

SINGAPORE ACCIDENT STATEMENT

IMPORTANT NOTICE

1. Please report correctly the details of the accident to speed up the claims process.
2. This Form must be completed by the Policyholder and/or the Actual Driver
3. Information provided must be as truthful and accurate as possible. Any wilful misrepresentation or withholding of material facts may allow insurance companies to repudiate policy liability.
4. The issue and acceptance of this Form by insurance companies is not an admission of policy liability on the part of the insurance companies.
5. **Any false reporting may be referred to the Police for investigation.**
6. This report will be forwarded by the insurers of the GIA Records Management Centre established by the General Insurance Association of Singapore (GIA) for archiving and that copies of this report will, for a fee, be made available upon application by interested parties.
7. By the lodgement of this report to the insurers, you hereby consent to the archiving of this report at the centre and to copies of the report being made available aforesaid.

ACCIDENT STATEMENT

Date of First Submission	14/06/2024 13:17 (SGT)
Reported by	Actual Driver
Date of Accident	13/06/2024 17:39 (SGT)
Exact Location of Accident	21 Choa Chu Kang Ave 4, Singapore 689812
Additional Location Information	LOT 1
Country/State of Loss	Singapore

DETAILS OF OWN VEHICLE

Vehicle Registration Number	SMR9729Z
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INSURED/POLICYHOLDER

Is company?	Yes
Name Of Registered Owner	1AXIS RENTAL PTE.LTD.
Company Reg No	202042210R
Email Address	RENTAL@1AXIS.COM.SG
Mobile Phone No	(Phone) +65-66356225
Alternative Phone No	-

VEHICLE PARTICULARS

Manufacturer	Toyota
Model	Noah
Variant	-
Exact purpose for which vehicle was being used at time of accident	Private hire
Are you claiming under your own insurance policy for repair to your vehicle?	No - Claiming third party
Vehicle Category	Private hire
Transmission	Auto
CC	1797

INSURANCE COMPANY

Name of Insurance Company	Liberty Insurance Pte Ltd
Policy Number / Cover Note Number	SD24V05094/VPZ/R00

DRIVER

Name of Driver	ALVIN LIM ZHI HAO
NRIC No	S9147911G
Date Of Birth	22/12/1991
Occupation	Outdoor

Driving Pass Date	23/02/2017
Driving experience	7 YEARS AND 4 MONTHS
Gender	Male
Mobile Number	(Phone) +65-88262924
Alt. Phone Number	-
Email Address	ALVIN14829@GMAIL.COM
Address	BLK 148 BEDOK RESERVOIR ROAD #05-1679
Address complement	-
Postcode	470148
Is the driver the policyholder?	No
If No, Relationship of the Driver with the Insured	Hirer
Does Driver Own Other Vehicles?	No
Vehicle Registration Number of Other Vehicle Owned by Driver	-
Insurance Company of Other Vehicle Owned by Driver	-

GENERAL INFORMATION OF THE ACCIDENT

Type of Accident	Collision - Head to Rear
Weather Conditions	Clear
Road Surface	Dry

OTHER INFORMATION

Was any foreign vehicle involved in the accident?	No
Number of vehicles involved in the accident	2
Was anybody injured in the Accident?	No
Was any injured conveyed to hospital by ambulance?	-
Was any other vehicle or property damaged?	Yes
Number of Passengers (Including Driver)	2
Has the driver been approached by unknown person(s) soliciting/offering accident claims assistance?	No
Translator's name	-
Translator's ID	-
Translator's phone number	-
Translator's email	-
Original language used in the statement	-

PASSENGER 1

Name	PASSENGER 1
Gender	Female

DETAILS OF POLICE ACTION

Was the accident reported to the police?	No
Was notice of intended Prosecution given?	No
If yes, against whom?	-

CIRCUMSTANCES OF ACCIDENT

REFER TO SKETCH PLAN

ATTACHMENT(S)

Are accident photos available for attachment?	Yes
Was there any video captured by Car Camera?	Yes

DETAILS OF OTHER VEHICLE PROPERTY 1

Vehicle Registration Number	SHC1467U
Vehicle Manufacturer	-
Vehicle Model	-
Vehicle Variant	-

Vehicle Colour	-
Vehicle Category	Taxi
Name of Driver	JASMI BIN HAJI HUSNI
NRIC No	S1169648A
Contact Number	(Phone) +65-90097204
Address	-
Address complement	-
Postcode	-
Insurance Company Name	-
Nature Of Damage	-
Details of property damaged in accident	-
No. Of Passenger (Including Driver)	-

SKETCH PLAN

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5. **Any false reporting may be referred to the Traffic Police Department for investigation.**
6. This report will be forwarded by the insurers to the GIA Records Management Centre established by the General Insurance Association of Singapore (GIA) for archiving and that copies of this report will for a fee be made available upon application by interested parties.
7. By the lodgement of this report to the insurers, you hereby consent to the archiving of this report at the centre and to copies of the report being made available aforesaid.

