



# CUSTOMER AGREEMENT

## Tuktuk Drive & Ceylon Tuktuk Rentals



We are pleased to inform that, following the recent acquisition of Ceylon Tuktuk Rentals, both Ceylon Tuktuk Rentals (<https://www.tuktukrentalssrilanka.com/>) and Tuktuk Drive (<https://www.tuktukdrive.com/>) now operate under the same management. Therefore, throughout this agreement, the term “Company” will be used to refer to both entities.

Our primary objective is to provide the best possible travel experience by meeting your needs to the highest level of satisfaction, while offering warm and genuine hospitality throughout your stay in Sri Lanka. In addition, we are committed to supporting local communities by increasing the income of local tuk owners and creating employment opportunities for unemployed individuals across Sri Lanka.

**THIS AGREEMENT** is signed at ..... (location) in Sri Lanka,

On ..... (date) of ..... (month) ..... (year).

### BY

**Tuktuk Drive/Ceylon Tuktuk Rentals**, having its registered office and/or principal place of business at No. 538, Alutwatta, Rajawella (hereinafter referred to as "Company"), which term or expression shall, where the context requires or permits, mean and include the said **Tuktuk Drive/Ceylon Tuktuk Rentals** and its successors and permitted assigns,

### AND BETWEEN

.....(Customer name) hereinafter referred to as "Customer"), which term or expression shall, where the context requires or permits, mean, and include the said individual and his/her heirs, executors, administrators, and assigns.

### ❖ AGREEMENT / LICENCE / RECOMMENDED ROAD DETAILS

1. By publishing this agreement on our websites, it is the Customer’s responsibility to review and understand all terms and conditions prior to making a booking. By proceeding with a booking, the Customer expressly acknowledges and agrees to be legally bound by all provisions of this agreement and shall be fully responsible for compliance with its terms and liable for any breach, loss, or damage arising therefrom.
2. Only the Customer or an authorized driver may drive the vehicle. The Customer or the authorized driver, shall hold a valid driving license, not being a learner's permit, to drive the vehicle in Sri Lanka. The Customer is responsible for all acts and omissions of themselves and any other person, including the authorized driver, if the Customer allows such individuals to drive the vehicle.
3. The tuk shall not operate on sandy or muddy roads, extremely steep inclines, through waterholes or streams, or on any roads deemed unsuitable for safe driving. The Customer is totally liable for such damages.
4. The tuk is strictly prohibited from driving on highways. It may only be used on other public roads, with a maximum speed limit of 40 km/h. When planning routes, the Customer must use the “bike mode” on Google Maps to ensure the vehicle stays on appropriate roads.
5. The Customer shall not use the vehicle for any immoral or illegal purposes and shall indemnify the Company against any prosecutions, penalties, or claims that may arise as a result of any illegal act, commission, or omission on the part of the Customer.
6. In the event of global crises, national issues, or other environmental or unforeseen circumstances beyond the Company’s control, Company cannot be held responsible. While Company will assist where possible, the Company will not be liable for any disruptions resulting from these factors.

## ❖ COMMUNICATION

7. For ease of communication between the Company and the Customer, WhatsApp shall be used as the primary mode of communication, and messages sent via WhatsApp shall be considered as official communication. Customers who do not have access to WhatsApp may use email as an alternative method of communication.
8. The Customer shall communicate all the information regarding the vehicle condition or any matter related to the rental strictly through the Company hotline numbers (+94770063780 - Tuktuk Drive , +94706774454 - Ceylon Tuktuk Rentals). Communication made to the trainer or any other individual shall not be considered as official notification to the Company, and the Company shall not be held responsible for any matters arising from such communication. In the event of any issues with the vehicle, the Customer may communicate with the Company via a phone call for urgent or quick communication. However, it is mandatory for the Customer to also send a WhatsApp message summarizing the issue. Only the written message shall be considered as official communication for record and future reference.
9. In self-driving rentals, both the Customer and the Company must have a mutual understanding of acceptable behavior. If the Company determines that a certain Customer lacks this understanding or magnifies minor matters beyond practical concern, the Company reserves the right to terminate the rental and provide a refund in accordance with Company policies.

