

TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. AGREEMENT FOR HIRE

- 1.1 The Owner will let and the Hirer will take from the Owner the motor vehicle specified on the first page of this Agreement and its accessories described therein (hereinafter the motor vehicle and the 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 the Owner and the Hirer and/or the person(s) specifically named and authorised by the Owner ("the authorised driver") shall have no rights to the Vehicle other than as hirer and the Hirer and/or the authorised driver shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner in respect of the Vehicle are or may be prejudicially affected. The Hirer and/or the authorised driver shall not be the Owner's servant and/or agent for any purpose whatsoever.

2. PERIOD OF HIRE

- 2.1 The hiring of the Vehicle will commence on the date specified ("Commencement Date") and continue for the period specified in the Schedule at the end of this Agreement or unless otherwise terminated pursuant to the terms herein (hereinafter called the "period of hire").
- 2.2 The period of hire is for a fixed term and the Hirer and/or the authorised driver shall not be entitled to return the Vehicle at any time prior to the expiry of the period of hire without the express written consent of the Owner and shall be liable to compensate the Owner for any loss arising out of any premature return of the Vehicle (including but not limited to the loss of the hire charges for the unexpired period of hire).

3. CARE, USE AND CUSTODY OF VEHICLE

3. The Hirer shall during the continuance of this Agreement:-
 - i ensure that the Vehicle is only used, operated or driven properly and safely by him and/or the authorised driver provided that he and/or such person(s) hold valid and current driving licences, are above 21 years of age but under 60 years of age and have not given false particulars to the Owner;
 - ii pay for all petrol and lubricants for the proper running of the Vehicle;
 - iii not take or allow the Vehicle to be taken out of Singapore without receiving the prior written consent of the Owner;
 - iv not sell, assign, mortgage, let on hire or otherwise dispose or part with possession of the Vehicle or part thereof;
 - v not leave the Vehicle unattended while it is unlocked or while the key is inside the Vehicle;

- vi notify the Owner 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;
- vii permit the Owner or its authorised representatives at all reasonable times to enter upon the premises where the Vehicle may from time to time be parked to inspect and test the condition of the Vehicle;
- viii notify the Owner of any change of his address and upon request by the Owner promptly inform the Owner of the whereabouts of the Vehicle;
- ix at his own cost maintain the Vehicle in its condition as at the time of commencement of hire including but not limited to regularly checking and adjusting as necessary the radiator battery and engine fluid levels and regularly cleaning the exterior, interior and upholstery of the Vehicle;
- x 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 law;
- xi 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 the Owner;
- xii 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;
- xiii 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;
- xiv not use or permit the Vehicle to be used for hire or reward, driving tuition, towing, racing or pace making, or for competing in any rally or any other form of motor sport, or for off-road use (applicable also to 4 wheel driven vehicles), or for any illegal purpose whatsoever, or to propel, push or tow any vehicle or trailer;
- xv not use or permit the Vehicle to be used or operated in a dangerous or reckless manner;
- xvi 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;
- xvii not use or permit the Vehicle to be used for transportation of animals without the prior written consent of the Owner, or transportation of any thing, creature, plant, or fruit which is or which contains properties which are unfit for carriage or which are improperly packed, inflammable, harmful, illegal, venomous, infested, contaminated, condemned or offensive smelling;
- xviii not leave the Vehicle with any carpark valet or car jockey and in the event of an accident, the Hirer and/or the authorised driver agrees that the carpark valet or car jockey was driving the Vehicle as his servant and/or agent; and
- xix pay such charges 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.