8. Consent under the Personal Data Protection Act (PDPA)

I understand, acknowledge, agree and consent that:

(a) My insurer, my workshop and the General Insurance Association of Singapore ("GIA") may/are permitted to collect, use, disclose and/or process my personal data/personal information set out in this [form] and any other personal information provided by me or possessed by my insurer (collectively the "Personal Information") and disclose and transfer such Personal Information to all insurer(s) who have insured vehicle(s) involved in this accident (all insurer(s) who have insured vehicle(s) involved in this accident shall be collectively referred to as the "Insurers"), the Insurers' lawyers/law firms, the Monetary Authority of Singapore and any relevant government agency/authority (such as the police), for the purpose(s) of:

- (i) processing, handling and/or dealing with my claims including the settlement of the claims and any necessary investigations relating to the claims;
- (ii) investigating the accident and/or my claims;
- (iii) carrying out and/or dealing with my instructions or responding to any enquiries by me;
- (iv) administering my claims (including the mailing of correspondence, statements, invoices, reports or notices to me, which could involve disclosure of certain personal data about me to bring about delivery of the same as well as on the external cover of envelopes/mail packages); and/or
- (v) complying with applicable law in administering, processing, handling and/or dealing with my claims.

(collectively the "Purposes")

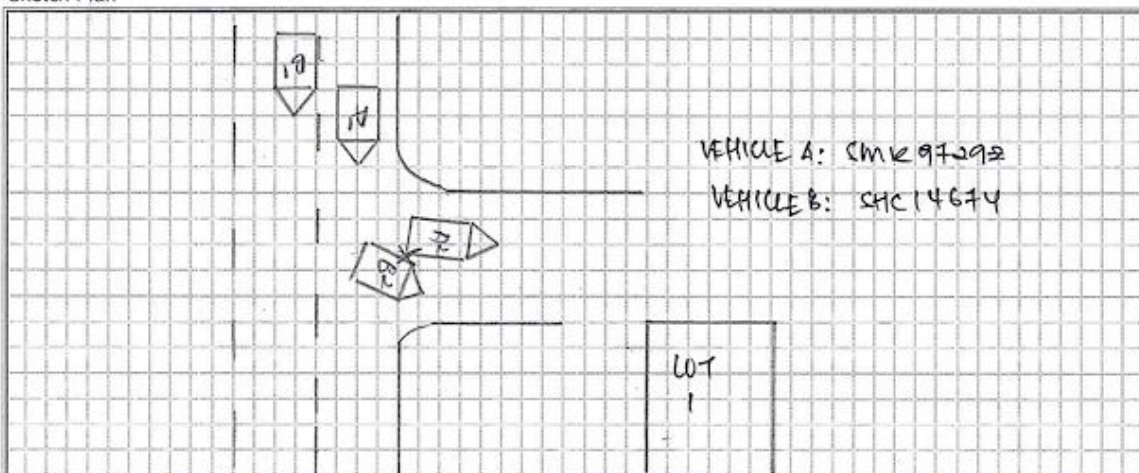
- (b) all insurer(s) who have insured vehicle(s) involved in this accident and the Insurers' lawyers/law firms, may/are permitted to collect, use, disclose and/or process my Personal Information for one or more of the above Purposes; and
- (c) my Personal Information may/can be disclosed by any of the Insurers and/or GIA to their third-party service providers or agents (including their lawyers/law firms), which may be sited outside of Singapore, for one or more of the above Purposes.

Policyholder's Signature / Date & Time

Driver's Signature (if driver is not the policyholder) / Date & Time

Witnessed by Reporting Centre Personnel
(Name as in NRIC/ID card)

Sketch Plan



Describe Circumstance of the Accident

13 June 2024, 1739HRS was doing grabcar service sending passenger to dropoff at Lot 2 shopping mall. upon Reaching the destination when turning into the dropoff point, a TAXI SHC1467U squeeze into my lane and hit my vehicle from the back

Declaration

I/We declare the foregoing particulars are true in every respect.

