

## **KOCHI METRO RAIL LIMITED- CHARTER SERVICE TERMS & CONDITIONS**

- 1) License for permissive use of one (01) E-bus given for the purpose of..... (purpose) from..... (date/time) to ..... (date/time) from ----- Metro Station to ----- (Destination) and back.
- 2) The dates/period applied for/granted shall not be changed. The charter service fee paid in advance to KMRL will not be adjusted/refunded for the unused period.
- 3) KMRL e-bus shall solely be used as contract carriage for point- point operation only and should connect at least one metro station. The license is issued to provide connectivity from Kochi Metro rail stations to the destination and back.
- 4) The day wise passenger count shall be provided to KMRL for the days of e-bus service.
- 5) The e-bus shall be provided with exclusive and dedicated and covered parking at the client's location to ensure safety of the e-bus while not in operation.
- 6) KMRL e-bus shall be run for a maximum of 120 km per day for maximum 8 hours. Service of one driver will be provided for the said period. If the customer operates beyond the permitted daily distance of 120 km, an additional amount of Rs.100 per Km shall be charged from the customer and shall be recovered from the customer/ adjusted against the security deposit.
- 7) Security instructions issued by KMRL/Authorized Officers shall strictly be followed by the customer.
- 8) The Customer should pay an interest-free refundable security deposit (50% of fees). In case of any loss and/or damage caused to KMRL's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
- 9) KMRL reserves the right to interrupt or halt the service, before or during the course of the service, without any advance notice and no claim or compensation in this regard will be entertained.
- 10) It shall be the sole responsibility of the customer to clean up debris or any garbage material or any housekeeping activity, created and / or brought in by the Customer. Any costs incurred by KMRL due to the negligence or failure of the Customer in this regard shall be deducted from the security deposit of the Customer or charged additionally in case it exceeds the security amount.
- 11) Activities prohibited under any law or nuisance to public shall not be allowed.
- 12) The use of fire, gunfire, explosives, or any hazardous material is not permitted.
- 13) The proposed activities shall not hamper the existing e-bus operation or cause any inconvenience to other passengers operating along the same route or part thereof.
- 14) KMRL shall not be held responsible for any liabilities, bodily injuries, deaths, losses, lawsuits, claims, demands, fines, damages, costs, and expenses (including all costs for investigation and defense & expenses including legal fees thereof) which are caused by the actions of the customer organization and/or by any passengers travelling in the e-bus during the course of service.
- 15) KMRL at all times retains the right to halt the service that is deemed to adversely impact the safety and security of operations, personnel and property.
- 16) Entry to the KMRL parking area is strictly prohibited. However, access to pick up points at the metro station and charging infrastructure set up at select stations if in need of opportunity charging shall be allowed. At the end of each day, the buses shall be returned

to KMRL Muttom depot. For the purpose of calculating daily distance travelled by the bus, distance from the chosen metro shall only be considered.

- 17) Customer shall be fully responsible for the passengers on the e-bus during the course of the service.
- 18) Customer should make payment of 100% charter fee and security deposit as advance. Security Deposit will be refunded within one week after completion of activity after making deductions, if any. The charter fee shall not be refunded under any circumstances.
- 19) Customer shall be liable to compensate/indemnify KMRL for any loss/damage occurring to the e-bus/assets of KMRL. The decision of KMRL shall be final and binding in this regard.
- 20) Customer shall ensure that no damage is caused to the E-bus as a result of the service it is intended to perform. Customer shall maintain e-bus in good condition and shall compensate KMRL for any damages to such properties with replacement value.
- 21) If anyone found drunk/intoxicated or inebriated condition, will not be allowed to enter the e-bus.
- 22) Safety and Security instructions must be followed in full respect. If fails, KMRL reserves the right to cancel the trip, without any refund.
- 23) No branding or display of advertisement shall be done on the bus without the consent of KMRL and payment of required fees. KMRL reserves the rights to exhibit audio/ visual media advertisement inside or on the body of the bus.
- 24) Any breach or violation will lead to immediate cancellation, without any refund.

ACCEPTED

(Sign & Seal)