4. PAYMENT OF HIRE CHARGES AND DEPOSIT

- 4.1 The Hirer shall during the period of hire pay the Owner, without demand or any deductions, the full hire charges specified on the first page of this Agreement; and no part of such charges shall be refundable to the Hirer for any reason whatsoever unless the Owner in its absolute discretion decides to do so. In the event that the Owner permits the Hirer and/or the authorised driver to take the Vehicle for a period shorter than the period of hire in accordance with clause 2, the Hirer shall pay the Owner such hire charges based on the daily, weekly or monthly rates, whichever is applicable, specified on the first page of this Agreement.
- 4.2 Unless otherwise expressly stated herein, the first payment of hire charges shall be made on or before the Commencement Date. Subsequent hire charges payments shall be made monthly in advance, with reference to the Commencement Date, (ie. where the Commencement Date is 7th January, the 2nd hire charge is payable on or before 6th February)..
- 4.3 In addition, the Hirer shall pay the Owner a security deposit (“Deposit”) in the sum specified on the first page of this Agreement. The Owner shall without prejudice to its other rights and remedies against the Hirer and/or the authorised driver, be entitled at any time and without prior notice to the Hirer and/or the authorised driver, to apply or use the Deposit or any part thereof in or towards discharging or satisfying wholly or in part any payment due from the Hirer and/or the authorised driver or any obligation or liability of the Hirer and/or the authorised driver under this Agreement. If the Deposit or any part thereof is applied or utilized by the Owner pursuant to this Clause and as long as this Agreement shall continue to be in force, the Hirer and/or the authorised driver shall on demand in writing by the Owner forthwith pay to the Owner any such sum so demanded to restore the Deposit to its full amount.
- 4.4 Upon the expiration or early termination of the period of hire and provided that the Hirer and/or the authorised driver has observed and performed all his obligations and discharged all his liabilities hereunder, the Owner shall refund any then remaining balance of the Deposit (without interest) to the Hirer.
- 4.5 Without prejudice to the Owner’s other rights and remedies, all charges and amounts due hereunder which are not paid when due shall bear interest at 2% per month until they are paid. Time (including any time stipulated for any payment of money) shall be of the essence in this Agreement.

5. RETURN AND REPOSSESSION OF VEHICLE

- 5.1 Without prejudice to clause 5.2, upon the termination of the period of hire howsoever or whenever occasioned or on expiry of the period of hire, the Hirer and/or the authorised driver shall return the Vehicle to the Owner in the same condition as at the Commencement Date, ordinary wear and tear excepted, to the place specified by the Owner. In the event the Hirer and/or the authorised driver fails to do so, he shall pay the Owner from the due expiration of the period of hire and until such time as the Vehicle shall have been returned by way of compensation for the continued use of the Vehicle, the prevailing rate of hire charges of the Owner provided always that if the Vehicle shall be returned after the Owner's normal business hours, the Vehicle shall be deemed to have been returned to the Owner at the start of the following business day of the Owner. This clause shall not confer upon the Hirer and/or the authorised driver any right to the continued use or possession of the Vehicle.

- 5.2 Without prejudice to the Owner's claim for any arrears in hire charges or damages for breach by the Hirer and/or the authorised driver of this Agreement, the Owner or its authorised representatives shall have the right at any time during or after the termination or expiry of the period of hire at its absolute discretion and without notice and without giving to the Hirer and/or the authorised driver any reason for so doing, repossess the Vehicle; and for such purpose enter upon any premises or building where the Vehicle may for the time being be housed and to break open by force if necessary any such premises or building and the Hirer and/or the authorised driver agrees to indemnify the Owner or its agents against any loss charges expenses or damage suffered by them or any of them whilst exercising or attempting to exercise the rights conferred by this clause and in preserving and restoring the Vehicle thereafter. The Hirer and/or the authorised driver shall also on a full indemnity basis bear the costs charges and expenses incurred by the Owner in ascertaining the whereabouts of the Vehicle and/or the Hirer and/or the authorised driver. Upon repossession of the Vehicle, this Agreement shall be deemed to be terminated without prejudice to the Owner's rights hereunder.

