

Booking ID No. ....

*formula 2 ride*

# AGREEMENT

This AGREEMENT is made and executed at \_\_\_\_\_ on \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between Formula Corporate Solutions India Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its Registered Office at 27 Community Centre, East of Kailash, New Delhi – 110065 through its authorized signatory (hereinafter called "Formula2Ride") through its authorized signatory (hereinafter called "Formula2Ride") of the first part And Mr./Ms. \_\_\_\_\_, S/o/D/o/W/o \_\_\_\_\_, R/o \_\_\_\_\_ as validated in the application while booking the VEHICLE and which expression shall also deem to mean and include any additional driver(s) (hereinafter called the Hirer).

The terms and conditions and policies of Formula2Ride shall form part and parcel of and govern this Agreement to the exclusion of all or any other terms and conditions. The terms and conditions and policies of Formula2Ride are not being repeated herein for the sake of brevity.

Words and expressions defined herein shall where applicable have the same meanings when used herein. In addition to the term "vehicle" when used herein shall (if applicable) be deemed to include all tyres, tools, accessories, parts and equipments etc. of the vehicle.

The Hirer shall also be bound by the policies and the terms and conditions of the Formula2Ride in addition to the present agreement and the same shall form part of the present agreement and are not being repeated herein for the sake of brevity. In case of any conflict between the policy and the present agreement, the decision of Formula2Ride shall be final and binding upon the Hirer. Policies of Formula2Ride are set out in brief in the table below, however, the same is merely illustrative and not exhaustive and shall be read in conjunction with other policies and terms and conditions of Formula2Ride.

CANCELLATION	
Cancellation after pickup time	No Refund
Cancellation within 24hrs	50% of base fare will be charged
Cancellation before 24hrs	20% of base fare will be charged
OVERSPEEDING	
Customers are required to adhere to local speed limit of every city/state.	
First Instance	Warning will be issued.
Second Instance	INR 5000/-
Third Instance	Expulsion from membership
CONSEQUENTIAL DAMAGE	
Running vehicle in damaged conditions	Complete security amount in addition to actual cost of repair of the vehicle.
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	
Deliberately driving the car in water	
Driving the car under the influence of alcohol/narcotics	
Continue to drive after accident without settling with effected party and local police authorities if involved. Taking the consent from Formula2Ride is also compulsory.	
Accident due to driving beyond the speed limit as set by the government.	
Car being driven by unauthorized person	
MODIFICATION	
Late Return	30 minutes threshold time will be provided post which Standard tariff with a penalty of INR 200 per Hour will be levied.
Rescheduling the duration 24 hours prior to the schedule Pick up time	If new Fare is more than previous fare- No charge. If New fare is less than previous fare, 10% of previous fare to be charged.
Rescheduling the duration within 24 hours of the schedule Pick up time	If new Fare is more than previous fare- No charge. If New fare is less than previous fare, 10% of previous fare to be charged.
Extension post start	All the extensions must be informed minimum 3 hours prior to the completion of the rental. In case if customer fails to intimate the Formula2Ride about the extension within the prescribed timeline, it will be treated as uninformed extension. In case of an INFORMED EXTENSION, standard tariff will be applicable. In case of an UNINFORMED EXTENSION, Standard tariff along with a penalty of INR 200 will be applicable and the Hirer shall have to pay the amount for such extended period simultaneously while making request for extension. Such extension shall be granted only and only when the amount for the extended period is paid by the Hirer to Formula2Ride.
Upgrade/Downgrade of Car Models	Differential amount to be charged in case of an upgrade subject to availability of car. Downgrade is not allowed.
Shortening of rental duration post start	No refund will be made for unused duration of the rental.
Returning the vehicle to the wrong location	Within the city- INR 1500/-. Outside the city- INR 2000 + Fuel+ Toll and Tax on actuals
Change of Pick-Up/Drop Off location 24 hours prior to the pick up time	No Charge
Change of Pick-Up location within 24 hours of the pick up time	In case of Home Delivery- No charge. In case of a site p/up- INR 1000/-
Delay in taking the car delivery from delivery executive	In case of delay of more than 2 Hours, booking will be termed as "No Show" and booking amount will not be refunded.
VEHICLE/DOCUMENT/FUEL	
Driving license & identity proof (of the customer) not shown at the time of car delivery or fake documents produced.	Car will not be handedover and 50% of base fare will be charged as penalty.
Traffic violation	In case if the ticket for violation of the traffic law is received post completion of rental, Customer is liable to pay Fine as per actuals with a convenience fee of INR 500 failing which legal action may be initiated against the Hirer.
In case of change or tampering with any part or accessories of the vehicle	INR 5000/- in addition to actual cost of part or repairing charge.
Unauthorized activity in the car	INR 5000/- .The customer will be held liable for any legal action arising out of these activities
External branding/ Decoration for Marriage	INR 5000/- will be charged in addition to any expenses arising out of repair cost.
Towing of the vehicle	Customer negligence- cost will be recovered on actuals. In case if car develops mechanical fault (subject to verification and approval from Formula2Ride), no charge.
If vehicle is returned with extremely dirty exterior or interior by the customer	INR 1000/-
Loss of car accessory	Customer is liable to pay cost on actual basis.
Loss of car documents	INR 5000/-
Smoking inside the hired vehicle	INR 1000/-
Loss of key	INR 5000/- in addition to actual cost of lock set replacement from the authorized workshop.
Carrying pets or any type of animals	INR 1500/- + Actual cost of damage (If Any)
Returning the car with less fuel.	Cost equivalent to deficit fuel + INR 500 to be charged as a convenience fee.