## ❖ PICKUP

10. “Pickup” refers to the handover of the tuk to the Customer by a Company trainer, and the Company will deliver the vehicle to the specified location on time according to the booking. The Customer must share the exact pickup location via Google Maps and the preferred pickup time through WhatsApp to the Company hotline at least 24 hours prior to the scheduled pickup. If the provided pickup location or time differs from the original booking details, additional charges may apply. If the requested pickup time falls outside the standard pickup hours displayed on the website (10am to 5pm), early or late pickup charges may apply.
11. In certain cases, only an advance payment may be collected prior to pickup, and the remaining balance must be paid at the time of pickup before proceeding further. The Customer is required to sign the agreement at the time of pickup before the commencement of any services.
12. At the beginning of the rental period, the trainer will provide a basic introduction and conduct a driving lesson for the Customer. The training session will continue until both the trainer and the Customer are satisfied, and the Customer must allocate sufficient time for this process.
13. The Customer shall be fully liable for any damage or loss caused to the vehicle or any additional equipment provided during the rental period.
14. The Customer must take clear photographs of the vehicle before the start of the rental period to document its condition, ensuring all areas of the vehicle are covered. The Customer must send these photographs via WhatsApp to the Company hotline at the start of the rental period. The Customer must also send a photo of the fully completed pickup checklist document and all the other vehicle documents provided by the Company to the hotline number. These steps are required to ensure that both parties have a proper record of the vehicle condition and related documentation.

## ❖ INSURANCE / ACCIDENT

15. All our tuks are fully insured, including the rental cover. However, insurance claims will not be valid in the following circumstances mentioned in this ‘INSURANCE/ACCIDENT’ section, and the Customer shall be responsible for covering all costs arising from such incidents.
  - Driving without a valid driving license
  - Driving under the influence of alcohol or any illegal substances
  - Any illegal or unauthorized driving

16. According to the Sri Lankan insurance policy, tent(hood) of the tuk, which is made of Rexin, is not covered. Any damage to the tent is the responsibility of the Customer. Since the tent cannot be repaired partially, in most cases the Customer is responsible for the cost for replacement.
17. In most accidents, the first LKR 5000 is not covered by insurance; typically, insurance covers amounts above this. Any damage or cost not covered by insurance shall be the responsibility of the Customer.
18. In the event of an accident, the Customer is required to immediately inform the Company first and then the insurance provider (Relevant number is provided in the insurance card) without moving from the location.
19. After informing to the Company, Customer should send pictures/videos that covers whole damage to get the repair cost estimation from the Company hotline number via WhatsApp.
20. After the Company provides the cost estimation for any damage, if the cost is below LKR 5000, the Customer may continue their journey without waiting for the insurance procedures, which will save that time.
21. If the estimated repair cost exceeds LKR 5,000, the Customer must remain at the accident location and wait for the insurance provider to arrive and complete their inspection. The arrival time of the insurance provider will depend on their schedule, the location, and other factors beyond the Company's control. The Customer must not move the vehicle until the inspection is completed.
22. In the event of an incident involving the vehicle that causes a road blockage or traffic obstruction, the Customer may move the vehicle only to the minimum extent necessary to clear the road. Even before moving the vehicle, the Customer must take clear photographs of all damages, the surrounding area, and the incident location. The vehicle must not be moved any further than required to remove the obstruction. After moving the vehicle, the Customer must wait at the scene until the insurance Company's agent arrives.
23. The Customer must remain at the scene of any incident involving the vehicle until all procedures are completed and the Company confirms that everything has been properly handled. It is the Customer's responsibility to stay at the location until the process is officially completed.
24. If hospitalization is required due to the incident, this is the only circumstance in which the Customer may leave the accident scene. In such cases, a police report is necessary to process any insurance claims. The Customer is responsible for assisting the Company with all necessary procedures related to the police report and insurance claim.
25. In the event of a severe accident, the Customer may be required, upon the Company's request, to pay an additional \$100 deposit immediately as security. This amount will be held until the insurance process is completed, which may take a few days.
26. In severe accidents, the Customer should pay \$10 per day for the duration that the tuk is in the garage.
27. After an accident, if the Customer requests a replacement tuk, the Company reserves the right to decide whether a replacement will be provided. In such cases, any additional relocation or transportation charges for the replacement tuk will be added accordingly to the website prices.
28. If the Customer intentionally damages the vehicle, including overhead or underbody damage, or if damage is caused by the Customer's gross negligence, the Customer will be liable to pay the full cost of the damage.
29. In severe accidents the Customer is responsible for paying towing charges if it's not covered by the insurance.
30. To make things as smooth as possible, the Company has set these guidelines. Rest assured, the Company will do its best to provide helpful and responsible support, including assisting the Customer with medical care, hospitalization, or necessary medicines if needed, and taking steps to keep any costs for the Customer as low as possible.

## ❖ BREAKDOWNS

31. When self-driving, breakdowns can happen occasionally. In such cases, the Customer should contact the Company WhatsApp hotline as soon as possible and the Customer is liable to stay calm and help the Company procedure to solve the problem.
32. The Customer should not attempt to start the tuk more than three times in the event of a breakdown while driving. Repeated attempts may cause severe damage to the engine and other key components of the vehicle.

