car.

15.3.5 When the workshop and/or insurance company deems the damage to be consequential in nature (this will be stated in the accident report). Consequential damages occur when the Customer continues to drive the vehicle even when it is performing abnormally.

15.3.6 When there is misrepresentation of information in the driving license and ID proof details shared by the customer

15.3.7 Total Loss

15.3.7.1 Where we evaluate any damage caused to the vehicle as being sufficiently serious that its repair would not be possible, or our Engineer determines it would be uneconomic or impractical to repair, we refer to this as 'Total Loss'. In the event of a Total Loss, you will pay below to Eco Rent A Car :-

15.3.7.1.1 A Loss of Use Charge which is a charge to take account of our loss of revenue on the Vehicle which is a Total Loss. We calculate the Loss of Use Charge on the basis of the daily rental rate set out in the Rental Agreement, adjusted to reflect the

estimated percentage utilization of our fleet, which is calculated quarterly. The charge is payable in respect of each day, or part day, after the end of the Hire Period up to the point that the Vehicle is sold for salvage;

15.3.7.1.2 Engineer's Charge and

15.3.7.1.3 a Damage Administration Charge

#### 15.4 Damage to Third Parties

15.4.1 Unless, during the Hire Period, your Vehicle is covered by one of our Protection packages (which automatically includes third party liability insurance) you will be responsible for the cost of any damage you cause to another party, their property, the vehicle they are in and any and all uninsured losses that are otherwise incurred during the Hire Period.

15.5 Seizure of the vehicle, after check out of the vehicle, the vehicle and/or its keys, Accessories, or documentation is seized by any Government, authority or organization whether in or outside the state/country, you may pay :

15.5.1 For any damage suffered by the vehicle and/or its keys, Accessories, or documentation

15.5.2 the cost of any restoration or repatriation charges or release from court/superdari(intern disposal) we incur together with any penalties or fines arising as a direct result of the Vehicle's seizure

15.5.3 a Loss of Use Charge to compensate us while we cannot rent the Vehicle out to another customer (which will be calculated on the basis of the daily rental rate set out in the Rental Agreement for each day (or part of a day) in excess of the Hire Period and until the Vehicle is checked in by us as returned) unless these damages or costs or Loss of Use Charges are due to our fault or negligence or our breach of this Contract.

15.5.4 the cost of any restoration or repatriation charges or release from court/superdari(intern disposal) we incur together with any penalties or fines arising as a direct result of the Vehicle's seizure;

## **16. In case of Breakdown**

16.1 If a warning light appears on the dashboard or the Vehicle develops any fault during the Hire Period you or any other You must call the call center

16.2 If the Vehicle breaks down or is involved in an accident/incident in any city during the Hire Period we will, as soon as possible, recover and repair the Vehicle so that it is rendered functional.

16.3 If the Vehicle cannot be repaired we will (where possible) provide you with an alternative car (if possible). The alternative car will be arranged based on the distance from the city to breakdown location and availability of the car.

16.4 If we cannot repair the Vehicle or provide you with an alternative vehicle we will provide you with a refund for any part of the Rental Period that you have paid received the benefit of (When breakdown happen to any mechanical failure due to our negligence and not due to driving)

16.5 If, and only if, the breakdown or accident or incident is due to our negligence or wilful default then we will not charge you for the recovery and/or repair (if any).

16.6 Should we consider that the breakdown is caused by the negligence or deliberate misuse or if loss of or damage to the Vehicle arises as a result of a breach of the Contract by you and/or any Any other person authorized by you or additional You and/or any unauthorised you then you will be liable to pay the sums set out in section 15 above and your liability will not be capped at the Excess amount.

16.7 In case of mechanical Breakdown out of the city limits, Customer will call and inform call center support team. In case, replacement is needed, the same will be provided to You. In case, it is deemed that getting the car repaired locally by the You is the best option, then Eco Rent a Car will authorize you over email, text or WhatsApp to get the car repaired locally and reimburse repair charges to You. Within city limits, Eco rent a car will dispatch a mobile maintenance van or replacement car or both. Rest of the terms are mentioned in the Rental Agreement.

## **17.In case of an Accident or Incident**

17.1 If there is an accident/incident you or any authorized you or Any other person authorized by you must tell us immediately on **the call center** or email. If you don't do so, or you continue to use the Vehicle, then you are

responsible for any loss and/or damage caused to the Vehicle or a third party resulting from the use of the Vehicle, as well as all applicable charges set out in the Tariff Guide.

17.2 Should we consider that the accident or incident is caused by the negligence, deliberate misuse or a breach of the Contract by you and/or any Any other person authorized by you or and/or any unauthorized person and/or our collision damage waiver does not apply or is invalidated as a result of an act or omission, then we reserve the right to charge the cost of recovery in full to you and you will be liable to pay the sums set out in section 12 above.

17.3 If you or any other you have an accident/incident you or that other you must:

17.3.1 Pay the relevant charges as required in T&C

17.3.2 Admit or accept responsibility

17.3.3 Obtain and notify us of the name and addresses of all involved, including witness

17.4 Make the Vehicle secure and tell the police straight away if anyone is injured or the road is blocked or if any property has been damaged;

17.4.1 Complete and return the accident report form that we will supply if required

17.4.2 You will use your best endeavors to supply us with full details of any third party(ies) and third party vehicle(s) involved in any accident/incident with the Vehicle. Failure to do so may invalidate the Protection package and/or any excess reduction products (if it is applicable to your rental)

17.4.3 You will, at our request, do all that is reasonably and lawfully required by us or any provider of any other product that you opt to take and allow your name and the name of any You or Any other person authorized by you to be used by us (or any provider of the

product) for enforcing any rights or remedies against any persons in connection with the Vehicle.

