



General Terms & Conditions

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The Lessor hereby rents the vehicle specified in this Rental Agreement to the Lessee identified on the reverse side of this document. By signing, the Lessee confirms acceptance of all terms and conditions stated herein and agrees to comply with them in full.

Article 1 – Use of the Vehicle

The Lessee shall ensure that the vehicle is operated solely by the Lessee or by individuals expressly authorized by Explore Drive Company, for whom the Lessee accepts full responsibility. Failure to comply may result in the loss of insurance protection. The vehicle shall not be used under the following circumstances:

1. For commercial passenger transport, hire, or competitive events.
2. For towing, pushing, or pulling any vehicle or trailer.
3. For any unlawful activity or transportation of prohibited goods.
4. By any person under the influence of alcohol, drugs, or any impairing substances.
5. In excess of the permitted load or passenger capacity as stated in the registration documents.
6. By any unauthorized individual. All drivers must be at least 21 years of age and hold a valid driving license recognized in Sri Lanka, including an International Driving Permit where applicable.
7. Without ensuring the vehicle is securely locked when unattended. Vehicle documents must be kept in the Lessee's possession and not left inside the vehicle. Anti-theft devices must be used where provided.
8. In any manner that could damage, transfer, or otherwise negatively affect the ownership, condition, or value of the vehicle.

Any violation of the above conditions entitles the Lessor to demand the immediate return of the vehicle.

Article 2 – Condition of the Vehicle

The Lessee acknowledges that the vehicle has been received in clean and roadworthy condition and agrees to return it in the same state. Should additional cleaning be required upon return, a cleaning fee will be applied.

Smoking inside the vehicle is strictly prohibited. The use of the vehicle for safaris, off-road driving, or entry into restricted areas such as national parks is not permitted. All tyres are provided in good condition. Any damage beyond normal wear must be repaired or replaced at the Lessee's expense with equivalent specifications. The Lessee shall not interfere with the vehicle's mechanical systems, tracking devices, or instrumentation.

Article 3 – Maintenance and Repairs

Routine wear and maintenance remain the responsibility of Explore Drive Company. Any repairs required during the rental period must receive prior authorization from the Lessor and be carried out in accordance with provided instructions. All repair costs must be supported by official invoices, and replaced parts must be retained for verification.

Article 4 – Rental, Prepayment, and Extension

Rental charges are based on the applicable rate schedule and must be settled in advance unless otherwise agreed. Approved credit card holders may be granted certain payment flexibility within agreed limits. If the Lessee wishes to extend the rental period, prior approval must be obtained from Explore Drive Company, and additional charges must be paid immediately. Unauthorized retention of the vehicle beyond the agreed period may result in legal action. The vehicle must be returned at the agreed date, time, and location. Any changes must be communicated at least three days in advance.

Article 5 – Payments

The Lessee agrees to pay all amounts due upon request, including:

1. All outstanding rental charges, payable within 48 hours of notice. Late payments may incur additional interest and recovery costs.
2. Any fines, penalties, or legal charges incurred during the rental period, except those arising from the Lessor's fault.
3. Mileage-based charges calculated according to the recorded distance traveled.
4. Additional service charges, including relocation or intercity fees where applicable.
5. All applicable taxes, duties, and surcharges.
6. Insurance premiums, service fees, and any additional agreed charges.
7. Repair costs or damage charges up to the agreed liability limits where applicable.

Acceptance of these charges may be confirmed by the Lessee's acknowledgment or signature.

Article 6 – Insurance

1. Explore Drive Company shall not be held responsible for any personal belongings left in the vehicle.
2. Damage caused by improper use of the vehicle, including driving on unsuitable roads, shall be borne by the Lessee.
3. Insurance coverage may be void if false or misleading information has been provided by the Lessee.
4. Passenger insurance may be included as per the applicable policy terms.
5. The vehicle is covered under a motor insurance policy in accordance with local regulations. The Lessee agrees to comply with all policy conditions.
6. In the event of an accident, the Lessee must:

- a. Immediately notify Explore Drive Company and the police.
- b. Provide full details including time, location, involved parties, and witnesses.
- c. Submit all supporting documents and reports.
- d. Refrain from admitting liability or settling claims independently.

Failure to follow these procedures may result in full financial responsibility.

The Lessee remains liable for damages to components such as tyres, glass, mirrors, lights, and undercarriage. Loss of keys or failure to return them may result in full deposit charges. Excess liability amounts may apply depending on the extent of damage. Insurance coverage applies strictly within the agreed rental period. Any use beyond this period without extension releases the Lessor from all liability.

Article 7 – Liability

The Lessee and any authorized drivers are fully responsible for all legal violations, fines, or penalties incurred while operating the vehicle.

Article 8 – Dispute Resolution

Any disputes arising from this agreement shall be resolved in accordance with applicable local laws:

1. For individual Lessees, jurisdiction shall be determined by local legal provisions.
2. For corporate Lessees, jurisdiction shall be based on the Lessor's registered office location.

Article 9 – Fuel and Oil

Fuel costs are the responsibility of the Lessee. The Lessee must regularly check and maintain appropriate levels of oil, water, and other fluids. Reimbursement for approved expenses requires valid receipts.

Article 10 – Return of the Vehicle

The Lessee must return the vehicle in clean and proper condition. Additional cleaning fees may apply if required. Smoking inside the vehicle is strictly prohibited.

Article 11 – Validity of the Contract

No modifications, amendments, or additional terms shall be considered valid unless confirmed in writing and signed by the Lessor.