The Hirer shall also be bound by the terms and conditions of Formula2Ride published on the website of the Formula2Ride i.e. www.formula2Ride.com in addition to the present agreement and shall form part of the present agreement which are not being repeated herein for the sake of brevity. In case of any conflict between the terms and conditions and the present agreement, the decision of Formula2Ride shall be final and binding upon the Hirer.

Formula2Ride agrees to let and the Hirer agrees to take on hire vehicle upon and subject to the terms and conditions of this agreement.

WHEREBY IT IS AGREED AS FOLLOWS :-

- 1.1 Hirer shall be provided the Motor vehicle on rent (Motor vehicle and its accessories shall be called "the Vehicle") upon the terms and conditions set out in this Agreement.
- 1.2 The Vehicle shall at all times remain the property of "Formula2Ride" as the case may be and the Hirer shall have no right, title or interest in the Vehicle other than as Hirer during the rental period subject to compliance of the policies, terms and conditions and the present Agreement. The Hirer shall not do or permit or cause to be done any matter or thing whereby the right, title or interest of "Formula 2Ride" in respect of the Vehicle and or may be prejudicially affected.
- 1.3 The Hirer shall not be "Formula2Ride's agent, representative for any purpose whatsoever and the Hirer shall not represent himself/herself as agent or representative of Formula2Ride to public at large at any point of time. The hiring of the Vehicle will commence on the date specified and continue for the period booked by the hirer. Agreement shall remain in force until the car is returned to "Formula2Ride" in compliance with the terms and conditions of the Agreement and clearance of all dues. (hereinafter called the 'period of hire').
2. The Hirer during the continuance of this Agreement shall: -
  - (a) ensure that the Vehicle is only used, operated or driven properly and safely by the hirer whose Driving license and identity proofs are uploaded while making reservation. ("the authorised driver"). If it is used by person, other than the authorized driver, it shall tantamount to breach of this Agreement and Formula2Ride shall be entitled to exhaust its remedies in terms of this Agreement. However, if the Hirer wants to authorize or include any additional driver or drivers to enable such person or persons to drive the car, he shall furnish and upload Driving license and identity proofs, international driving license permit along with list of countries in which such license or permit is valid (if applicable) and duly inform Formula2Ride at the time of booking. Such additional drivers shall also sign a Form provided by Formula2Ride wherein they shall undertake that they shall be bound by the terms and conditions of the present agreement in addition to policies of Formula2 Ride.
  - (b) manage the fuelling of the vehicle for the proper running of the Vehicle.
  - (c) not allow to take vehicle out of India.
  - (d) not sell, assign, mortgage, let on hire, create third party rights or otherwise dispose or part with possession of the Vehicle or part thereof in any manner whatsoever, whether directly or indirectly.
  - (e) not leave the Vehicle unattended while it is unlocked or while the key is inside the Vehicle.
  - (f) take proper care of vehicle and ensure vehicle is used in a lawful and reasonable manner in all respects and in particular (without limitation) will keep vehicle locked when not in use
  - (g) notify "Formula2Ride" immediately upon losing possession or control of the Vehicle and take all necessary steps at his own expense to retain and recover possession of the Vehicle.
  - (h) permit "Formula2Ride" or its authorised representatives at all reasonable times to enter upon the premises where the Vehicle may from time to time to be parked to inspect and test the condition of the Vehicle.
  - (i) notify "Formula2Ride" of any change of his address and upon request by "Formula2Ride" promptly inform "Formula2 Ride" of the whereabouts of the Vehicle.
  - (j) monitor the basic parameters of the maintenance of vehicle i.e. Tyre Pressure, Engine Oil, Battery water, Coolant. In addition, if any puncture to the tyres is caused during usage, same shall have to be repaired by the hirer only at his own cost.
  - (k) not use or permit the Vehicle to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to prevailing law of the land
  - (l) The Hirer shall take all necessary steps and precautions to protect the interest of Formula 2Ride and of its insurance company and shall ensure that the Vehicle is not used in violation of this Agreement, terms and conditions, rules, policies etc. and/or for any purpose not permitted by the terms and conditions of the relevant policy of insurance nor do or allow to be done any act or thing where by any such policy of insurance may be avoided nor taken outside any territorial limit stipulated in such policy of insurance. The Hirer shall be bound by the terms and conditions thereof. The Hirer undertakes and agrees to protect the interests of Formula2Ride and its insurance company, at its entire cost and expense, in case of an accident or theft by doing the following, as applicable:
    - i) Taking reasonable steps to secure medical attention to the injured person and ensuring that a registered medical practitioner immediately attends the injured person and renders medical aid to him.
    - ii) Notifying the police immediately if another party's guilt has to be ascertained, or if any person is injured.
    - iii) Give on demand by a police officer any information required by him or, if no police officer is present, report the circumstances of the occurrence to the nearest police station and in any case within 24 (Twenty Four) hours of the occurrence.
    - iv) Contact Formula2Ride immediately by telephone or e-mail and forwarding a copy of FIR (if applicable) and/or summons complaint or paper in relation to such loss even in case of slight damage.
    - v) Provide all assistance to Formula2Ride, in claiming insurance from the insurance company by providing all the necessary information and/or documents required by Formula2Ride or Insurance Company including but not limited to date, time and place of accident, particulars of the persons injured or killed in the accident and name of the driver and the particulars of his driving license.
    - vi) Obtaining names and addresses of the parties involved in the accident, and of witnesses.
    - vii) Not abandoning the Vehicle without prior written approval of Formula2Ride.
    - (m) not use the vehicle in any manner for commercial purposes, transportation of goods and