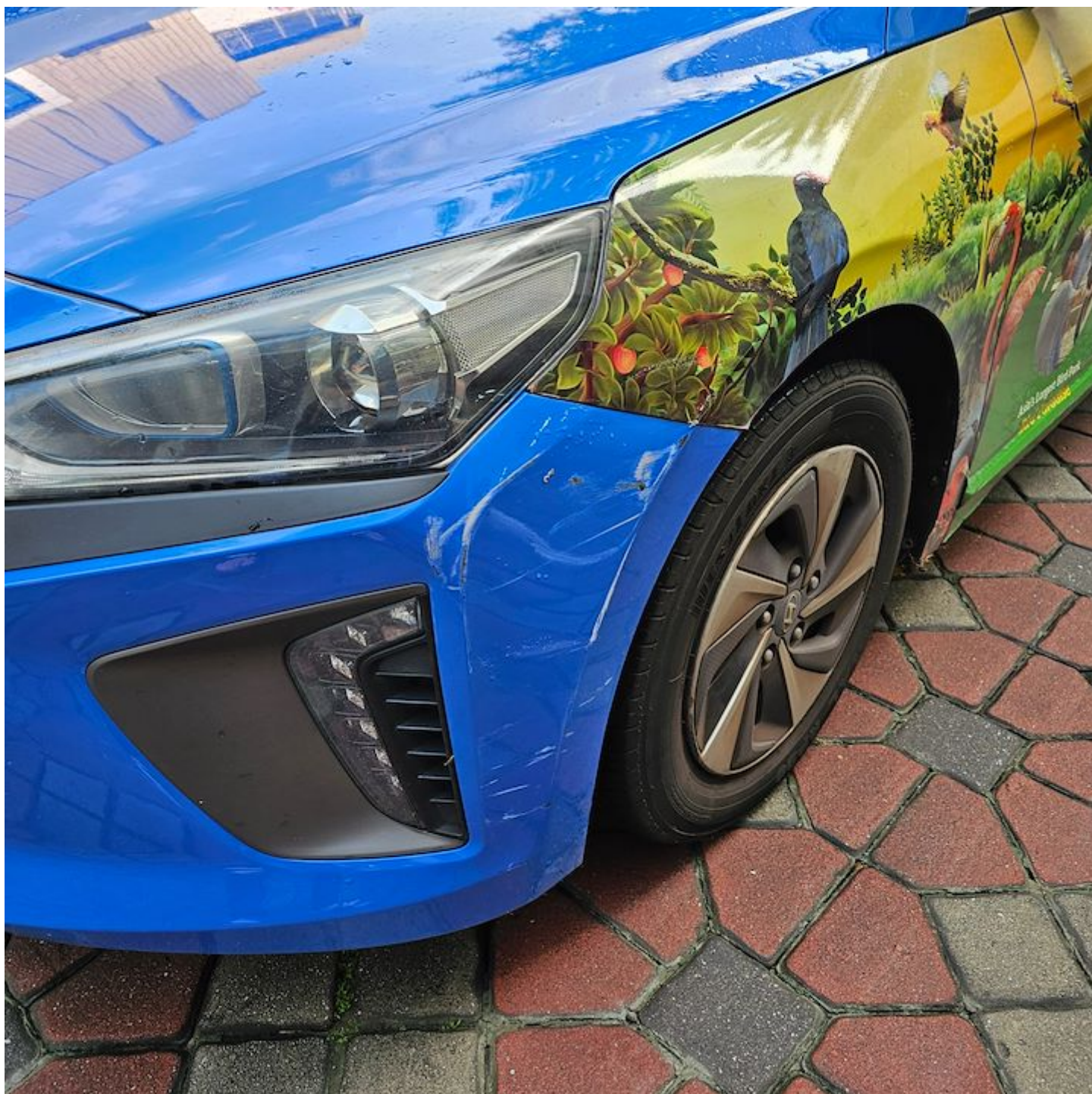
 *[Signature]* 11:00am
14/06/24
Policyholder's Signature / Date & Time

[Signature]
Driver's Signature (if driver is not the policyholder) / Date & Time

[Signature]
Witnessed by Reporting Centre Personnel
(Name as in NRIC/ID card)























Liberty Insurance Pte Ltd
 Registration no.199002791D
 51 Club Street
 #03-00 Liberty House
 Singapore 069428
 Tel: (65) 6221 8611
 Website: <http://www.libertyinsurance.com.sg>

CERTIFICATE OF INSURANCE

MOTOR VEHICLES (THIRD-PARTY RISKS AND COMPENSATION) ACT (CHAPTER 189)
 MOTOR VEHICLES (THIRD-PARTY RISKS AND COMPENSATION) RULES,1960
 ROAD TRANSPORT ACT, 1987
 ROAD TRANSPORT (AMENDMENT) ACT 2019
 MOTOR VEHICLES (THIRD-PARTY RISKS) RULES, 1959

Certificate No	SD24V05094 /VPZ /R00
Form	MZ406C
Date Of Issue	05-APR-2024
1.Index Mark and Registration No. of Vehicle:	SMR9729Z
2.Chassis number of Vehicle:	ZWR800421770
3.Name of Policyholder:	1AXIS RENTAL PTE LTD
4.Effective date of Commencement of Insurance for the purpose of the Act:	07-APR-2024 00:00 AM
5.Date of Expiry of Insurance:	06-APR-2025 23:59 PM
6.Persons or Classes of Persons entitled to drive*:	<p>Any person who is driving on the Policyholder's order or with their permission or to whom the vehicle is hired.</p> <p>Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.</p> <p>And provided further that the Motor Vehicle is registered under the Road Traffic Act and its registration under the Road Traffic Act has not been cancelled at the time of the accident loss or damage.</p>
7.Limitations as to use*:	<p>A) Use for carriage of passengers or goods in connection with the Policyholder's business.</p> <p>B) Use for social, domestic, pleasure and business purposes of any person to whom the vehicle is hired.</p> <p>C) Use for the carriage of passengers for hire or reward under Private Hire Vehicle (PHV) by the person to whom the vehicle is hired.</p>
8.Policy does not cover:	<p>A) Use for racing, pace-making, reliability trial or speed-testing.</p> <p>B) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.</p>
<p>*Limitations rendered inoperative by Section 8 of the Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189) and Section 95 of the Road Transport Act, 1987 are not to be included under these headings.</p>	
<p>I/We hereby certify that the Policy to which this Certificate relates is issued in accordance with the provisions of the Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189) and Part IV of the Road Transport Act, 1987.</p>	
<p style="text-align: right;">For and on behalf of LIBERTY INSURANCE PTE LTD Approved Insurers</p> <p style="text-align: right;"> Authorised Signature</p>	
<p>For Information only:</p> <p>COVERAGE : Restricted Workshop,Comprehensive,Unlimited Windscreen,PHV Extension (Geographical Area: Singapore only)</p> <p>SUM INSURED: MARKET VALUE AT THE TIME OF LOSS</p> <p>EXCESS: Section I S\$1500,Section II S\$2000,Windscreen Excess S\$100</p> <p>FINANCE COMPANY: SKYWAY CREDIT & LEASING PTE LTD</p> <p>PRODUCER NAME: DICKSON INSURANCE BROKER PTE LTD</p>	

PLYWH/15-APR-24

S1_CI_T1_T3_OE_Template2-Ver1.