17.4.4 We will not (either on our own behalf or on behalf of any insurers) waive any rights under the Contract or any applicable insurance policy unless we do so in writing (which must be signed by us or the insurer as applicable).

## **18. When Shall I receive my Invoice and Pay for the Rental ?**

You will receive the invoice for your booking once you return the vehicle. Security amount (If security deposit has not been exhausted towards charges payable to us) paid at the time of booking will be initiated and refunded in your same source account through which you have made a payment at the time of booking.

## **19. What if I want to Cancel or Modify my bookings?**

### **19.1 Modification**

#### **19.1.1 Extension of Booking:-**

19.1.1.1 You can extend your booking before 3 hours of end time (subject to availability of the car).

19.1.1.2 If You didn't inform Eco Rent a Car before 3 hours of your booking end time, then you will be charged twice the normal base fare for the total hour extended. Charges will be applicable as per the plan opted by the you at the time of booking.

19.1.1.3 In case you inform before 3 hours of your end time, then booking will be extended on below conditions:-

- a. If the car is available, then the normal base fare will be applicable.

- b. If the car is not available, then you will not be able to extend your booking, even if you choose to return the car late, then twice the Normal charge will be applicable for the total extended hour.

## **19. 2 Cancellation and No Show**

19.3.1 If Cancellation is done before 48 hours from the booking start time, no cancellation charges

19.3.2 If Cancellation is done within 48 hours from the booking start time, then 50% of the base fare or 1-day Rental (whichever is higher) will be charged as cancellation fees.

19.3.3 If Booking is cancelled due to the violation of policy, then cancellation will be applicable as per 19.3.1 and 19.3.2

19.3.4 If Booking is cancelled during the hiring period due to the violation of the applicable laws, you shall be responsible for all the losses and you will not be liable for any refund

19.3.4 In case of No Show, no refund will be made.

## **20. What is the Fuel Policy ?**

20.1 We give sufficient fuel at the time of pickup of the car and expect the same from you at the time of return.

20.2 In case you return extra fuel, then no refund will be made to customer.

20.3 In case the tank is not returned with the same fuel at the time of return, then Renter will be charged for short fuel on the day the car is returned

## **21. Can I upgrade my Car Model ?**

21.1 In case of car model up gradation, you need to pay the difference amount for the upgraded model. This can be done till 3 hours before from the start time of the booking (with a subject to availability of the car).

21.2 Car model cannot be downgraded once the booking is confirmed.

21.3 In case the selected car model is unavailable, Eco Rent A Car will try its best to provide an equivalent car model or upgrade the car with no additional charge to the customer. Customer, in this case has the right to accept or reject the new allotted car.

a. In case customer does not want the upgraded car, customer has the right to cancel his/her reservation. In such cases, 0% cancellation charge will be applicable.

b. Note: Mileage per litre of fuel is dependent on car model. Cases where the car is upgraded, Eco Rent A Car will not be liable to reimburse the difference in the mileage per litre amount, if any to the guest.

In case the selected car model is unavailable and a lower segment car is allotted to the customer. The difference in the final base amount will be reimbursed to the customer by Eco Rent A Car.

## **22. Delivery/Collection charges**

Free Car Delivery and Collection at all locations within city limits. Vehicle must be returned at the same location within city limit from where it was delivered to the renter.

## **23. Are there any overspeeding charges ?**

23.1 Speed limit differs for all the city roads/highways in India & you must comply with prescribed speed limit. In case there is no speed limit prescribed on any highway, You cannot drive for more than 120 Km/hr. In case the speed limit is crossed, it will be treated as over speeding and below penalty will be charged.

23.1.1 1st Instance > 120km/hr or Highway speed limit. - INR 2500 + Indian Government penalty (if any) plus expulsion from Eco Rent a Car permitted customer list if it happens again in the next booking.

23.1.2 2nd Instance > 120km/hr or Highway speed limit - INR 2500 + Indian government penalty (if any) plus expulsion from Eco Rent a Car permitted customer list.

23.1.3 3<sup>rd</sup> Instance > 120 km/hr or Highway speed limit. - INR 2500 + Indian government penalty (if any) plus expulsion from Eco Rent a Car permitted customer list.

## 25. Other terms for Rental

25.1 **Documents required-** Copy of Valid driving license and a copy of any two valid Id proof (Aadhar, Passport, or Pan card).

25.2 **Exclusions-**All Interstate taxes, fuel cost, parking charges, toll taxes, etc. shall be paid by you during the trip.

25.3 **Additional Co-driver-** In case an additional co-driver is required who is authorized to drive the car during his journey. You need to inform the same at the time of the booking and all his documents need to be submitted.

**Eco Rent a car reserves all the rights to deny a vehicle to a person unfit to drive or ineligible to meet the requirements as per its policy. Eco Rent a Car reserves the right to change the terms and conditions or this policy at any point of time & latest can be accessed & checked at [[www.ecorentacar.com/policy](http://www.ecorentacar.com/policy)]. You accept that in certain circumstances, it will not be possible to provide You with a Vehicle or to provide You with the Services you have reserved. In such circumstances or if we are in breach of this policy or any contract signed between us or for any reason whatsoever, You agrees that Eco Rent a Car's maximum liability for any losses (including any loss of profits, loss of business, business interruption, or loss of business opportunity) in contract or tort will be limited to the value of the base Vehicle hire charges/fees or security deposit (whichever is low), You have reserved during the booking confirmation process.**

**Feel free to get in touch with our Support team on [selfdrive@ecorentacar.com](mailto:selfdrive@ecorentacar.com) for any query/clarifications**