6. INDEMNITY AND HIRER'S RESPONSIBILITY FOR LOSS OR DAMAGE

- 6.1 The Hirer and/or the authorised driver shall be solely responsible for and hold the Owner fully indemnified against all claims demands liabilities losses damages proceedings costs and expenses suffered or incurred by the Owner as a result of any failure to comply or breach of any provision in this Agreement.
- 6.2 Without prejudice to the generality of clause 6.1 above, the Hirer and/or the authorised driver shall indemnify the Owner against all fines penalties and liabilities imposed on the Owner 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 the Owner.
- 6.3 Except in the case where the Hirer has purchased a Collision Damage Waiver ("CDW") package (whereupon the provisions in Clause 6.6 shall apply), the Hirer and/or the authorised driver shall bear the cost of the repair or rectification of any damage howsoever caused to the Vehicle whilst it is in the possession of the Hirer and/or the authorised driver or during the period of hire. If the Vehicle so damaged is deemed by the Owner to be a total loss, the Hirer and/or the authorised driver shall pay the Owner the cost of obtaining a replacement for the Vehicle and shall also compensate the Owner for the loss of use of such Vehicle for the period required to obtain a replacement. If the Vehicle so damaged is not deemed a total loss, the Hirer and/or the authorised driver shall pay for all damage caused to the Vehicle and shall also compensate the Owner for the loss of use of the Vehicle during the period of reinstatement or repair. In either situation, the Hirer and/or the authorised driver shall also compensate the Owner all towing, storage and administrative charges.
- 6.4 If the Vehicle is stolen or otherwise lost whilst it is in the possession of the Hirer or the authorised driver, the Hirer and/or the authorised driver shall compensate the Owner for the cost of obtaining a replacement vehicle and for loss of use for the period required to obtain a replacement.
- 6.5 It is hereby agreed that the loss of use referred to in this clause 6 shall be computed based on the Owner's prevailing hire charges.
- 6.6 Notwithstanding anything to the contrary in this Agreement, the Hirer and/or the authorised driver may by purchasing any CDW package limit his liability to the amount specified in such package for any damage to the Vehicle arising from a collision in respect of each accident Provided That the aforesaid limitation of liability shall not apply:- (i) in respect of any damage to the Vehicle's undercarriage; or (ii) to any loss or damage not caused by a collision;

or (iii) to any damage caused by sandblasting; or (iv) to any loss or damage by any deliberate or reckless act or omission; or (v) to the costs of rectifying any tyre damage not attributable to normal wear and tear; or (vi) to the costs of replacing any accessory missing from the Vehicle; and Provided Further That the aforesaid limitation of liability shall not apply if the Hirer and/or the authorised driver fails to comply with or commits a breach of any provision of this Agreement or does any act or omission which is expressly excluded or is in breach of any of the terms and conditions applicable under the relevant CDW package purchased. For the avoidance of doubt, in any instance where the Hirer's and/or authorised driver's limitation of liability does not apply, the Hirer and/or authorised driver shall be fully responsible for all damage in accordance with Clause 6.3.

6.7 The Owner shall be entitled to proceed with any repairs, rectification or reinstatement works without the approval of the Hirer and/or the authorised driver and shall be entitled to claim reimbursement for all costs incurred and deduct the same from the deductible/excess applicable to the CDW purchased and shall also be entitled to repair the Vehicle at any time during the period of hire.

6.8 In the event of any increase in the excess or any insurance premium levied by the Owner's insurers, the Owner shall be entitled at its absolute discretion to increase the charge for the CDW or the hire charge, as the case may be, upon notice to the Hirer and/or the authorised driver.

7. INSURANCE AND ACCIDENTS

7.1 The Hirer and/or the authorised driver acknowledge that they are familiar with and will comply with the general conditions of the Owner's standard policy of insurance which is available for inspection at the Owner's office (during normal office hours). The Hirer and/or the authorised driver hereby undertake 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 and/or the authorised driver shall indemnify and hold the Owner 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.

7.2 Where the Vehicle is involved in an accident resulting in injury to persons or damage to property or the Vehicle, the Hirer and/or the authorised driver shall immediately and in any event within twenty-four (24) hours notify the Owner and the police (if necessary) or other relevant authorities in writing of the accident and shall also notify the Owner in respect of any claim arising thereafter from the accident. No admission compromise offer payment or indemnity shall be made by the Hirer and/or the authorised driver without the Owner's consent in writing. The Hirer and/or the authorised driver shall render such information and assistance in connection with the accident as the Owner or its insurers may require.

7.3 The Hirer and/or the authorised driver agree that in the event of any claim being made against the insurers or the Owner, the Owner may at its absolute discretion on the Hirer's behalf to conduct any negotiations or effect any settlement with the insurers and the Hirer and/or the authorised driver agrees to be bound by any settlement or arrangement agreed between the insurers and the Owner. Any money payable by the insurers shall accrue to and be paid to the Owner or as the Owner shall direct.

7.4 The Hirer and/or the authorised driver shall not without the prior written consent of the Owner 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 the Owner.

- 7.5 The Hirer and/or the authorised driver acknowledge that the Vehicle is NOT covered by a motor insurance policy covering personal injuries or death to the Hirer, his passengers or the authorised driver and the Owner shall not be responsible for any liability, claims, injuries or otherwise in connection with any accident death or other losses arising from the use of the Vehicle. The Owner may at the request of the Hirer and upon payment of the requisite charges by the Hirer and/or the authorised driver arrange for separate personal accident coverage for bodily injury or death.
- 7.6 The Hirer and/or the authorised driver declares that no company or underwriter in connection with motor insurance for the Hirer and/or the authorised driver has at any time:-
- (a) declined any proposal or application;
 - (b) refused to renew any policy;
 - (c) required an increase in premium or imposed special conditions for the approval of any proposal or application or renewal of any policy; or
 - (d) cancelled any policy.