33. In breakdowns, the method of solving the case will depend on the severity of the issue and the follows,
- **Minor issues-** (in cases where the tuk stays in drivable condition)- We guide the Customer to visit one of our nearest garages. The Company will coordinate with the garage to complete the repair ASAP. The repair cost will be totally done by the Company. In minor issues, this method will help the Customer to save time.
  - **Moderate issues-** Company will send one of their nearest agents to the location and will take care of the breakdown.
  - **Major issue-** Company will replace the tuk with a new one.
34. If the Customer repairs the tuk without informing the Company, the Company will not cover any repair costs. If the Customer follows the proper procedure by informing the Company before repairing, the Company will cover the repair costs, provided the following conditions are met:
- The Customer must obtain the Company's confirmation for the cost of any parts before proceeding.
  - All replaced parts must be returned to the Company.
  - A clear photo of the repair bill must be sent to the Company.
35. If the Company approves a replacement tuk, it will be provided to the Customer before the start of the next day with free of charge delivery to any location. If a mechanic is sent for repairs, the arrival time may vary depending on the location, time, and nature of the issue.
36. Although the Company provides 24/7 assistance, due to potential waiting times, traveling at night is not recommended except when necessary.
37. In the event of a flat Tyre, the Company does not consider it as a breakdown, and the Company will not be responsible for providing breakdown service. However, the Company will provide support to the best of its ability, if requested. All necessary replacement tools and a spare wheel are provided to the Customer at the start of the rental.
38. If a Customer reports a problem with the tuk, but it is later found that there was no genuine fault, the Customer must provide clear evidence of the issue. In self-driving rentals, while some problems may arise from driving behavior, other unexpected issues can also occur. In all such cases, the Customer must notify the Company promptly and allow us the opportunity to inspect and address the issue. A fair, transparent investigation will be conducted, and any refund, if applicable, will be decided by the Company. Customers cannot demand a specific refund; all determinations will follow Company policies, ensuring a fair and transparent process for both parties.

## ❖ RETURN

39. "Return" refers to the handover of the tuk by the Customer back to the Company or its designated representative, and the vehicle shall be returned to the agreed location in accordance with the booking details. The Customer shall provide the exact return location via Google Maps and the preferred return time through WhatsApp to the Company hotline at least 24 hours prior to the scheduled return.
40. In the event that the provided return location or time differs from the original booking details, the Company reserves the right to apply additional charges. Where the requested return time falls outside the standard return hours displayed on the website (10:00 am to 5:00 pm), the Company reserves the right to impose early or late return charges.
41. Upon return, the Customer must hand back the vehicle along with all items provided at pickup, in the same condition as received. The Company's assigned driver will inspect the entire vehicle, and this inspection process typically takes about 30 minutes. Customers should allocate at least one hour for the return process to allow time for discussion and resolution of any damages or discrepancies. Customer is responsible to stay at the location until the completion of these processes.

42. The Customer should provide clear photographs of the vehicle's condition at the end of the rental, ensuring all areas are covered, and send these via WhatsApp to the Company hotline. The Customer must also send a photo of the fully completed return checklist provided by the Company. These steps ensure that both parties have a proper record of the vehicle's condition and related documentation.
43. The Company reserves the right to request the immediate return of the vehicle if it reasonably suspects that the vehicle has been used for or is likely to be used for illegal purposes, or if any damage has been caused or is likely to be caused.
44. Both parties acknowledge that unforeseen or natural circumstances may cause delays in the return of the vehicle, and such delays shall be considered reasonable under the circumstances. In rare instances where the Company's driver is unable to reach the agreed location due to unavoidable reasons, the Customer may, only after prior discussion with and approval from the Company, keep the tuk in a safe place and leave. In such cases, the Customer must record a comprehensive video covering all areas of the tuk and send it to the Company as a record of the vehicle's condition at the time of return.
45. The Company has the right to inform the police immediately and take legal action without prior notice if the Customer fails to return the vehicle as agreed.
46. The tuk pickup or return location should be within a reasonable distance from the main city, specifically at an agreed-upon pickup or return location. If not, additional charges may apply.
47. Our website clearly outlines the requirements for preparing the Customer's license, as well as the terms and conditions. If, in any case, we must cancel a booking due to issues with the license or other Customer-side terms, a processing fee may apply. The full amount will not be refunded if costs have already been incurred. This will be assessed on a case-by-case basis, and the refund, if any, will be adjusted after deducting these expenses, where the issue is determined to be the Customer's responsibility.

