



Auto
Consultants
Pte Ltd

Company Registration No. 199607198R

51 UBI AVE 1, #02-25 PAYA UBI INDUSTRIAL PARK, SINGAPORE 408933 TEL : (065) 62563561 FAX : (065) 62564315

To : M/s EQ INSURANCE COMPANY LTD

Date: 08/11/2018

THIRD PARTY DIRECT SETTLEMENT

Vehicle No.	GW 5801T (Insd Veh)	Your Ref. No. : DM18HO00029
	SKM 2959Y (TP Veh)	Our Ref. No. : CC4/EQI18000427/Ahb3s2
Date of Accident	1/1/2018	

Liability	100%	
Final Repair Cost	: \$ 1,693.81	(W/GST)
Loss of Use	: \$	days
Rental (If any)	: \$ 240.00	2 days
Others:	: \$ 2.00	
	: \$	
	1,935.81	
Final Settlement Sum	: \$ 1,935.81	
Remarks	:	

Payment Instruction: Payee's Breakdown

1)	PROGRESSIVE AUTOMOTIVE PTE LTD	: \$ 1,935.81
		: \$

NUR SHAQILAH

LKK Auto Consultants Pte Ltd



PROGRESSIVE AUTOMOTIVE PTE LTD

Blk 3022A Ubi Road 1 #01-45/46 Singapore 408716

Tel.: 6741 5336 (6 Lines) Fax: 6741 7208

E-mail: progauto@progauto.com.sg

Reg. No.: 201006949C

We specialise in repairing, panel beating, spray painting of all kinds of Vehicles and also insurance claims. All enquiries are welcome.

Our Ref: TP 0118-4892

13.03.2018

EQ Insurance Company Ltd
5 Maxwell Road #17-00 Tower Block
MND Complex Singapore 069110

Attn: Motor Claims Department

Dear Sir,



ACCIDENT INVOLVING VEHICLE: SKM 2959 Y & GW 5801 T ON 01/01/2018

We are the authorized repair workshop for the owner of motor vehicle no: **SKM 2959 Y** which was involved in the above captioned accident with your insured vehicle: **GW 5801 T**. The vehicle owner has requested and authorized us to assist him in presenting the claim against the party responsible for the damage to the vehicle.

As the accident was caused by the negligent act of your insured driving, we are submitting these claims for your consideration on behalf of the owner/claimant.

01)	Cost of Repair (incl gst)	\$	1,693.81
02)	GIA Search Fee	\$	2.00
03)	Reimbursement - Loss of Use (02 days x \$200/day)	\$	400.00
		\$	<u>2,095.81</u>

We enclosed herewith the following documents to support the claims:-

- a) Letter of Authorisation / GIA report(s) / Insurance Certificate, etc...
- b) Final Tax Invoice / Car rental No 7104 / GIA Search Fee

Kindly look into the matter and let us hear from you on the settlement of our customer's claims as soon as possible.

Please note that it is a condition of any settlement reached that it shall be without prejudice to any personal injury claim (if any) of the owner/claimant.

Thank you
Yours faithfully

Soo
For Progressive Automotive Pte Ltd
Email : lksoo@progauto.com.sg

WITHOUT PREJUDICE	
ACKNOWLEDGE RECEIPT ONLY	
OUR REF:	DM18HT0 00029
OIC:	Francis Ng 15/03/18
EQ Insurance Co. Ltd	



Auto
Consultants
Pte Ltd

51 UBI AVE 1, #01-25 PAYA UBI INDUSTRIAL PARK, SINGAPORE 408933 TEL : (065) 62563561 FAX : (065) 67414108

Our Ref: CC4EQI18000427/Ahb3

10 JANUARY 2018

HRC HARVEST RESOURCES PTE LTD

BLK 3016, BEDOK NORTH AVE 4,

EASTECH BUILDING

#08-28

SINGAPORE 489947

Dear Sir/Madam,

ACCIDENT INVOLVING GW 5801T AND SKM 2959Y ON 01.01.18

We refer to the above accident where we are acting for EQ INSURANCE COMPANY LIMITED to resolve the claim against you and/or your authorized driver under the Auto Insurance policy taken up with them.

