



RENTAL AGREEMENT

No. R16110033

Date: 30 Nov 2016

VEHICLE PARTICULARS		PAYMENT	AMOUNT
Vehicle No.	: GX3303Y	Day	0.00
Make	: TOYOTA	Week	0.00
Model	: DYNA 150 D	Month: 1 months x 1450.00	1,450.00
Out (Date & Time)	: 30 Nov 2016 1153	Add HRS	0.00
In (Date & Time)	:	SUB TOTAL	1,450.00
HIRER PARTICULARS		GST	0.00
Name	: PERFECT RELOCATION	NETT AMOUNT	1,450.00
Address (Res)	:	SECURITY DEPOSIT	1,000.00
Tel	: 83338157J	REMARKS	
Name on Credit Card	:		
Credit Card No.	:	NOTE	
Payment Mode	:	Hirer must not carry sand and cement on the vehicle.	
MAIN DRIVER PARTICULARS		Please check engine oil and radiator water every morning.	
Name	: CHEN JUN MING	E-Cube Car Rental Pte Ltd will levy a service charge of S\$100 if the rented vehicle breaks down due to shortage of petrol/diesel.	
Address (Res)	: BLK 406 ANG MO KIO AVE 10 #10-723 Singapore 560406	IMPORTANT	
Driving License No.	: S8702119Z	It is essential that the vehicle be returned to us not later than the date stated above. On the expiration of that period, all third party or the insurance cover ceases to be effective. The rented vehicle shall be considered lost or stolen if it is not returned within twenty-four (24) hours after the expiry date and time.	
Passing Date	: 18/06/2015		
Date of Birth	: 30/01/1987		
NRIC/FIN/Passport No	: S8702119Z		
GUARANTOR PARTICULARS			
Guarantor Name	:		
Guarantor IC	:		
Guarantor Contact	:		
Guarantor address	:		

E-Cube Car Rental Pte Ltd reserves the right to amend any part of the terms and conditions without any given notices. Hirer and/or Driver is liable for all parking, traffic and smoky exhaust violations.

I have read and agree to the terms and conditions on all pages of this agreement.
I authorize E-Cube Car Rental Pte Ltd to process a credit card voucher if any for charges under this agreement including any miscellaneous charges.
All information I have given E-Cube Car Rental Pte Ltd in connection with this agreement is true.

Hirer's Signature

Guarantor's Signature

Rented out by

TERMS & CONDITIONS

1 AGREEMENT FOR HIRE

- 1.1 The Owner will let the Hirer take on hire the following terms and conditions the motor vehicle described in the Schedule hereto (herein after called "the vehicle") and the Hirer shall be a bailee of the vehicle and no interest in it shall pass to the hirer
- 1.2 The hiring shall commence on the date and at the time therein as stated extended as expressly requested by the Hirer

2 RESERVATIONS

- 2.1 Reservation of Vehicle with Owner for hire shall be made at least 3 working days in advance from scheduled collection day. Deposit in addition to rental must be paid for Vehicle reservation to be confirmed and deposit shall be forfeited if Hirer cancels reservation within 3 working days prior to scheduled Vehicle collection day. Hirer shall also be liable for rental for the whole of the reservation period

3 HIRE CHARGE

- 3.1 The Hirer having paid in cash prior to the commencement of this agreement the hire charge specified in the schedule no part of such charge shall under any circumstances be refundable except at the discretion of the owner
- 3.2 If the Hirer shall fail to return the vehicle at the expiration of the period of hire then without prejudice to the other rights of the Owner the Hirer shall pay to the Owner for every hour elapsing between the time of such expiration and the time the vehicle is returned to the Owner at such a rate the Owner may in its discretion think fit

4 LATE PAYMENT INTEREST

- 4.1 Hirer shall pay late payment interest at 1.5% p.m. for late payment of any sum due from Hirer under this Agreement. Such interest shall accrue from due date or agreed date of return of Vehicle by Hirer to Owner regardless of whether Hirer in fact returns Vehicle.

5 AGREEMENT FOR HIRE

- 5.1 The Hirer shall also pay in cash prior to the commencement of this agreement the deposit specified in the schedule hereto as security for the due performance and observance by the Hirer of all and singular the terms and condition on the part of the Hirer to be performed and observed Provided Always that the Hirer shall perform and observe all the said term repay the deposit to the Hirer without interest thereon
- 5.2 The Owner shall (without prejudice to his rights against the Hirer) be at liberty to retain out of such deposit:
- the amount of any loss of damage for which the Hirer is responsible hereunder
 - Any amount due or owing to the Owner by the Hirer
 - Any additional charge payable hereunder
- 5.3 The Hirer shall not be entitled to deduct or offset any outstanding hire charges or any other any amount payable hereunder from the deposit during the said term
- 5.4 The deposit shall be forfeited immediately. If the Hirer breaches any terms and conditions in this agreement. If the Hirer returns the vehicle to **E-Cube Car Rental Pte Ltd** before the expiry of the hire period stated overleaf the hirer shall pay without prejudice to the rights of **E-Cube Car Rental Pte Ltd** as agreed liquidated damages for breach of contract a sum equal to the rental payable the remaining unexpired portion of the hire period stated overleaf, credit being given for any rental already paid for such unexpired portion