8. SUBSTITUTE VEHICLE

If for any reason the Vehicle described on the first page of this Agreement or any other motor vehicle ordered by the Hirer prior to the commencement of the period of hire (including any Special Indent Vehicle) is not available at the time of such commencement, or in the case of a Special Indent Vehicle, the Owner is unable to fully comply with the Special Indent Requirements referred to in Clause 22, the Owner reserves the right to replace the vehicle with an alternative motor vehicle of similar seating capacity and performance and if no such alternative vehicle is available or if the Owner shall decline to provide an alternative vehicle then the Hirer shall be refunded the hire charge and deposit (if any) without interest and shall have no further claims whatsoever against the Owner.

9. DAMAGE TO HIRER'S PROPERTY

The Hirer and/or the authorised driver hereby agree that the Owner shall not be liable for any loss of or damage to any property left, stored or transported by the Hirer, authorised driver or any other person, in or upon any premises of the Owner or in the Vehicle, or any of its rental vehicles, either before or after the return of the Vehicle to, or repossession of the Vehicle by, the Owner, whether or not the said loss or damage was caused by or related to negligence of the Owner, its servants agents or employees or caused when the Vehicle was in their possession. The Hirer and/or the authorised driver assume all risk of such loss or damage and shall indemnify the Owner against any claim for such loss or damage.

10. DISCLAIMER OF WARRANTIES

The Hirer and/or the authorised driver hereby agree that the Owner does not warrant or hire the Vehicle subject to any express or implied warranty or condition in connection with the fitness for any purpose or age of the Vehicle and any condition and warranties are hereby expressly excluded and the Owner shall not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Vehicle or its use.

11. PETROL

The Hirer and/or the authorised driver shall only pump petrol of such grade as may be specified by the Owner and shall pay the cost of petrol during the period of hire PROVIDED ALWAYS that if the Hirer and/or the authorised driver take delivery of the Vehicle with a full tank of petrol (or at a fuel level agreed by both parties) he shall return it likewise, failing

which the Owner shall be entitled to refill the tank and the costs thereof (fuel, plus labour costs applicable) shall be recoverable from the Hirer and/or the authorised driver.

12. 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 both parties.

13. TERMINATION

13.1 If the Hirer and/or the authorised driver 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 the Owner may jeopardise the Owner's rights to the Vehicle or shall refuse to collect the keys to the Vehicle for whatever reason, including refusal to continue with or commence the hire of any Special Indent Vehicle referred to in Clause 22, then in each and every case the Hirer and/or the authorised driver shall be deemed to have repudiated this Agreement and the Owner may thereupon or at any time within the period of hire by notice in writing to the Hirer and/or the authorised driver forthwith terminate the hire constituted by this Agreement without prejudice to the Owner's rights and remedies hereunder.

13.2 The Hirer shall upon any termination under clause 13.1 pay to the Owner:

- i the hire charges for the unexpired period of hire (subject to Clause 2), all arrears of hire charges then due and all other sums accrued due and unpaid at the date of termination together with interest at 2% per month;
- ii the cost of all repairs and rectification and loss of use referred to in clause 6;
- iii compensation for all loss and damage (including consequential damages) suffered by the Owner as a result of such termination; and
- iv any other sums which are or become due to the Owner or to which the Owner is entitled by way of damages or specifically provided for herein as payable by the Hirer and/or the authorised driver.

13.3 The termination of the hire shall not affect the rights of the Owner or the duties and liabilities of the Hirer and/or the authorised driver which expressly survive such termination.

14. ENTIRE AGREEMENT

This Agreement as set out on both sides hereof constitutes the entire agreement between the Owner and the Hirer and there are no other representations, promises, conditions, warranties or guarantees other than those set out in this Agreement. No condition or provision of this Agreement may be changed or any rights of the Owner waived unless it is done in writing and signed by the Owner. If any provision of this Agreement is determined to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties agree to submit to the jurisdiction of the Courts of the Republic of Singapore.