Based on the accident report and accident scenario, liability is down against us. We will therefore proceed to negotiate for an amicable settlement with the Third Party.

Should you however wish to further discuss on the matter prior to our negotiations and settlement, please contact us within 10 days from the date of this letter.

Please note that your No-Claim Discount (NCD)(if any) will be affected and reduced by 30% (20% for commercial vehicles) upon next renewal due to this Third Party claim. However, if your policy has a NCD protector feature, it will be deemed utilized for this claim and your NCD will be protected.

Please call us if you have further queries.

Yours faithfully,

Siti

Case Handler

DID: 6256 3561

FAX: 6741 4108

Email: vicalpeh@lkkauto.com

c.c. *EQ INSURANCE COMPANY LIMITED*
(Motor Claims Dept)



PROGRESSIVE AUTOMOTIVE PTE LTD

Blk 3022A Ubi Road 1 #01-45/46 Singapore 408716

Tel: 6741 5336 (6 Lines) Fax: 6741 7208

E-mail: progauto@progauto.com.sg

Reg. No.: 201006949C

We specialise in repairing, panel beating, spray painting of all kinds of Vehicles and also insurance claims. All enquiries are welcome.

Date : 13/3/2018

Our Ref : TP 0118-4892

I / We SUNINDER SINGH BAJAJ Nric No S7333340G

Residing at 38A Luykong Tiga S(417460) owner of

Vehicle No SKM 2959Y hereby authorize PROGRESSIVE AUTOMOTIVE PTE LTD at

Blk 3022A Ubi Road 1 #01-45/46 Singapore 408716 to resolve the above matter.

In respect of this authorization, I / We confirmed to accept whatsoever settled or agreed by them

and also agreed that all Payments include Loss of Use to make in favour of

PROGRESSIVE AUTOMOTIVE PTE LTD.

I / We am/are fully aware that all settlement made in respect of the accident occurred on

11/1/2018 Along / at Blk 208A Carpark (Beside Bedok Mall) will be full and

Final discharge of the claims inclusive of damages, loss of use etc.



SIGNATURE OF OWNER

THIRD PARTY DISCHARGE VOUCHER

I / We SUVINDER SINGH RAJAT agreed to accept the sum of
(SGD 2095.81) _____ in full and

Final Settlement of all claims that I / We or may hereafter have against the driver / owner of motor

Vehicle no GW 5801T and or EQ

For damaged / Loss to motor vehicle no SKM 2959Y arising from an accident

on 4/1/2018 Along Blk 208A carpark (Behind Bidet Mall)

I / We hereby authorised you to make payment without admission of liability on the part

of SKM 2959Y or your insured direct to M/s **PROGRESSIVE AUTOMOTIVE PTE LTD**



SIGNATURE OF CLAIMANT

NRIC No

S7333340G

PROGRESSIVE AUTOMOTIVE PTE LTD

Blk 3022A Ubi Road 1 # 01-45/46

Singapore 408716

Tel: 6741 5336 Fax: 6741 7208

Email: progauto@progauto.com.sg

SIGNATURE OF WITNESS

PROGRESSIVE AUTOMOTIVE PTE LTD

Bik 3022A Ubi Road 1 #01-45/46 Singapore 408716
TEL: 6741 5336 FAX: 6741 7208 Email: progauto@progauto.com.sg
GST 201006949C RCB NO: 201006949C

M/S : SUVINDER SINGH BAJAJ
38A LENGKONG TIGA
SINGAPORE 417460

ATTN:

Your Ref No: TP 0118-4892
Claim Type: Third Party
Accident Date: 01/01/2018
TP Veh Reg No: GW5801T

Claim No: EST1503134
Ref No: PS1502276
Date: 10 Mar 2018
Policy No: VPA/P1470992
Veh Reg No: SKM2959Y
Make/Model: VOLKSWAGEN
PASSAT 1.8 TSI AT
3624H7 HID
Chassis No: WVVZZZ3CZEE044849
Engine No: CDA426296
Reg. Date: 17/02/2014