15-APR-24

Apr 15, 2024, 4:02 PM



1AXIS RENTAL PTE. LTD.

Co. Registration No. : 202042210R
 Address : 5 Yishun Industrial Street 1, #01-18 North Spring Bizhub,
 Singapore 768161
 Phone No. : 6635 6225
 Fax No. : 6710 7651
 Email : support.rental@1axis.com.sg

AUTOMOBILE LEASE AGREEMENT

Agreement No.:

Agreement Date:

Lessee	Alvin Lim Zhi Hao	IC/UEN No.	S9147911G	Contact	8826 2924
Address	Apt Blk 148 Bedok Reservoir Road #05-1679 Singapore 470148			Email	alvin14829@gmail.com
Co-Lessee		IC/UEN No.		Contact	
Address				Email	
Company				Occupation	
Address					
Driving Issue Date	23/02/2017	Driving Class	3	D.O.Birth	22/12/1991

Driver 1		IC/UEN No.		Contact	
Address				Email	
Driver 2		IC/UEN No.		Contact	
Address				Email	
Driving Issue Date		Driving Class		D.O.Birth	

DESCRIPTION OF VEHICLE

Vehicle No.	SMR9729Z	Primary Colour	Black
Vehicle Make & Model	Toyota Noah Hybrid 1.8X	Chassis No.	-
Original Registration Date	04/02/2020	Engine No.	-

TERMS OF RENTAL PAYMENT & PERIOD

Leasing Period	6 Months	Deposit	\$500
Leasing Start Date	25/03/2024	1 st Rental Fee	\$672
Leasing End Date	25/09/2024	Weekly Rental Fee	\$784
Termination Charge	refer to page 9	Weekly Rental Due On	Every monday
Other Charge	N/A	CDW	Yes \$7 a day
Other Remarks	1st day rental free / Rental fee includes CDW		



1. Payment of the deposit and the first rental fee must be cleared upon the collection of the car from **1Axis Rental Pte. Ltd.**
2. Subsequent weekly rental fees can be made by **Paynow** to UEN No.: **202042210R118** (with a clear indication of the car registration number on the remarks).
3. In the event that the Lessee decides to cancel a reservation where a booking deposit has already been placed, there shall be no refund on the deposit collected. Strictly no refund after the deposit.
4. You shall pay **1Axis Rental Pte. Ltd.** a late fee of 5% of the late weekly/monthly payment and an administrative charge of S\$25 for each late payment not paid within 2 days.




VEHICLE DELIVERY

Vehicle check out	Date: 25/3/24	Time: 10:45 am	By: Manish
Vehicle is due back	Date:	Time:	By:
Vehicle returned	Date:	Time:	By:
Late Return	Every late hour is chargeable at S\$10 for cars below 1600cc; S\$20 per hour for cars above 1600cc, up to the 4th hour. Further delays will result in the Lessee(s) being charged for a whole day rental for that particular vehicle.		

OTHER TERMS

Belonging	All belongings left in cars will be discarded.
Excessive wear & use	You may be charged for excessive wear based on our standard for normal use and for mileage in excess of _____ kilometres (Clause 7.10).
Insurance	Mandatory excess for each and every single accident when used in Malaysia With/Without CDW: S\$4000 + S\$4000 + Singapore's excess Mandatory excess for each and every single accident when used in Singapore Without CDW : S\$3000 + S\$2000 + S\$100 (Windscreen Excess, subject to GST) With CDW (S\$5/day) : S\$1000 + S\$1000 With CDW (S\$7/day) : S\$500 + S\$500
Downtime Waiver	If the car is in the workshop for a duration between 4 and 8 hours, a half-day rental fee will be waived. If the car is in the workshop for a duration exceeding 8 hours, the full-day rental fee will be waived.
Others	If you fail to make any due payment to 1Axis Rental Pte. Ltd. and it results in the towing of the rental/leased vehicle, charges such as towing fees, lost key charges, vehicle repair charges, admin fees, etc., will be applied.

By signing below, you acknowledge that you have read the entire lease before signing it, and both you and we agree to the terms, conditions, and obligations of the lease.

Signed By Lessee	Signed by Lessor
	 
Lessee Name / NRIC: ALVIN LIM ZHI HAO S91479114	Lessor Name / NRIC:
Name / NRIC:	Name / NRIC:

This Automobile Lease Agreement (hereinafter referred to as 'this Agreement') is made among the Lessor, Lessee, and Guarantor as referred to in the Schedule hereto.

WHEREBY IT IS AGREED AS FOLLOWS: -

The Lessor leases the vehicle to the Lessee, and the Lessee takes possession of the vehicle from the Lessor under the terms and conditions outlined in this Agreement. Throughout this Agreement, the term 'Vehicle' includes all accessories delivered with the vehicle at Clause 6.1, as well as any accessories that the Lessor may install in the vehicle during the Lease Period.

1. Security Deposit and Initial Payment

- 1.1 The Lessee shall, upon the signing of this Agreement, pay to the Lessor the Security Deposit (unless expressly waived by the Lessor in writing) as security for the performance of the Lessee's obligations and observance by the Lessee of all terms and conditions in this Agreement.
- 1.2 The Lessee is obligated to maintain the Security Deposit at the same amount throughout the term of this Agreement. However, the Lessor, at their discretion, can use the Security Deposit or a portion of it at any time to fulfil any of the Lessee's obligations, either wholly or partially. The Lessee is not entitled to such use of the Security Deposit.
- 1.3 The Security Deposit shall be refunded, interest-free, and after deducting therefrom any amount under Clause 1.2, upon the expiry of the Lease Period, provided that the Lessee shall have fully discharged its obligations under this Agreement.