material or for any other purpose or for which a Commercial Licence is required. The Hirer agrees that if the Vehicle is detained by any Police Authority/Personnel or Statutory Body for illegal use then hirer besides being responsible for any charges incurred shall also be liable for any legal action in its restoration to Formula2Ride, and any subsequent loss of revenue incurred during its period of un-availability.

- (n) not effect any mechanical or other modification to the Vehicle or make any alteration or additions to the Vehicle without the prior written consent of "Formula2Ride".
  - (o) not remove or interfere with any identification marks or plates affixed to the Vehicle nor attempt or purport to do so nor permit the same.
  - (p) not deface the paintwork or bodywork of the Vehicle nor add or erect any painting, sign-writing, lettering or advertising to or on the Vehicle.
  - (q) not use or permit the Vehicle to be used for any purpose for which it is neither designed, suitable or allow vehicle to be used for any other purpose for which it was not hired including (without limitation) the carriage of passengers and/or properly for hire or reward; any unlawful, hazardous or unusual purpose, driving tuition, propelling or towing any other vehicle or trailer or for any similar purpose, racing, or for competing in any rally or any other form of motor sport, speed testing or other trials or for off-road use (applicable also to 4 wheel driven vehicles), or for any illegal purpose whatsoever.
  - (r) not use or permit the Vehicle to be used or operated in a dangerous or reckless manner.
  - (s) not use or permit the Vehicle to be used while he or the authorised driver is under the influence of alcohol, intoxicants, drugs, narcotics, prescription medication impairing his ability to operate the Vehicle or while either or any of them is in a physical or mental condition which impairs his ability to properly and safely drive the Vehicle or if the speedometer of the Vehicle has been tampered with or disconnected.
  - (t) not use or permit the Vehicle to be used for transportation of animals, or transportation of anything, creature, plant, or fruit which is or which contains properties which are unfit for carriage or which are improperly packed, inflammable, harmful, illegal, verminous, infested, contaminated, condemned or offensive smelling.
  - (u) not to leave the Vehicle with any carpark valet or car jockey in the event of an accident.
  - (v) not use the vehicle for carrying a number of passengers beyond its seating capacity as stipulated in the Registration certificate and/or property/goods which would damage or cause the vehicle to be overloaded or would cause any applicable restriction to be exceeded, the use of vehicle on any surface other than pucca roads or surfaces over which there is right of way (public or private) for motor vehicles. Hirer undertakes not to use the vehicle on kuchha roads or over surfaces over which there is no right or way (public or private) for motor vehicles.
  - (w) Not to take the Vehicle to any area which has recently witnessed or is an area which is prone to riots, naxal or terrorist attacks.
  - (x) pay such charges payable at the imposing place as may be imposed by any authority relating to or arising from the use of the Vehicle and pay such fines penalties and summons arising from any non compliance or contravention of any transport, traffic or other law or regulation during the period of hire. In addition, agree to pay such fines and penalties for which a summons is received by Formula2Ride at a later date for any such non compliance or contravention of any transport, traffic or other law or regulation during the period of hire.
  - (y) The Hirer shall drive the vehicle within the permissible speed limits as notified by the Central or State Government. If at any stage during the rental period, the Hirer if penalized by the concerned traffic police for driving beyond the permissible speed limits, the Hirer shall be liable to pay such fine or penalty as may be imposed at that point of time by the concerned traffic police. For first such violation, warning shall be issued by Formula2 Ride and the Hirer shall be liable to pay fines and penalties imposed by the concerned traffic police. For second such violation, the Hirer shall be liable to pay penalty of Rs. 5000/- to Formula2Ride in addition to fines and penalties imposed by the concerned traffic police. For Third such violation, the membership of the Hirer shall be cancelled by Formula2Ride and he/she shall be liable to fines and penalties imposed by the concerned traffic police.
  - (z) The Hirer shall drive the Vehicle in conformity to the driving regulations made by the Central Government or directions given by the police officer, including but not limited to The Motor Vehicles Act, 1988, the Central Motor Vehicle Rules and/or 1989, the Rule of the Road Regulations, 1989 and any other applicable laws prevailing at relevant point of time.
- 3.0 In addition, the Hirer shall pay advance refundable deposit to "Formula2Ride" in the sum of Rs. 5000/- (subject to change) which deposit may be used by the "Formula2Ride" without prejudice to its rights contained herein towards discharging or satisfying wholly or in part any payment due from the Hirer to "Formula2Ride" or any of the Hirer's obligations or liabilities contained herein. Further, the Hirer shall be liable to pay the full hire charges in case of excess use before returning the vehicle if the same is over and above of the advance deposit of Rs. 5000/- and no part of such charges shall be refundable to the Hirer for any reason whatsoever unless the "Formula2Ride" in its absolute discretion decides to do so. However, such deposit shall be refunded subject to Hirer returning the car in the same condition in which it was handed over to the Hirer at the start of rental period and subject to deduction of legitimate dues, charges, penalties, costs, damages, taxes and any other expenses incidental thereto.
- 3.1 The Hirer hereby agrees that "Formula2Ride" shall not be liable howsoever whatsoever for loss or damage to any property left, stored or transported by the Hirer, authorised driver or any other person, in or upon any premises of "Formula2Ride" or in the Vehicle, or any of its rental vehicles, either before or after the return of the Vehicle to "Formula2Ride", whether or not the said loss or damage was caused by or related to negligence of "Formula2Ride", its servants agents or employees. The Hirer assumes all risk of such loss or damage and shall indemnify "Formula2 Ride" against any claim for such loss or damage.
  - 3.2 The Hirer shall be solely responsible for and hold "Formula2Ride" fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the "Formula2Ride" as a result of any failure to comply or breach of any provision of this Agreement.
  - 3.3 Without prejudice to the generality of sub-clause 3.2 above, the Hirer shall indemnify "Formula 2Ride" against all fines penalties and liabilities imposed on "Formula2Ride" or arising in respect of any non compliance or contravention of any transport, traffic or other law or regulation, together with the cost and expense including but without limitation costs on a full indemnity basis relating thereto incurred by "Formula2Ride".