Final Repair Bill SKM2959Y

Description	U/Price	Quantity	Cost <u>SS</u>	Amount <u>SS</u>
Special Net				
1 FRONT NUMBER PLATE WITH CASING	35.00	1 SET	35.00	35.00
Spare Parts				
2 FRONT NUMBER PLATE GARNISH	75.00	1 PC	75.00	
3 FRONT BUMPER	800.00	1 PC	800.00	
4 FRONT BUMPER CLIPS	1.50	10 PC	15.00	
			890.00	
	Add 20%		178.00	1,068.00
Labour				
5 TO KNOCK OUT DENTS, FRONT BOTH FENDER, REMOVE, REPLACE ACCIDENT PARTS	200.00	1 JOB	200.00	
6 TO RESPRAY PAINT ON ACCIDENT PORTIONS	200.00	1 JOB	200.00	
7 TO CHECK WIRING	20.00	1 JOB	20.00	
8 TO REMOVE, REPLACE FRONT BUMPER SENSOR	60.00	1 JOB	60.00	
				480.00
			Total	SS 1,583.00
			Add GST at 7%	110.81
			Total Amount payable	SS 1,693.81

TOTAL: SINGAPORE DOLLAR ONE THOUSAND SIX HUNDRED NINETY THREE AND CENTS EIGHTY ONE ONLY

For PROGRESSIVE AUTOMOTIVE PTE LTD


PROGRESSIVE AUTOMOTIVE PTE LTD
Bik 3022A Ubi Road 1 # 01-45/46
Singapore 408716
Tel: 6741 5336 Fax: 6741 7208
Email: progauto@progauto.com.sg
AUTHORISED SIGNATURE



RECORDS MANAGEMENT CENTRE

**GENERAL INSURANCE ASSOCIATION OF SINGAPORE
RECORDS MANAGEMENT CENTRE**

6 Raffles Quay #18-00, Singapore 048580
Phone: +65 6224 0010 Fax: +65 6224 0030
Operating Hours: Monday to Friday 9am to 5pm
GST Registration No: M400017735

Third Party Insurer Enquiry

Our Ref No: GR-18-000297

Date of Request: 02/01/2018

Your Ref No:

Online Purchase

Progressive Automotive Pte Ltd
Blk 3022A Ubi Road 1
#01-45/46
Singapore 408716

Dear Sir/Madam,

Enquiry Date: 02/01/2018

Enquiry By: Lee Jia Min

TP Vehicle No: GW5801T

Accident Date: 02/01/2018

Enquiry Result

Vehicle No.	Insurer	Period of Insurance	Insurer Tel. No.
GW5801T	EQ Insurance Company Ltd	20/08/2017-19/08/2018	6223 9433

Thank You.

The images provided to you are taken from the original reports forwarded to the centre by the members of the General Insurance Association of Singapore and we take no responsibility for their accuracy or contents and shall be under no liability whatsoever for any loss or damage arising out of or in connection with the reports or their images.

This is a computer generated document and requires no signature.



**GENERAL INSURANCE ASSOCIATION OF SINGAPORE
RECORDS MANAGEMENT CENTRE**
6 Raffles Quay #18-00, Singapore 048580
Phone: +65 6224 0010 Fax: +65 6224 0030
Operating Hours: Monday to Friday 9am to 5pm
GST Registration No: M400017735

TAX INVOICE

Our Ref No: GR-18-000297

Date of Request: 02/01/2018

Your Ref No:

Online Purchase

Progressive Automotive Pte Ltd
Blk 3022A Ubi Road 1
#01-45/46
Singapore 408716

Dear Sir/Madam,

Enquiry Date 02/01/2018

Enquiry By Lee Jia Min

TP Vehicle No. GW5801T

Accident Date 02/01/2018

DESCRIPTION	AMOUNT (S\$)
TP Insurer Enquiry	
GST Amount	0.13
Total Amount Due (GST Inclusive)	2.00

Thank You.