#### ❖ FUEL / TRAIN TRANSFER / WITH DRIVER OPTION

48. The Customer must collect the tuk from the Company with a full fuel tank and verify that it is full before taking the vehicle, notifying the Company hotline immediately if it is not. The tuk must be returned with a full fuel tank, and the same procedure applies in the event of a tuk exchange during the rental period. The Customer is fully liable to pay for any fuel required to refill the vehicle if it is returned with less than it was provided.
49. The Customer must provide the tuk with a full fuel tank for the train transfer to ensure a smooth process. The Company only provides the driver for this service, and the Customer is responsible for all fuel costs related to the transfer. If the driver needs to refuel the vehicle during the transfer, the Customer must reimburse the fuel cost upon verification of the fuel receipt.
50. We offer a with-driver option, available for a single day or multiple days. The driver will accompany the Customer throughout the day, providing flexible transport. Standard driver hours are from 8 a.m. to 6 p.m., and any additional time will incur extra charges. The with-driver service is subject to availability; it cannot be guaranteed by default. Customers must confirm with the Company before finalizing the booking.

#### ❖ PAYMENTS

51. Payments can be made via credit or debit card, bank deposit or through a payment link provided by the Company. The Customer should share the payment receipts immediately to the Company for verifications.
52. The Company generally does not accept cash payments. However, in exceptional circumstances where other payment methods are not feasible, the Customer may make a cash payment. This must only occur after receiving prior approval from the Company hotline. Additionally, the Customer must provide photographic or video evidence of the cash handover to the Company representative.
53. During the rental, if there are any additional charges or changes, Customer must pay the amount immediately at the time of the change. These charges cannot be deducted from the refundable deposit or deferred until the end of the rental. Default refundable deposit amount should remain due at the time of vehicle return.

54. The Customer must pay all rental charges as described by the Company, the refundable deposit, and any additional payments (including license fees) before or at the time of signing this agreement.
  55. The Customer is responsible for paying any additional charges incurred during the rental period, as well as any charges or taxes imposed by any government or competent authority, at the end of the rental period.
  56. If the Customer reports a mechanical issue with the tuk, the Company will send a technician to the location. If the mechanic confirms that the Customer provided false information or if the Customer is unavailable at the reported location, the Customer will be responsible for the mechanical charges.
  57. The refundable deposit will be refunded within 15 working days to the same bank account from which the payment was originally made.
  58. If Customer returns the tuk before the agreed return date, the Customer will be eligible for a refund of 50% of the unused rental days. This policy applies because tuk are sourced from local vehicle owners, and full payment for the booked rental period is made to the owner at the time of reservation. The 50% deduction covers the non-refundable cost already paid to the owner; the Company does not profit from this charge.
  59. In the event of an extension, the daily rental charges for additional days will be at the same rate as the original booking. The Customer must provide at least 48 hours' prior notice to the hotline. While we will do our best to accommodate, extensions are subject to availability and Company approval.
- **All the terms and guidelines outlined in this agreement are intended to ensure a smooth and consistent process between the Customer and the Company. These standards are there to guide the experience, but Customers need not worry excessively—if any unforeseen issues arise, company will do their best to address them, always with the Customer’s satisfaction in mind.**

❖ **ISSUED GOODS: TOTAL VALUE (GOOD+REPAIR/REPLACEMENT COST) AND RECEIVED CONFIRMATION**

TENT	\$125	✓	TOOL KIT	\$15	✓	BT. SPEAKER	\$45	
WINDSCREEN	\$65	✓	BATTERY	\$35	✓	COOLER BOX	\$50	
SEAT	\$35	✓	VEHICLE DOCUMENTS	\$20	✓	DASH CAM	\$35	
SEAT COVER	\$10	✓	KEYS	\$20	✓	SURF RACK	\$20	
CARPET SET	\$15	✓	PHONE HOLDER	\$15	✓	HOOD RACK	\$75	
SPARE WHEEL	\$35	✓	CHARGING ADAPTER	\$5	✓	BABY SEAT	\$90	

❖ **BASIC BOOKING DETAILS**

<b>ORDER NUMBER</b>		<b>VEHICLE NUMBER</b>	
<b>PAYMENT TYPE</b>	Link Payment / Bank Deposit	<b>TRAINER NAME</b>	
<b>PAID AMOUNT</b>		<b>TRAINER SIGNATURE</b>	

❖ **DECLARATION**

I hereby declare that I have read, fully understood, and unconditionally agree to the terms and conditions outlined above. I further declare that all information provided to the Company is true and accurate to the best of my knowledge, and I acknowledge that providing false or misleading information may result in legal consequences.

<b>CUSTOMER NAME</b>		<b>PASSPORT NUMBER</b>	
<b>DATE AND TIME</b>		<b>CUSTOMER SIGNATURE</b>	