- 4.0 The Hirer acknowledges that he is familiar with the general conditions of "Formula2Ride's" standard policy of insurance which is available for inspection in the car and "Formula2Ride's" office (during normal office hours). The Hirer hereby undertakes to do everything necessary to maintain the said policies in full effect and not to do anything whereby the said policies may or will be vitiated. The Hirer shall indemnify and hold "Formula2Ride" indemnified from and against all losses, claims, actions, costs and expenses should such policies be vitiated as a result of the Hirer's act or omissions.
- 4.1 The Hirer shall immediately report of any accident, loss or damage involving vehicle to Formula2 Ride and the Police or any other authority and complete accident report form or fill up and sign such other documents as may be required, whether immediately or as and when called upon by Formula2 Ride.
- 4.2 Further, the Hirer shall immediately report any breakdown fault or defect requiring repair and will not, in the case of defect or fault which makes vehicle unroadworthy or liable to cause damage or danger to persons or property or further damage to vehicle, use vehicle until such defect or fault has been repaired or corrected and will take all responsible steps to prevent or mitigate any loss or damage occurring to vehicle.
- 4.3 The Hirer shall not without the prior written consent of "Formula2Ride" give any instructions for any repairs to or for the replacement of any part of the Vehicle rendered necessary by any accident nor permit the Vehicle to be repaired at workshops other than workshops authorised by "Formula2 Ride".
- 4.4 The Vehicle is NOT covered by a motor insurance policy covering personal accident insurance for the Hirer, his passengers or authorised driver and the "Formula2Ride" shall not be responsible for any liability, claims and injuries or otherwise in connection with any accident death or other losses arising from the use of the Vehicle. All claims shall be dealt in accordance with the Motor Vehicle Insurance Policy.
- 4.5 There is no Insurance Policy cover for any property, goods or items carried by the Hirer in the vehicle during the subsistence of this Agreement or left in, the Vehicle and Formula2Ride has no liability for loss or damage to any property, goods or items. Formula2Ride accepts no responsibility for any such property, goods or items left within the Vehicle when it is returned to its possession. The Hirer agrees to indemnify Formula2 Ride against any claims relating to any such property, goods or items.
- 4.6 Formula2Ride shall not be liable in any manner for loss of property or life or injury to Hirer, its passengers or damages arising out of any fault with the Vehicle. In such eventuality, Formula2 Ride shall not be liable to pay any compensation or damages or otherwise reimburse the Hirer for any costs, claims etc. whatsoever.
- 4.7 The Hirer shall at Formula2Ride's request assist Formula2Ride in enforcing any rights or remedies, Formula2Ride may have against third parties in respect of any loss or damage to or in connection with vehicles arising during the term of this agreement.
- 4.8 Before the start of the trip, Hirer shall be under an obligation to check the vehicle (both interior and exterior) as per the checklist annexed with this Agreement and sign the same as acceptance of the items mentioned therein. Any irregularity in the items/documents must be intimated to Formula 2Ride team before taking the possession of the vehicle. Before driving the vehicle, the Hirer must notify Formula2Ride in writing of any damage or abnormality or defect noted or encountered in the vehicle or in the operation of the vehicle. In case, Formula 2Ride is not so notified at the start of the trip, the Hirer shall be deemed to be responsible for any such damage or abnormality or defect with the vehicle discovered or reported after the start of trip, including, without limitation, damage to the vehicle or lack of cleanliness.
- 4.9 On conclusion of the trip, Formula2Ride team shall carry out inspection of the vehicle in the presence of Hirer (both interior and exterior) so as to compare the physical condition of the vehicle as per the checklist signed by the Hirer before the Start of Trip. The Hirer shall before the start of the trip also sign Damage and Repair Sheet annexed with this Agreement which outlines some of the charges to be paid to Formula2Ride in the event of any damage/loss for repair/replacement cost of any part of the vehicle. The Hirer undertakes to pay for any damage or loss caused to the vehicle in terms of the Damage Repair and Repair Sheet in addition to any other sums to be paid to Formula2Ride in terms of the Agreement, Policies and Terms and Conditions etc. published on the website and forming part of this Agreement.