This is a computer generated document and requires no signature.

For GIARMC Official use:

Date:

☒ [X] GIRO ☐ [] Cash ☐ [] Cheque

**EXPRESS RENTAL**

Bik 3022A Ubi Road 1 #01-45 Singapore 408716 Tel: 6841 8055 (2 Lines) Fax: 6741 7208

OFFICIAL RECEIPT

No: 5264

Date: 10/1/2018

Received from Suvinder Singh Bajaj
the sum of Dollars Four Hundred Only

being payment of RA 7104 / SKT 5534H

\$ 400/-
Cash/Cheque No.

All receipts subject to the clearance of cheque.

EXPRESS RENTAL

[Signature]
Authorised Signature

**EXPRESS RENTAL**

Blk 3022A Ubi Road 1 #01-45 Singapore 408716 Tel: 6841 8055 (2 Lines) Fax: 6741 7208

TP 0118-4892
SKM 2959Y**RENTAL AGREEMENT NO: 7104**

HIRER'S PARTICULAR		GUARANTOR / ADD. DRIVER	
Name :	Surinder Singh Bagaj	Name :	Harsahiba Kaur Rekhi
Address :		Address :	38A Lengkok Tiga # S47460
Nric No :	S7333340G	Nric No :	S8074473J
Tel (R) :		Tel (R) :	
H/P :	9144 8815	H/P :	9108 5551
Off :		Off :	
Licence Expiry :	Class : 3	Licence Expiry :	Class : 3
Driving Experience :	Age :	Driving Experience :	Age :
Co.Name/ Address :		Co.Name/ Address :	
Occupation :		Occupation :	
Make :	Mercedes Benz	Vehicle No :	SKT 5534H
RENTAL CHARGES		METHODS OF PAYMENT	
Hours @\$	per hour	Cash	Cheque No.
2 Days @\$ 200	per day	Bill Co:	
Weeks @\$	per week	Credit Card No:	
Monthly @\$	per month	Exp. Date	
SUB-TOTAL		Type:	
Deposit		INSURANCE EXCESS CLAUSE	
TOTAL CHARGE 400		Hirer is responsible for the first S\$ 3000 excess for collision / damage / fire & theft for the first party (i.e. EXPRESS RENTAL'S) vehicle and also first S\$ excess for collision / damage / fire & theft to third party's vehicle for each and every accident / damage.	
CHECK OUT		CHECK IN	
Date Out 8/1/18	Time Out 1112	Date In 10/1/18	Time In 1335

HIRER'S DECLARATION

I have read the terms & conditions on overleaf of this rental agreement. I acknowledge receipt of vehicle in good condition plus accessories and if I opt to pay by credit/charge card, my signature here is to deemed to have been made on the application credit card charge slip. I am aware that Express Rental may have to take necessary steps by contact my employer in order to qualify me as a hirer.

Harsahiba Kaur

Hire's Signature

EXPRESS RENTAL

TERMS AND CONDITIONS OF HIRE

THIS AGREEMENT IS MADE BETWEEN:

(1) Express Rental a company incorporated under the laws of the Republic of Singapore and having its registered address B1-3022A Ulu Road / #01-45 Singapore 408718

WHEREBY IT IS AGREED AS FOLLOWS:

1. Agreement for hire

The Owner will let and the Hirer will take on hire the vehicle described in the Schedule hereto ("the Vehicle") and which expression shall include replacement vehicles and all additions and accessories thereto, whether made before, on or after the date of this Agreement upon the terms and conditions hereinafter set out and the Hirer shall be a mere bailee of the Vehicle and no interest whatsoever in the Vehicle shall pass to the Hirer.

2. Commencement and period of hire

The hiring shall commence on the date and at the time specified in the Schedule hereto and shall continue for the period therein specified and end on the date and at the time therein stated unless the period of hire has been extended in the manner provided in clause 11 hereof.