16. RIGHTS OF THIRD PARTIES

Save as expressly provided herein, the Contracts (Rights of Third Parties) Act Chapter 53B of Singapore shall not under any circumstances apply to these terms and conditions and any person who is not a party to this Act shall have no right whatsoever under the Contracts (Rights of Third Parties) Act Chapter 53B to enforce any of the terms and conditions of this Agreement.

17. LEGAL AND OTHER COSTS

The Hirer and/or the authorised driver shall indemnify and pay to the Owner all costs and expenses (including legal costs and expenses on a full indemnity basis) incurred by or on behalf of the Owner in the exercise of any right or power vested in it hereunder (including without limitation) ascertaining the whereabouts of the Vehicle, repossession of the same and preserving and storing the Vehicle thereafter) and of any legal action or proceeding taken by the Owner to enforce any of the provisions of this Agreement.

18. EXCLUSION OF LIABILITY

The Hirer and/or the authorised driver agree that the Owner shall not under any circumstances be liable to the Hirer and/or the authorised driver (whether in contract or tort) in respect of or to indemnify the Hirer and/or the authorised driver against any loss, injury, liability or damage sustained by the Hirer and/or the authorised driver or by any third party as a result of the use of the Vehicle or as a result of any defect therein (whether apparent or latent) or arising out of the exercise or performance by the Owner of its rights or obligations under this Agreement save in respect of liability for death or personal injury resulting solely from the negligence of the Owner.

19. MISCELLANEOUS

19.1 No forbearance, delay or indulgence by the Owner in enforcing any term or condition of this Agreement or the extension of time by the Owner to the Hirer and/or the authorised driver shall prejudice, affect or restrict the rights or remedies of the Owner in respect of any breach hereof or operate as a waiver of any such breach or subsequent breach.

19.2 The Hirer and/or the authorised driver hereby waive any right of set-off which they may have against the Owner and agrees to pay in full the hire charges and other amounts due hereunder regardless of any equity, set-off or cross claim on the part of the Hirer and/or the authorised driver against the Owner. For the avoidance of doubt, the Hirer and/or the authorised driver may not direct or instruct that the Deposit be used to set-off or defray any hire charges or any other amounts due to the Owner.

19.3 The rights and remedies hereby conferred hereunder shall be cumulative and in addition to any and all other rights and remedies now or hereafter existing at law or in equity.

20. NOTICES

Any notice required or permitted to be given shall be deemed validly given if served personally or if sent by registered post or telefax to the last known address or telefax number (as the case may be) of the Hirer and/or the authorised driver or the Owner, as the case may be. Any such notice sent by registered post shall be deemed to have been received by the other party within 48 hours after the time of posting and any notice sent by telefax shall be deemed to have been received by the other party upon confirmation of such telefax transmission. Unless otherwise notified in writing, the initial addresses and telefax numbers of the parties are as set out on the first page of this Agreement.

21. DIPLOMATIC CLAUSE

21.1 If and only if the Owner agrees, by separate written confirmation to the Hirer given prior to the Commencement Date, to grant the Hirer the right to terminate the hire prior to expiry of the period of hire, the provisions of clause 21.2 shall apply.

21.2 In the event that due to unforeseen circumstances the Hirer (if a corporation) ceases its operations in Singapore or (if an individual) is being relocated out of Singapore permanently and there is no one replacing him, then the Hirer shall give the Owner such stipulated advance written notice set out in the Schedule, together with such other documentary evidence as the Owner may reasonably require, before the termination of this Agreement, whereupon, no further hire charges shall be payable following such termination.

22. SPECIAL INDENT VEHICLES

In the event where the Hirer and/or the authorised driver specifies (“Special Indent”) a particular type, model or colour of a vehicle (including specific requirements as to accessories or other exterior or interior options relating to the requested vehicle) (“Special Indent Requirements”) which is not available to or owned by the Owner at the time of execution of this Agreement, the Hirer and/or the authorised driver would be required to and/or have already signed a separate agreement (“Confirmation Letter”) in relation to such Special Indent Vehicle prior to the execution of this Agreement. The Hirer and/or authorised driver acknowledge that the terms and conditions set out in such Confirmation Letter will continue to bind themselves and the terms set out therein shall be read and construed together with the terms and conditions of this Agreement, and in the event of inconsistency, the provisions in such Confirmation Letter shall expressly apply in relation to the Special Indent Vehicle.

22.6

SCHEDULE

1. Commencement Date :
 2. Period of Hire : [] months
 3. Diplomatic Clause (if applicable)
Number of advance notice : [] months
- [others]