5. Replacement policy:
- a) If during the rental period, the vehicle breaks down on account of any mechanical fault or accident not attributable to the Hirer, Formula2Ride in its sole discretion may provide a replacement for such vehicle, if the vehicle breaks down within the city limits in which it was booked. However, such replacement shall be subject to availability of vehicle with Formula 2Ride and Formula2Ride shall be under no obligation to provide same/similar vehicle and may provide vehicle of different model or seating capacity. However, the Hirer shall have the option to either opt for the replaced vehicle or claim refund for remainder of the rental period. In no event, the Hirer shall claim any damages or other expenses on account thereto.
- b) If during the rental period, the vehicle breaks down on account of any mechanical fault or accident not attributable to the Hirer, beyond the city limits in which it was booked, Formula 2Ride in its sole discretion may provide a replacement for such vehicle, however, if such replacement is not possible, Formula2Ride shall refund balance amount remainder of the rental period. In no event, the Hirer shall claim any damages or other expenses on account thereto.
- c) If during the rental period, the vehicle breaks down on account of any mechanical fault or accident attributable to the Hirer, Formula2Ride shall not provide any replacement for such vehicle and Formula2Ride shall forfeit the entire rental for the balance rental period. The Hirer shall also be liable to pay cost of all repairs, insurance, file charges, other charges etc. and loss of use for the period of repair.
- 6.0 If the Hirer shall fail to pay any sum payable under this Agreement or shall commit a breach of or fail to comply with any of the terms of this Agreement or shall do or allow to be done any act or thing which in the opinion of "Formula2Ride" may jeopardize "Formula2Ride's" rights in the Vehicle, then in each and every case the Hirer shall be deemed to have repudiated this Agreement and "Formula2Ride" may thereupon or at any time within the period of hire by notice in writing/e mail to the Hirer for all purposes forthwith terminate the hire constituted by this Agreement without any obligation to refund any amount including but not limited to security deposit and shall be entitled to recover the cost or damage caused to the vehicle or the money recoverable from the Hirer under the Agreement including but not limited to interest and damages, charges, penalties, costs, taxes and any other expenses incidental thereto. Other legal remedies exhausted
- 7.0 Hirer shall upon any termination under clause 6.0 above pay to "Formula2Ride":
- (a) all arrears of rental then due and all other sums accrued due and unpaid at the date of termination together with interest at 2% per month.
- (b) all fines, damages, penalties, costs, charges, expenses etc. payable in terms of this agreement whether for any violation or otherwise.
- (c) the cost of all repairs, insurance, file charges, other charges and rectification required as at the date of termination and loss of use for the period of repair or rectification.
- (d) compensation for the loss suffered by "Formula2Ride" as a result of such termination; and
- (e) any other sums which are or become due to "Formula2Ride" or to which "Formula2Ride" is entitled by way of damages.
- 7.1 The termination of the hire shall not affect the rights of "Formula2Ride" or liabilities of the Hirer subsisting at the date of termination.
8. Refund amount will be Credited in the source account within 7-10 working days of returning the car and after settling all the dues subject to clearance from respective bank/payment gateways.
9. DISPUTE RESOLUTION
- Any or all disputes or differences, arising out of or touching upon or in relation to the terms and conditions of the present agreement including the interpretation and validity thereof and the respective rights and obligations of the parties shall be referred to the Sole Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of Arbitration shall be New Delhi only. Formula2Ride shall have the exclusive right to nominate and appoint the Sole Arbitrator and the Hirer shall not raise any objection thereto. The decision of the Sole Arbitrator shall be final and binding upon both the parties. Costs, expenses of the Arbitration proceedings shall be borne by the parties jointly and severally. That the Courts in New Delhi alone shall have the exclusive jurisdiction in respect of all matters or disputes or differences arising under or in connection with or in relation to this Agreement.