3. Hire rental

- 3.1 The Hirer shall pay to the Owner the rental for the hire of the Vehicle calculated at the rate specified in the Schedule hereto ("Hire Rental").
- 3.2 Payment of the Hire Rental may be effected by way of cash or such other method as may be acceptable to the Owner.
- 3.3 The manner and time of payment of the Hire Rental shall be as specified by the Owner to the Hirer.
- 3.4 The Hire Rental or any part thereof shall not be refundable under any circumstances except as otherwise provided herein.

4. Examination of Vehicle upon collection

Upon collection of the Vehicle, the Hirer shall immediately examine the state and condition of the Vehicle including the paint and body work of the Vehicle, and shall forthwith notify the Owner of any damage known defects whatsoever to the said Vehicle. If the Hirer fails to do so, the Hirer shall be deemed to have accepted and agreed that the Vehicle is in all respects in a good physical condition, roadworthy in a proper and safe working condition and fully equipped with audio equipment, fittings, accessories, tools and spare tyre.

5. No warranty by Owner

No warranty or representation of any kind is given or made by the Owner or its servants and agents in respect of the Vehicle and the Owner shall not be held liable for any injury, damage or loss of any kind whatsoever suffered by the Hirer and/or any third party as a result of the Vehicle or any part thereof being faulty, unusable, out of order or defective.

6. Care use and custody of Vehicle

- 6.1 No person, other than the Hirer and the additional driver (if any) as named in the Schedule hereto, shall drive the Vehicle without the prior written consent of the Owner.
- 6.2 The Hirer shall at all times drive or cause the Vehicle to be driven in a careful and skilful manner and in accordance with the Highway Code and all other traffic rules and regulations for the time being in force in Singapore or elsewhere, as the case may be.
- 6.3 The Vehicle shall not be used for racing, speed trials, the towing of other vehicles, the carrying of goods and/or passengers for hire or reward, the giving of driving lessons and any illegal or immoral activities.
- 6.4 The Vehicle shall not be taken outside the Republic of Singapore except with the prior written consent of the Owner.
- 6.5 The Hirer agrees to take proper care of the Vehicle during the period of hire and to ensure that the Vehicle is at all times properly parked and locked when not in use.
- 6.6 Not more than 4 passengers may be carried in the Vehicle at any one time.
- 6.7 The Hirer shall not make any alterations, additions, modifications or changes to the Vehicle whatsoever without the prior written consent of the Owner.
- 6.8 The Hirer shall at all times keep the Vehicle in his possession and custody and shall not part with such possession or custody to any other person.

7. Warranties by the Hirer

The Hirer hereby warrants that he, the additional named driver (if any) and, where applicable such other person(s) as may be permitted by the Owner under clause 7.3 hereof to drive the Vehicle:

- 7.1 are between the ages of 25 and 90
- 7.2 each holds a current driving licence valid under the laws of Singapore enabling him to drive the Vehicle
- 7.3 each has at least 2 year of satisfactory driving experience of a vehicle in the same category or class as that of the Vehicle
- 7.4 are currently not under any disqualification or suspension from driving any vehicle
- 7.5 do not suffer from any mental or physical infirmity or uncorrected defective vision or hearing.

8. Insurance

- 8.1 Unless otherwise stated in the Schedule hereto, the Vehicle has been insured for use within the Republic of Singapore And Malaysia only.
- 8.2 The Vehicle is insured against all third party risks and liabilities as required by law.
- 8.3 All insurance coverage for the Vehicle shall cease to be effective immediately after expiry of the period of hire or extended period of hire, as the case may be.
 - (a) All damage to the Vehicle, however caused, must be reported to the Owner and a police report in respect thereof must be made within 24 hours from the time of occurrence of the incident. A copy of the police report shall be provided to the Owner as soon as practicable.
 - (b) The Hirer shall bear the cost of the repair or rectification of any damage however caused to the Vehicle whilst it is in the possession of the Hirer or the authorized driver. If the Vehicle so damaged is deemed by the Owner to be a total loss, the Hirer 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 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 shall also compensate the Owner all towing, storage and administrative charges.
 - (c) The Hirer shall bear the full Excess specified in the Agreement if in respect of insurance claim.
 - (d) The Hirer acknowledges that the insurance does not cover personal injuries or death to the driver of the vehicle.
- 8.4 In the event that the Vehicle or any part thereof is lost or damaged due to any collision accident or the happening of any of the risks insured against in respect of the Vehicle, then subject to clause 8.5 hereof, the Hirer shall forthwith make full payment to the Owner of the Excess sum specified in the Schedule hereto in respect of each and every incident, which payment shall be refundable to the Hirer PROVIDED THAT the Owner has first received an amount equivalent to the said Excess sum from any other insurance company or party.