2. Payment of Rental

- 2.1 The Lessee shall during the Lease Period pay the Lessor in advance, punctually without demand and free of any deduction counterclaim or setoff, the Initial Payment and the Rental and other charges (if any). The Initial Payment, equivalent to the first month's rent, shall be paid on or before the signing of this Agreement. Subsequent monthly rents are due on or before each Due Date. In this Clause 2.1, time is of the essence and the Lessee's failure to pay any sum by the date it becomes due shall be deemed a repudiation of this Agreement on the part of the Lessee.
- 2.2 All payments due hereunder shall be made to the Lessor at the address stated herein or at such other address as the Lessor may from time to time communicate to the Lessee. Any payment made by post shall be at the risk of the Lessee.
- 2.3 If the Lessee has arranged to pay the Rental to Lessor by Inter-Bank GIRO, Lessor shall be entitled to charge Lessee an administrative charge of a minimum SGD\$5.00 per unsuccessful GIRO transaction.
- 2.4 The Lessee shall pay the Lessor interest for late payment of any amount remaining unpaid after the date it becomes due at a rate of 18.00% per annum, before as well as after judgment, until full payment of the same. In addition, the Lessee shall pay the Lessor a minimum administrative charge of SGD\$10.00 a month on any amount not paid by the date it becomes due.
- 2.5 The Lessor may, at the discretion of the Lessor, appoint any person to be the Lessor's agent for the collection of payment payable under this agreement.

3. Increase in Taxes, Insurance Premiums and Other Charges

Unless specifically excluded in the Schedule, the rent provided in the Schedule to this Agreement is based on existing legislation, taxes, insurance premiums, and maintenance charges. Therefore, any increase in taxes, insurance premiums, or maintenance charges for any reason whatsoever or the imposition of any additional duty or tax by reason of changes in legislation shall be borne by the Lessee and payable upon demand. A statement from the Lessor on the amount payable herein shall be final and conclusive.

4. Insurance and Road Tax

- 4.1 The motor insurance on the vehicle shall at all times be taken out in the name of the Lessor. If the premium for the insurance is not included in the rental, the Lessee shall make advance payments of the premiums (plus a processing/administration fee charged by the Lessor) on a yearly basis. The first-year premiums shall be paid on or before the signing of the agreement, and thereafter, not less than 14 days before each expiry date or upon demand by the Lessor.
- 4.2 The Lessee shall, upon demand, pay the Lessor the excess amount as stated in the insurance policy in respect of each and every instance in which the Vehicle is damaged or, if so required under the insurance policy, regardless of whether the damage or the reason was attributed to or caused by the Lessee. Such excess amount includes additional insurance excess chargeable if (i) the Lessee and/or named driver of the Vehicle is below 22 years of age or has less than 2 years of legal driving experience, or (ii) the Vehicle was driven by an unnamed driver.
- 4.3 In the event of an accident, the Lessee shall follow strictly to the procedures prescribed in the insurance policy for such an event, and in any event, the Lessee shall take the following actions:
 - 4.3.1 Obtain the vehicle registration number, names, contact numbers, and addresses of parties involved, including any witnesses to the accident.
 - 4.3.2 Do not admit fault or liability for the accident.
 - 4.3.3 Immediately (within 24 hours), notify the Lessor of the accident.
 - 4.3.4 Supply a copy of the Police Report (where applicable) and such information and assistance in connection with the accident as the Lessor or its insurers may require.
- 4.4 In the event that the Lessor is unable, for any reason whatsoever, to claim on the insurance policy for any loss or damage to the Vehicle, the Lessee shall indemnify and keep the Lessor indemnified against such loss or damage. The Lessee shall also remain fully liable for the entire balance of the Rentals payable under the Agreement.

- 4.5 The road tax on the vehicle shall always be the responsibility of the Lessor. However, if the road tax is not included in the rental, the Lessee shall make yearly advance payments to the Lessor, covering the road tax and any processing/administration fees charged by the Lessor. The initial payment for the first year's road tax should be made on or before the signing of this agreement, and subsequent payments are to be made not less than 14 days before each expiry date or upon demand by the Lessor.

5. Ownership of Vehicle

- 5.1 The Vehicle is the property of the Lessor, and the Lessee shall have no right to the Vehicle other than as a Lessee. The Lessee shall not do, permit, or cause anything whereby the rights of the Lessor are or may be prejudiced or affected.
- 5.2 If the Lessor's rights or title to the Vehicle are infringed, jeopardized, or prejudiced as a consequence of any act by the Lessee or the named driver(s), the Lessee shall indemnify the Lessor against all costs, damages, expenses, or loss in connection with removing or remedying such infringement, jeopardy, or prejudice.
- 5.3 Notwithstanding anything stated herein, the Lessee shall allow the Lessor to inspect the Vehicle upon reasonable request. The inspection shall take place at any of the Lessor's offices as determined by the Lessee or at such other place as determined by the Lessor.