10. GRIEVANCE OFFICER
- In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the Grievance Officer is duly indicated on the website of Formula2Ride.
11. MISCELLANEOUS
- a) Assignment: this Agreement shall be binding on the Hirer and his heirs, successors, and legal representatives and shall be binding upon and shall inure to Formula2Ride, their successors and assigns. The rights granted to the Hirer under this Agreement are not assignable or transferable, in whole or part. Any attempt to transfer this Agreement without the written consent of Formula2Ride shall be void and of no force and effect. Formula2Ride may assign this Agreement to an affiliate or to another entity in connection with a corporate transaction.
- b) Additional Covenants: The Hirer agrees and undertakes that he has carefully read this Agreement and has further understood the contents contained herein and has given careful consideration to the restraints that have been imposed upon him in terms of this Agreement and is voluntarily in full accord as to their necessity for the reasonable and proper protection of the Confidential Information or Intellectual Property of Formula2Ride. The Hirer expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter and time period.
- Formula2Ride is a 100% subsidiary of Formula2Ride has executed an agreement wherein the entire operations of Self Drive Car business is being handled, managed and operated by Formula2 Ride for and on behalf of therefore, Formula2 Ride is only acting as a facilitator for ratifies and undertakes to be bound by all act, policies, terms and conditions of Formula2 Ride as if the same are that . For all intents and purposes, shall be liable for the services provided by Formula2Ride to the Hirer. Vehicles herein may be owned by Formula2Ride, however, irrespective of the ownership of the vehicle, the same shall be offered by Formula 2Ride to the Hirer and under the brand " Formula2Ride". Any reference to the vehicle made in this agreement shall mean and include the vehicles owned by Formula2Ride.
- c) Personal Information of Hirer: The Hirer agrees and undertakes that he shall have no objection and Formula2Ride shall be entitled to disclose information of the Hirer to Formula 2Ride's affiliates, subsidiaries, agents, successors, assigns etc. and to all companies controlled by Formula2Ride directly or indirectly and to any government body as required by the law/ or by directive/ or request from any government body or to any third party deemed fit and proper by Formula2Ride, in their sole discretion.
- i) In the process of rendering services to Hirer, Formula2Ride captures, stores, processes and uses the Hirer's personal data, including, but not limited to, the usage and vehicle data as they relate to the Hirer, to the extent this is necessary for the administration and implementation of this Agreement and the Hirer's use of the Formula2Ride's vehicle.
- ii) In case, Formula2Ride engages the services of and/or avail services from any third-party, it shall be entitled to forward to the said third-party service provider, the Hirer's personal data, to the extent this is required.
- iii) The Hirer grant Formula2Ride permission to disclose his personal data that appears in this Agreement to other companies of the Formula group, vehicle manufacturers or tourism companies for the purpose of keeping you informed of the products or services offered by Formula group as well as products and services related to the rental of vehicles, etc. If the Hirer wishes that Formula2Ride to refrain from distributing his personal data as above, then he needs to notify Formula2Ride accordingly in writing
- d) Severability: The provisions of this Agreement shall be deemed to be severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any of the provisions are declared to be unenforceable, the Hirer and Formula2Ride shall substitute an enforceable provision that, to the maximum extent possible in accordance with the applicable law, preserve the original intentions and economic interests of Formula2Ride. Waiver of any provision hereof shall not preclude enforcement thereof on future occasions.
- e) Change in terms and conditions of the Agreement: Formula2Ride reserves the right to modify the versions, equipment and prices offered on the website without prior notice and to provide a similar or superior vehicle to that booked. Photographs of the vehicle shown on the

