

Terms and Conditions ("Terms")

Last updated: November 25, 2019

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the www.rapidtaxies.lk website (the "Service") operated by Rapid Taxies ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service. The Terms and Conditions agreement for Rapid Taxies has been created with the help of Terms and Conditions Generator.

Privacy Policy

Rapid Taxies collects your data for both drivers and passengers in line with the Privacy Policy Stated under "Privacy Policy" in our website.

Forms an Agreement

When you elect to create an account by clicking and agreeing to the terms and conditions of Rapid Taxies you are agreeing to the Privacy Policy at any time and Terms and Conditions Stated here including amendments to the Terms and Conditions and forms an agreement between you and Rapid Taxies Enterprise (Pvt) Ltd.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Rapid Taxies.

Rapid Taxies has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Rapid Taxies shall not be responsible or liable, directly or indirectly, for any

damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Sri Lanka, without regard to its conflict of law provisions and submit to the jurisdiction of National Courts of Colombo, Sri Lanka.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is material change we will make our best endeavor to provide at least 60 days notice prior to any new terms and conditions taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Passenger and Driver Safety and Good Behavior

1. Drivers and Passengers elect to receive the Rapid Taxies App Service by their own will and hold Rapid Taxies Enterprise (Pvt) Ltd harmless from any wrong doing by the provision of App Service. The driver logs on to the App under his or her Identity.
2. Drivers and passengers hereby confirm and agree that various information provided by the passenger and driver to register with Rapid Taxies Enterprise (Pvt) Ltd is true in every form and attests to the accuracy of information.
3. Drivers and passengers acknowledge that Rapid Taxies Enterprise (Pvt) Ltd may select and vary the charges for the drivers in relation to the provision of App Service and charges levied by the driver via Rapid Taxies App for the provision of passenger service by the driver.
4. Drivers hereby agree to charge the passengers only the hire rates applicable and reflected in the App Service or a lesser amount and abstain from any manipulation of fair and use the most shortest or convenient route for the best interest of the passenger. Passenger agrees to pay the driver rates reflected in the App for the hire.

5. Rapid Taxies makes a reasonable effort and provide a reasonable assurance that our drivers are of acceptable standard to serve passengers and the passenger are of acceptable standard to be as a passenger. We also provide reasonable assurance that the vehicles that provide service to the passengers are properly registered and meeting regulatory requirements at the time of registering to provide service as an independent vehicle owner. We also maintain a reasonable level of controls to ensure the currency of certain applicable regulatory requirements. It is the vehicle owner's and driver's responsibility to meet all regulatory requirements to provide passenger transport service to the passengers linked or proposed through Rapid Taxies App service. Upon making a booking the driver and the passenger have the right to refuse to accept the service or to provide service after a careful judgment. Passengers are at their own liberty to maintain their personal life and accidents related insurance policies beyond what is required by the regulatory requirements.
6. Drivers and passengers hereby agree not engage in any illegal activity / activities as a passenger or as a driver or of a combination.
7. Drivers ensure that they are cleanly and properly attired including footwear (no shorts or similar clothing) and not under the influence of any drugs or alcohol. The driver ensures that the vehicle that is presented to the passenger meets registration, insurance, smoke certificate and other compliance requirements and has sufficient fuel, spare wheel, tool kit for the provision of journey uninterrupted and the vehicle is presented in good conditions and is well maintained. Driver is required to present the evidence of the above if requested by the passenger at the commencement of the journey and acknowledge that the passenger has the right to refuse the commencement of the journey at no cost to the passenger if the driver fails to provide such evidence.
8. Drivers agree to provide the service in accordance with road rules and speed requirements and always abide by the Law and comply with law enforcement authorities.
9. Drivers and passengers agree not to engage in arguments or abusive language or engage in political, ethnic or religion related arguments or disputes during the hire and if such event takes place immediately report to Rapid Taxies on its hotline 0117696969.
10. Drivers agree that Rapid Taxies Enterprise (Pvt) Ltd is not responsible for the maintenance of the vehicle or their wages or any such requirements and acknowledge that drivers are not the employees of Rapid Taxies Enterprise (Pvt) Ltd and they provide the passenger transport service as independent service

providers and use the App service for the connectivity between the passenger and driver at a fee levied by Rapid Taxies.

11. Drivers agree to voluntarily attend the training programmes conducted by Rapid Taxies and also self-study on line training provided by Rapid Taxies.
12. Driver agrees to keep his Mobile Phone meeting the minimum specification requirements and App is active all the time whilst on duty and maintain the phone in good condition.
13. Drivers agree that whilst receiving payments via Credit or Debit Cards arrangements the serving banks and payment gateway providers and processors may charge fees for such transactions and Rapid Taxies is not responsible for any reimbursement of such fees or charges charged by the transaction processing service providers.
14. Drivers agree and commit that if any passenger leaves any belongings after the hire, the driver takes immediate actions to contact the passenger to return such items to the passenger. If such returning is not practically possible, then report the incident to Rapid Office via 0117696969 together with passenger number and hold the passenger belonging in driver's safe custody until rerun to the passenger or advice per Rapid Taxies Officials.
15. Driver agrees that the age limit for registration as a driver for Rapid Taxies Service is Sixty Two (62) years.
16. Driver agrees that Rapid Taxies Enterprise (Pvt) Ltd has the right and unconditional discretionary authority to deactivate any driver if the driver has not is not following the Terms and Conditions of Rapid Taxies Enterprise (Pvt) Ltd and the decision by Rapid Taxies Enterprise (Pvt) Ltd is final.

Contact Us

If you have any questions about these Terms and Conditions please contact us:

By email: ict@rpte.lk

By visiting this page on our website: www.rapidtaxies.lk

By phone number: +94117696969

By mail: No: 673/2,4th Lane, Kandawatte Road, Pelawatte, Battaramulla