6. Use and Custody of Vehicle

- 6.1 The Lessor or the Distributor will deliver the Vehicle to the Lessee within ten (10) days, or such other extended time as the Lessor and Lessee may agree upon in writing, from the due registration of the Vehicle. The Lessee shall, at its own expense, arrange and take delivery of the Vehicle upon notice from the Lessor or its agent/representatives."
- 6.2 The Lessee shall at all times use the Vehicle in a lawful manner and for lawful purposes only. The Lessee shall not use the Vehicle in any manner that contravenes the terms of the insurance policy on the Vehicle or in a manner prejudicing any claim under the said insurance policy or invalidating the said insurance policy.
- 6.3 The Lessee shall, at all times, observe all traffic regulations and laws. In the event of a breach thereof, the Lessee shall immediately inform the Lessor and, unless otherwise directed by the Lessor, pay all fines and penalties that may be incurred. The Lessee shall also respond to all Police and Traffic Summonses, Notices, and Inquiries in connection therewith. If the Lessee fails to pay such fines or penalties, the Lessor reserves the right to pay them on behalf of the Lessee. The Lessee shall reimburse the Lessor for the payment and additionally pay the Lessor an administrative fee of SGD\$50.00 for each instance.
- 6.4 The Lessee shall ordinarily keep the Vehicle at the address as set out in the Schedule or such other address as the Lessor may, upon the Lessee's request, approve in writing, and shall further keep the vehicle free from distress, executive or any other enforcement or legal proceedings.
- 6.5 In the event that the Vehicle is driven in excess of the mileage limit (if any) prescribed in the Schedule, the Lessor may impose on the Lessee charges of SGD\$0.40, or such other amounts as the Lessor deems fit, for each kilometre in excess of the mileage limit. The Lessor may also charge the Lessee for any additional servicing required in respect of the excess mileage. Such charges are payable in accordance with the terms of the Lessor's invoice.

7. Service / Maintenance of Vehicle

- 7.1 The Lessee agrees covenants and undertakes, at his own cost and expense, to:-
- 7.1.1 Comply at all times with the instructions contained in the Vehicle manufacturer's manual and do not do anything that would render the Vehicle manufacturer's warranty for the vehicle void and/or inapplicable.
- 7.1.2 Use premium-grade petrol for the Vehicle (or such other fuel as is recommended by the manufacturer), and ensure that the Vehicle has sufficient oil and water at all times, and that the tire pressure is at the prescribed level.
- 7.1.3 Keep and maintain the Vehicle in good mechanical, operational, and roadworthy condition. Also, maintain the vehicle in a clean state and promptly report to the Lessor if there is any missing, damaged, or defective part.
- 7.1.4 Maintain and service the Vehicle: (i) at intervals and in a manner prescribed in the package (where applicable); or (ii) where there is no package, every 6 months (beginning from the Commencement Date) or every 10,000 kilometers, whichever is earlier, or at such times, frequencies, or intervals and in such a manner as recommended by the Distributor and/or manufacturer of the Vehicle and/or requested by the Lessor.
- 7.1.5 Cause the Vehicle or any accessory thereof to be serviced, repaired, replaced, or adjusted only: (i) at a garage stipulated in the Package (where applicable); or (ii) where there is no Package, at a garage authorized by the Lessor and indicated in the Schedule.
- 7.1.6 Comply at all times with the instructions and terms of the Package (where applicable) and do not do anything to breach the same.
- 7.1.7 Pay for any maintenance work, service, repairs, replacements, or adjustments to the Vehicle that is not covered by: (i) the Package (where applicable); (ii) the Vehicle manufacturer's and/or Distributor's warranty.
- 7.1.8 Promptly notify the Lessor of all cases of breakdown or damage and, as far as possible, provide particulars of any damage and the location of the Vehicle.
- 7.1.9 Promptly report any faulty operation or other defects experienced by the Lessee or named driver(s) of the Vehicle.
- 7.1.10 For mileage exceeding 20,000 km, the following charges apply.
- (a) 20,000km – 25,000km =SGD\$2,000.00
- (b) 25,001km – 30,000km =SGD\$2,500.00
- (c) 30,001km – 50,000km =SGD\$4,000.00

- 7.2 In the event that any servicing, repairs, replacements, or adjustments to the Vehicle or any accessory thereof are done or permitted by the Lessee and/or the named driver(s) to be done by garages other than that stipulated in 7.1.5, the Lessee shall be solely responsible or liable for the costs and expenses of the servicing, repairs, replacement, or adjustments. The Lessee shall indemnify and keep the Lessor indemnified for all costs, expenses, and damages whatsoever incurred by the Lessor as a result of such unauthorized servicing, repair, replacements, or adjustments, including the costs of reinstating (if possible) the Vehicle manufacturer's warranty and/or the Package if the same is voided or made inapplicable.
- 7.3 In any event, the Lessee shall indemnify and keep the Lessor indemnified against all costs incurred in servicing, repairs, replacement, or adjustment required to be done to the Vehicle due to any damage or defect caused by the Lessee or named drivers' negligent use of the Vehicle.
- 7.4 If the Vehicle is maintained under the Package, the Lessor may, at its absolute discretion, provide the Lessee with either of the following (but not both):
- (i) The Lessor may compensate and reimburse the Lessee for the necessary transportation costs incurred arising from or in connection to the Vehicle being serviced or maintained at the garage, subject to a maximum reimbursement of SGD\$60.00 per day for each and every regular servicing or maintenance needed and performed on the Vehicle.
- OR
- (ii) If the time taken to effect service, repairs, and/or maintenance to the Vehicle exceeds 24 hours, the Lessor may arrange to provide the Lessee with a courtesy vehicle of similar seating capacity within Singapore only, provided that (a) the Lessee shall be responsible for the petrol expended in using the courtesy vehicle, and the Lessee shall return the courtesy vehicle with the same amount of premium-grade petrol as when the Lessee first took the courtesy vehicle; (b) the Lessee shall arrange for the collection of the courtesy vehicle at such address as the Lessor decides; and (c) unless inapplicable, the terms of this Agreement shall similarly apply to and govern the use of the courtesy vehicle.
- 7.5 Any repair/replacement for a vehicle that comes with an original turbo engine is borne by the Lessee.
- 7.6 Speeding above 120km/h will result in a fine of S\$300.00 imposed on the Lessee.