website are not contractual and are only illustrative and the actual condition or model of the car may differ from the photographs uploaded on the website. By accepting the delivery of the car the Hirer shall be deemed to have consented to the same. Some model options shown may not be available at relevant point of time.

Formula2Ride reserves the right to change the terms of this Agreement from time to time and shall publish such changes or the revised Agreement on the website. The Members/Hirer shall be considered to have notice of such changes as soon as the revised Agreement is published on the website and application. The Hirer/Member agrees that the amended terms and conditions of this Agreement shall be effective and binding on the date posted on Formula2Ride's website.

The member shall also be deemed to have knowledge of such changes in the Agreement and/or have taken cognizance thereto, if he/she after such changes, makes a reservation for a Formula2Ride's vehicle, The hirer/member undertakes to and shall be bound by such changes to the agreement.

f) Confirmation of Booking: Formula2Ride shall have the sole authority and option to confirm or reject the booking of any member. The member/Hirer shall not question the decision of Formula2Ride.

Once the booking is made by the Hirer/User on the webportal and before the vehicle is handed over to the Hirer, Formula2ride reserves its right to exercise its sole discretion to cancel the booking anytime before handing over the vehicle to Hirer without assigning any reasons and the Hirer shall only be entitled to refund of security deposit and booking amount. The Hirer undertakes not to claim any compensation/damages from Formula2Ride in the event of such cancellation.

g) Force Majeure:

Neither of the parties hereto shall be liable for the suspension or termination of or the failure to perform its obligations under this Agreement in the event of wars, strikes, riots, lock out, Acts of God, civil commotion, labour unrest, fire, explosion and other perils whatsoever, or matters beyond the control of Parties.

Formula2Ride shall not be responsible or liable for any service failure under the force majeure conditions, ie. If performance of any Service or obligation under the terms and conditions of this Member Agreement or any other provisions of the policies of the Website, or other third parties in fulfilment of transaction (for e.g. home deliveries of vehicles, payment gateways etc.) are, prevented, restricted, delayed or interfered with by reason of labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, earthquakes, war, revolution, acts of terrorism, riots, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable commercial control of Formula2Ride, then Formula2Ride shall be excused from such performance to the extent of and during the period of such Force Majeure Event.

h) Notices: All notices and communications required or permitted under this Agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if sent by Email or Registered Post or Speed Post.

**IN WITNESS WHEREOF, each of the parties hereto executes this Agreement.**

<p>HIRER</p> <p>Name : .....</p> <p>Mobile No. : .....</p>  <p>Signature : .....</p>		<p>FORMULA CORPRATE SOLUTIONS INDIA PVT. LTD.</p> <p>Name : .....</p> <p>Contact No.: .....</p>  <p>Signature : ..... through its authorized signatory</p>
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WITNESSES:

1. Name : .....

Signature : .....

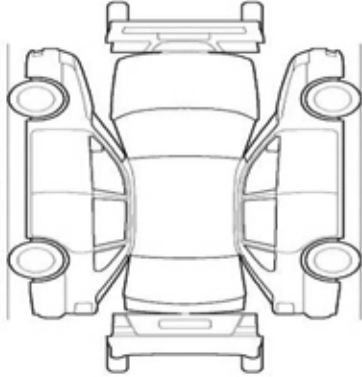
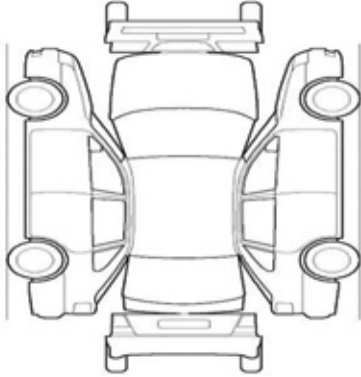
2. Name : .....

Signature : .....



# CHECKLIST

Departure	Arrival
Name	Name
Signature	Signature
Date	Date

Delivery of the Vehicle Dents & Damages	Return of the Vehicle Dents & Damages
	

S- Scratch	D- Dent	B- Broken
Out Date	_____	_____
Out Km	_____	_____
Out Time	_____	_____
Fuel (Out Ltrs.)	_____	_____

S- Scratch	D- Dent	B- Broken
In Date	_____	_____
In Km	_____	_____
In Time	_____	_____
Fuel (In Ltrs.)	_____	_____

**User Checklist**

- |     |                       |                          |                          |
|-----|-----------------------|--------------------------|--------------------------|
| 1.  | Registration Card     | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.  | Fitness Certificate   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.  | ALL India Permit      | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.  | Insurance             | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.  | Pollution Certificate | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.  | State Tax (_____)     | <input type="checkbox"/> | <input type="checkbox"/> |
| 7.  | Rent A Cab License    | <input type="checkbox"/> | <input type="checkbox"/> |
| 8.  | Service Book          | <input type="checkbox"/> | <input type="checkbox"/> |
| 9.  | Owner's Manual        | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Authorisation Letter  | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. | Full Tank Fuel        | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. | Working Headlight     | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. | Working Wiper         | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. | Clean Interiors       | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. | Clean Exteriors       | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. | Tyre Pressure         | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. | Tool Kit              | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. | Spare Tyre            | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. | Internal Damages      | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. | Accessories           | <input type="checkbox"/> | <input type="checkbox"/> |
|     | o _____               | <input type="checkbox"/> | <input type="checkbox"/> |
|     | o _____               | <input type="checkbox"/> | <input type="checkbox"/> |
|     | o _____               | <input type="checkbox"/> | <input type="checkbox"/> |
|     | o _____               | <input type="checkbox"/> | <input type="checkbox"/> |
|     | o _____               | <input type="checkbox"/> | <input type="checkbox"/> |
|     | o _____               | <input type="checkbox"/> | <input type="checkbox"/> |