9. Damage, destruction, theft of the Vehicle

- 9.1 In the event that the Vehicle or part thereof is damaged, destroyed or is the subject of theft, the Hirer shall report such damage, destruction or theft involving the Vehicle to the Owner, the police and other proper authorities and a copy of such report to the police and other proper authorities shall be given to the Owner within 24 hours of the occurrence of the incident.
- 9.2 The Hirer shall supply such information, drawings and assistance in connection with the incident as the Owner or its insurers may require. The Hirer shall also provide to the Owner or its insurers a copy of the police report and such other official reports or statements made by the Hirer concerning the incident.
- 9.3 The Hirer shall obtain the names and addresses of all the parties involved in and the witnesses to incident, if any and where possible and to inform the Owner of the same within 24 hours of the occurrence of the incident.
- 9.4 The Hirer shall not without the prior written consent of the Owner admit fault or liability for the incident.
- 9.5 Where the Vehicle has been damaged, the Hirer shall not without the prior written consent of the Owner give any instructions for or undertake any repair to the Vehicle or for the replacement of any parts thereof rendered necessary by the incident.
- 9.6 The Hirer agrees not to compromise any claim without the prior written consent of the Owner and shall allow the Owner to take over wholly the conduct of any negotiations (except in relation to claims by the Hirer for personal injuries) and effect any settlement with the other parties involved, and the Hirer agrees to abide by and observe any such settlement.
- 9.7 In the event of any damage or loss to the Vehicle caused by the negligence, fault, default, act or omission of the Hirer, his agents or servants which has resulted in the Owner's insurers repudiating liability for such damage or loss, the Hirer shall be liable for all damage to or loss of the Vehicle and shall indemnify and keep the Owner indemnified against all costs (including legal costs on a full indemnity basis), claims and liabilities (whether civil or criminal) relating to or arising out of such negligence, fault, default, act or omission.

10. Extension of period of hire

- 10.1 The Owner must be notified by the Hirer of any intended extension of the period of hire of the Vehicle at least 2 hours prior to the expiry of the initial period of hire.
- 10.2 The Owner shall have the discretion whether to agree or otherwise to any request for extension of the initial period of hire.
- 10.3 Where the Owner has agreed to the Hirer's request to extend the initial period of hire then, subject to clause 1.3 hereof, payment of the additional Hire Rental for the extended period of hire shall be made in advance to the Owner within 24 hours of such notification.

11. Return of Vehicle at end of period of hire

- 11.1 On or prior to the expiration of the period of hire, or extended period of hire, as the case may be, the Hirer shall return the Vehicle to the Owner in such good condition and state as the Vehicle was when first collected by the Hirer from the Owner together with all the audio equipment, fittings, accessories, tools and spare tyre, leaving the Vehicle at the same place where it was collected at the commencement of hire or at such other place as may be specified in the Schedule hereto.
- 11.2 If the Vehicle is returned with less than a full tank of premium grade petrol, the Hirer shall forthwith pay to the Owner such sum as may be determined by the Owner as being adequate to reimburse the Owner for topping up the level of the petrol.

12. Charges for late return of the Vehicle

If the Hirer shall fail to return the Vehicle at the expiration of the period of hire or extended period of hire, as the case may be, then without prejudice to the other rights of the Owner, the Hirer shall be liable to pay to the Owner, for every hour elapsing between the expiration of such period and the time the Vehicle is actually returned to the Owner, the sum specified as the Additional Hourly Charge in the Schedule hereto, which payment shall be made immediately upon the actual return of the Vehicle to the Owner.