8. 24-Hours Emergency Breakdown and Towing Service

- 8.1 Unless specifically excluded in the Schedule, the Lessor shall, through the Distributor or other independent contractor(s), provide, within Singapore, a 24-hour Emergency Breakdown and Towing Service to the Lessee at prevailing costs or fees determined at the Distributor's or other independent contractor's sole discretion and chargeable to the Lessee, in the event the Vehicle suffers a breakdown or encounters an accident. The Lessor shall not be liable to the Lessee in respect of any claim, loss, or damage arising from the said service provided by the Distributor or other independent contractor. For the avoidance of doubt, the Lessee agrees that the following events do not constitute a breakdown: -
- 8.1.1 Punctured tyres;
 - 8.1.2 Vehicle keys locked inside the Vehicle and;
 - 8.1.3 The Vehicle running out of petrol

9. Exclusion of Liability

- 9.1 The Lessor gives no warranty or representation, express or implied, of any kind, including as to the Vehicle's quality or fitness for any purpose, in respect of the Vehicle.
- 9.2 In taking possession of the Vehicle, the Lessee shall be deemed to have satisfied himself that the Vehicle is roadworthy and in good, proper, and safe mechanical and operational condition. The Lessee shall indemnify and keep the Lessor indemnified against all loss and damage resulting from the presence, use, and operation of the Vehicle and shall not claim against the Lessor for any loss, damage, or injury sustained by the Lessee in connection with the Vehicle.

10. Termination by the Lessor

- 10.1 The Lessor shall be entitled to terminate the Agreement and the hiring hereby constituted and retake possession of the Vehicle if
- 10.1.1 The vehicle is damaged beyond repair, amounting to a total loss; or
 - 10.1.2 The vehicle is reported or confirmed missing or stolen by the Lessee or any authorities; or
 - 10.1.3 Any representation, warranty, statement, covenant, or undertaking by the Lessee in this Agreement or any document or information provided by the Lessee is false or misleading, or which the Lessor has reason to believe is false or misleading; or
 - 10.1.4 The Lessee shall be in breach of any term or condition of this Agreement, PROVIDED ALWAYS THAT the Lessor shall not exercise any power of retaking possession of the vehicle:
 - (i) Arising out of any breach relating to the non-payment of rental or any sums agreed to be paid by the Lessee under this Agreement until the Lessor has served the Lessee with a notice in writing requiring the payment of arrears of rental or any sums to be made within 7 days after the service of the said notice on the Lessee, and such payment has not been made within 7 days; and
 - (ii) In respect of any breach that is remediable, other than that aforesaid, if the Lessee makes full remedy of the said breach to the satisfaction of the Lessor within [14] days of the same, together with payment to the Lessor of any costs and damage suffered by the Lessor by reason of the said breach.
 - 10.1.5 There occurs, in the reasonable opinion of the Lessor, a material adverse change in the financial position of the Lessee, or there occurs, in the reasonable opinion of the Lessor, any situation that has materially adversely affected or may materially adversely affect the ability of the Lessee to perform any of its obligations under this Agreement.

21. Indemnification

The Lessee shall indemnify the Lessor against all actions, claims, loss, liabilities, or damages arising out of any breach of this Agreement by the Lessee or in respect of the use of the Vehicle. The Lessee shall also bear all costs and expenses (including legal costs on a full indemnity basis) incurred by the Lessor in exercising the Lessor's rights or remedies under this Agreement and/or enforcing the terms and conditions of this Agreement.

22. Amendments

It is hereby agreed that the Lessor shall be at liberty to vary, whether by addition, modification, or removal of any provisions herein, at the absolute discretion of the Lessor.

23. Implied Terms and Conditions

23.1 It is hereby agreed and declared that the terms and conditions of this Agreement in favour of the Lessor are in addition to, and not in substitution for, the terms and conditions implied in law in favour of the Lessor, except insofar as such implied terms and conditions are inconsistent with this Agreement.

23.2 Any of the Lessor's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to the Lessor, to the effect that such rights are cumulative and exclusive of each other.

23.3 A person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act 2001 to enforce any of its terms.

24. Set-Off or Transfer

Without prejudice to the rights that the Lessor may be entitled to under the law, the Lessee fully understands that the Lessor may, at any time (but shall not be obliged to), without prior notice to the Lessee, combine all or any of the Lessee's other agreements, accounts, or liabilities with or to the Lessor (whether in Singapore or elsewhere) and set off or transfer any credit balances, overpayments, and any sum standing in credit or in favour of the Lessee towards the satisfaction of the Lessee's obligations or liabilities with or to the Lessor on any other agreement and account, whether such obligations or liabilities are present or future, actual or contingent. If such combination, consolidation, set-off, or transfer requires the conversion of one currency into another, the Lessor is hereby authorized to effect any such necessary conversions at the Lessor's sole discretion and at any currency exchange rate that the Lessor deems fit or reasonable without prior notice to the Lessee.

25. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore, and the Lessee hereby submits to the non-exclusive jurisdiction of the Singapore Courts.

26. Severance

If any provision in this Agreement is void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof, and the remainder of the affected provision.

27. Notice/Demand

Any notice or demand required to be given to the Lessee pursuant to this Agreement shall be sufficiently served if sent by post or delivered to the address stated in The Schedule or to the last known address of the Lessee. It shall be deemed to be made or given on the day it was left or the day following that on which it was posted, as the case may be, notwithstanding that the letter may be returned by or lost through the post.

28. Disclosure and Data Protection


28.1 Notwithstanding anything in this Agreement, the Lessee hereby gives consent to the Lessor to collect, use, and disclose the Lessee's data and/or information given in or arising from this Agreement and/or any other documents submitted in connection thereto for the purpose of: (i) carrying out and putting into effect the transaction contemplated by this Agreement; (ii) conducting checks to ensure compliance with Lessee's covenants, obligations, and undertakings under this Agreement; (iii) conducting checks on the Lessee's financial standings with any credit bureau and/or credit reference agency without liability or further notice to the Lessee; (iv) submitting Lessee's data, credit history, payment records, and/or all related information arising from this Agreement or other transactions between the Lessee and HCAP to any credit bureau; and (v) complying with such collection, use, or disclosure required or authorized under any other laws, or reasonably required in the course of HCAP's ordinary business.

28.2 Pursuant to the requirements of the Personal Data Protection Act 2012 (the "Act"), where applicable, the Lessee also agrees to be fully bound by the terms and conditions set out in the Lessor's Privacy and Data Protection Policy, found at the company's email. The Lessee shall continue to be bound by these terms notwithstanding any amendments or changes made by the Lessor from time to time.

29. Early Termination

29.1 In the event that the lessee, who has entered into a contract for all cars for a specified period, wishes to terminate the agreement prior to the agreed-upon end date, the lessee shall be responsible for the payment of the remaining rental fees for the unexpired term. Additionally, the lessee acknowledges that the deposit paid at the commencement of the agreement will be waived as part of the early termination process.

Signed By Lessee:


 (Lessee Name: ALVIN LIM ZHI HA0)
 (NRIC: S9147916)

GUARANTEE (where applicable)

30. In consideration of the Lessor entering into this Agreement at the request of the Guarantor, the Guarantor hereby undertakes and agrees with the Lessor as follows:
- 30.1 The Guarantor guarantees (by way of continuing security) the payment by the Lessee of all sums due under the Agreement and the due performance of all the Lessee's obligations under it.
- 30.2 The Guarantor's liability under this guarantee shall not be impaired or discharged by reason of any time or other indulgence granted by the Lessor to the Lessee, or by reason of any arrangement entered into or composition agreed upon by the Lessor modifying (by operation of law or otherwise) the rights and remedies of the Lessor or any omission on the part of the Lessor to enforce any of the Lessor's rights against the Lessee.
- 30.3 The Lessor shall be at liberty (but not obliged) to vary, exchange, abstain from perfecting, or release any other securities held or to be held by the Lessor for or on account of money intended to be secured by this guarantee or any part of it without affecting the Lessor's rights against the Guarantor by doing so.
- 30.4 The Guarantor shall rank in any insolvency in respect of any sum paid by the Guarantor under this Guarantee and in respect of any rights that may accrue to the Guarantor in respect of any sum so paid, and be entitled to enforce those rights only after all sums secured by this Guarantee have been paid in full.
- 30.5 This guarantee shall be in addition to any other guarantee or other security for the Lessee that the Lessor may hold now or later.
- 30.6 Though as between the Guarantor and the Lessee, the Guarantor is a surety only for the Lessee, yet as between the Lessor and the Guarantor, he shall be deemed the principal debtor for all the monies the payment of which is hereby guaranteed. Accordingly, the Guarantor shall not be discharged, nor shall the Guarantor's liability be affected in any way by any fact, circumstance, act, omission, or means whatsoever, whether known to the Lessor or not, whereby the Guarantor's liability hereunder would have been discharged if the Guarantor had not been a principal debtor.
- 30.7 This guarantee shall be governed by the laws of the Republic of Singapore, and the Guarantor herein agrees to submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.
- 30.8 If the guarantor is two (2) or more persons, all obligations of the Guarantor shall be construed as joint and several, and the expression "Guarantor" shall mean each of such persons. In this guarantee, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa. References to persons include references to corporations where appropriate.
- 30.9 Notwithstanding anything in this Agreement, the Guarantor hereby gives consent to the Lessor to collect, use, and disclose Lessee's data and/or any information given in or arising from this Agreement and/or any other documents submitted in connection thereto for the purpose of (i) carrying out and putting into effect the transaction contemplated by this Agreement; (ii) conducting checks to ensure compliance with Guarantor's covenants, obligations, and undertakings under this Agreement; (iii) conducting checks on Guarantor's financial standings with any credit bureau and/or credit reference agency without liability or further notice to the Guarantor; (iv) submission of Guarantor's data, credit history, payment records, and/or all related information arising from this.