**User Checklist**

- |     |                       |                          |                          |
|-----|-----------------------|--------------------------|--------------------------|
| 1.  | Registration Card     | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.  | Fitness Certificate   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.  | ALL India Permit      | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.  | Insurance             | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.  | Pollution Certificate | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.  | State Tax (_____)     | <input type="checkbox"/> | <input type="checkbox"/> |
| 7.  | Rent A Cab License    | <input type="checkbox"/> | <input type="checkbox"/> |
| 8.  | Service Book          | <input type="checkbox"/> | <input type="checkbox"/> |
| 9.  | Owner's Manual        | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Authorisation Letter  | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. | Full Tank Fuel        | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. | Working Headlight     | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. | Working Wiper         | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. | Clean Interiors       | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. | Clean Exteriors       | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. | Tyre Pressure         | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. | Tool Kit              | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. | Spare Tyre            | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. | Internal Damages      | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. | Accessories           | <input type="checkbox"/> | <input type="checkbox"/> |
|     | _____                 | <input type="checkbox"/> | <input type="checkbox"/> |
|     | _____                 | <input type="checkbox"/> | <input type="checkbox"/> |
|     | _____                 | <input type="checkbox"/> | <input type="checkbox"/> |
|     | _____                 | <input type="checkbox"/> | <input type="checkbox"/> |
|     | _____                 | <input type="checkbox"/> | <input type="checkbox"/> |
|     | _____                 | <input type="checkbox"/> | <input type="checkbox"/> |

**Delivery of the Vehicle**

Name of Hirer : .....

Signature of the Hirer : .....

Date/Time : .....

**Return of the Vehicle**

Name of Hirer : .....

Signature of the Hirer : .....

Date/Time : .....

# DAMAGE AND COST SHEET

In addition to the self-Drive car agreement dated \_\_\_\_\_ by and between FORMULA CORPRATE SOLUTIONS INDIA PVT. LTD.

and

Mr/Ms.....S/O,D/O,W/O.....R/O.....

hereby agree that I shall be liable to pay to Formula Corprate Solutions India Pvt. Ltd. against any damage/loss for repairing/replacement cost of any part of the car No.....handed over to me by Formula Formula Corprate Solutions India Pvt. Ltd. under the Self-Drive agreement for my use as per the below, at the time of handing over the car back to Formula2Ride.

Sl. No.	Name of The Parts	Charges (INR) against Scratches/Loss
1.	Bumper Front	4500.00
2.	Bumper Rear	4500.00
3.	Fender Front Left	3500.00
4.	Fender Rear Right	3500.00
5.	Fender Rear Left	3500.00
6.	Fender Front Left	3500.00
7.	Door left Front	5000.00
8.	Door right Front	5000.00
9.	Door Rear left	5000.00
10.	Door Rear Right	5000.00
11.	Head Light (Each)	4500.00
12.	Tail light Each	3500.00
13.	Damage to the seat (Torn/Burnt)	5000.00
14.	Wind screen/Rear Screen/any glass of the door (each)	3000.00
15.	Scratches on Bonnet	5000.00
16.	Scratches on Boot (dickey)	5000.00
17.	Side View Mirror (each)	5000.00
18.	Wheel caps (irrespective of number of wheel cap lost or damaged)	1500.00
19.	ACCIDENTAL DAMAGES	5000.00
A	Running vehicle in damaged conditions	5000.00
B	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	5000.00
C	Deliberately driving the car in water	5000.00
D	Driving the car under the influence of alcohol/narcotics	5000.00
E	Continue to drive after accident without settling with affected party and local police authorities if involved. Taking the consent from the company is also compulsory.	5000.00
F	Accident due to driving beyond the speed limit as set by the government.	5000.00
G	Car being driven by unauthorized person	5000.00

All points mentioned above are well explained to the user at the time of vehicle handover.

For FORMULA CORPRATE SOLUTIONS INDIA PVT. LTD. \_\_\_\_\_

Date: \_\_\_\_\_

I have understood all the points related to the liability in case of damage/loss in the car during the my usage period.

Hirer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# REPORT ON VEHICLE ACCIDENT

Car No.	
Name of Person Driving	
Date & Time of Accident	
Place of Accident	
Statement of the incident/Accident by person driving:	
Details of damage to our car :	
Any Injury to User/3rd Party:	
Report what kind of action did you take after the accident:	
Report to the police - Yes / No	Date & Time of Police Report (Attach Copy):

Signature of Customer

Date :

Signature of Representative of  
Formula Corporate Solutions India Pvt. Ltd.

Date :