13. Hirer's responsibility

- 13.1 The Hirer shall be responsible for and shall indemnify the Owner against all fines, penalties, summonses, court expenses and any other legal expenses, legal costs and expenses, damages in respect of the Vehicle and the driver of any Vehicle during the period of hire, and/or the extended period of hire.
- 13.2 The Hirer shall be liable for an and/or all damage, loss or injury to the Vehicle, the contents therein any person or property, save and except as is expressly held to be otherwise covered under an insurance policy.

14. Exclusion of liability

The Owner shall not under any circumstances be liable to make any payment to or indemnify the Hirer against any loss, injury or damage suffered by the Hirer or by any third party as a result of the presence or use of the Vehicle or as a result of any defect therein.

15. Breakdown/Towing service for the vehicle

- 15.1 A 24-hour breakdown/towing service is provided by the Owner for the Vehicle which is situated any where within the Republic of Singapore.
- 15.2 Notwithstanding clause 15.1 hereof:
 - 15.2.1 where the Hirer has instructed or directed any third party, other than the Owner or the Owner's authorised service shops, to attend to the towing or repair of the breakdown Vehicle, the Hirer shall be personally liable for the full costs and expenses incurred thereby and the Owner shall not be obliged to reimburse the Hirer for such costs and expenses.
 - 15.2.2 the Hirer shall be liable to pay a sum of Singapore Dollars Fifty (SGD 50) only to the Owner as service charge for services rendered in attending to any punctured tyres of the Vehicle, the filling up of the empty petrol tank of the Vehicle, or procuring replacement keys for the Vehicle where the Hirer, his servant or agent had misplaced them.
 - 15.2.3 the Hirer shall be also liable to reimburse the Owner such costs and expenses incurred in attending to any one of the matters specified in clause 15.2.2 hereof.

16. Change of Vehicle

- 16.1 The Owner may replace the Vehicle with an alternative vehicle of similar seating capacity and performance and the Hirer may accept such replacement vehicle upon the same terms and conditions as contained herein, in any of the following circumstances:
 - 16.1.1 if for any reason the Vehicle is not available at the time of the commencement of hire, or
 - 16.1.2 if the Vehicle was subsequently damaged without any fault, default or negligence, act or omission of the Hirer, his servants or agents, and without the Hirer, his servant or agent being in contravention of the conditions contained in this agreement, or any statute, rules or regulations for the time being in force.
- 16.2 If no such replacement vehicle is available or, if the Owner shall in its discretion decline to provide the replacement vehicle or if the Hirer refuses to accept the replacement vehicle, then the Hirer shall be refunded the Hire Rental or such monies paid by him to the Owner or a proportion thereof duly pro-rated having regard to the remaining period of hire and thereafter this Agreement shall be terminated PROVIDED ALWAYS THAT the termination of this agreement shall not affect any rights and remedies which may have already accrued to the Owner against the Hirer.

17. Re-possession

In the event of any breach of this Agreement by the Hirer, the Owner may without any prior notice to the Hirer resume possession of the Vehicle and for this purpose the Hirer hereby irrevocably authorises the Owner, by its servants and agents, to enter upon any premises in which the Vehicle is for the time being kept and to take possession thereof without being liable for any action or proceeding at the suit of the Hirer or any person claiming through or under him.

18. No Waiver

No relaxation, forbearance or indulgence by the Owner in enforcing any of the terms and conditions of the Agreement shall prejudice or affect the rights and powers of the Owner hereunder nor shall any waiver of any breach operate as a waiver of any subsequent or continuing breach.

19. Partial invalidity

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction, nor the legality or enforceability of any other provision.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and each of the parties hereto agree to submit to the jurisdiction of the courts of the Republic of Singapore in the event of any claims, disputes or legal proceedings arising out of or in connection with this Agreement.