6 VEHICLE REPAIRS

- 6.1 The Hirer shall not service or permit the servicing of the vehicle and shall not make or permit to be made any repairs replacements or adjustments to the vehicle or any part or accessory thereof without the Owner's prior approval
- 6.2 In the event that any servicing or repairs replacements or adjustments to the vehicle or any part thereof is done or permitted by the Hirer or Authorized operator without the Owner's prior approval. The Owner shall not be responsible or liable for the costs or expenses and damages whatsoever incurred by the Owner as a result such unauthorized servicing repairs replacements or adjustments
- 6.3 Any servicing repairs replacements or adjustments required to be done by reason of any damage or defect caused by the negligent use of the vehicle by the Hirer or the Authorized Operator shall be borne by the Hirer

7 EXCLUSION OF LIABILITY

- 7.1 NO WARRANTY OR REPRESENTATION OF ANY KIND EXPRESS OR IMPLIED IS GIVEN BY THE OWNER IN RESPECT OF THE VEHICLE AND THIS AGREEMENT CONTAINS NO CONDITION OR WARRANTY EXPRESS OR IMPLIED AS TO ITS QUALITY OR FITNESS FOR ANY PURPOSE
- 7.2 THE OWNER SHALL NOT BE UNDER ANY CIRCUMSTANCES LIABLE TO MAKE ANY PAYMENT TO THE HIRER IN RESPECT OF OR TO INDEMNIFY THE HIRER AGAINST ANY LOSS INJURY OR DAMAGE SUSTAINED BY THE HIRER OR BY ANY THIRD PARTY AS RESULT OF THE PRESENCE OR USE OF THE VEHICLE OR AS A RESULT OF ANY DEFECT THEREIN OR BREAKDOWN THEREOF AND IN TAKING DELIVERY OF THE VEHICLE THE HIRER SHALL BE DEEMED TO HAVE SATISFIED HIMSELF THAT IT IS IN ALL RESPECTS ROADWORTHY AND IN A PROPER AND SAFE CONDITION

8 RETURN OF VEHICLE/CONDITION ON RETURN

- 8.1 Upon expiration or termination of this agreement the Hirer shall return the vehicle to the Owner at the renting location or at such other address as specified on the reverse side and on the due date stated on the reverse side in good order and condition (fair wear and tear resulting from the proper use thereof expected) failing which then Hirer shall be liable to reimburse the Owner for all costs of restoring the vehicle to such good order condition
- 8.2 The Vehicle will have a tankful of premium grade petrol or diesel whichever is applicable. Upon delivery to the Hirer and shall be returned by the Hirer at the end of the rented period with the same tankful of premium grade petrol or diesel, whichever is applicable, failing which the Hirer shall pay the Owner the cost of topping up the petrol or diesel whichever is applicable

9 REPOSSESSION

- 9.1 If the vehicle is not returned in accordance with clause 6 or if the Hirer is in breach of any of the terms of this agreement, the Owner shall be entitled to repossess the vehicle at the Hirer's expenses at any time without giving him prior notice (repossession fee S\$100.00) and the Hirer irrevocably authorizes the Owner his servants or agents to enter into and unto any premises in which the Vehicle may be in order to view, repair, inspect or to repossess the same without being liable to any actions or proceedings at the suit of the Hirer or any persons claiming under or through him

10 CARE USE AND CUSTODY OF VEHICLE

- 10.1 Observing the traffic regulations and laws and in the event of any breach thereof, the Hirer shall pay all fines and penalties which may be incurred and shall also answer all Police and Traffic Court Summonses, Notice and inquires in connection therein. In the event that the Hirer fails to pay such fines or penalties the Owner reserves the right to pay such charges on behalf of the Hirer to the authorities but Owner thereafter is entitled to be reimbursed in full in addition to imposing a surcharge not exceeding fifty dollars (S\$50.00) for service and administration costs by Owner against the Hirer
- 10.2 The Hirer shall ordinarily keep the vehicle at the Hirer's address as set out in the schedule hereto or such other address as the Owner may from time approve in writing and will keep the vehicle free from distress execution or other legal processes
- 10.3 The Hirer shall notify the Owner of the whereabouts of the vehicle
- 10.4 The Hirer shall not take or allow the Vehicle to be taken outside the mainland of the Republic of Singapore or off a paved road without the written consent of the Owner and shall keep the vehicle at all times in his possession and custody and not part with the possession of custody to any other person or persons except as herein provided
- 10.5 The Hirer shall use for the vehicle premium grade of petrol or such fuel as specified by the manufacturers of the vehicle
- 10.6 During the period of this agreement, the Hirer or its driver shall ensure that the Vehicle is provided with sufficient petrol motor oil (provided free at the Owner's premises only), water, prescribed tyre pressure and repair of punctured tyre at their own expenses failing which the Hirer shall be liable for the full cost of repairs including loss of rental income arising from the Hirer's or driver's negligence to keep the Vehicle or any inconvenience caused to the Owner
- 10.7 The vehicle must not be overloaded. At all times the vehicle must be provided with sufficient oil, water and the prescribed tyre pressure. The renter shall be responsible for any damage to the engine of vehicle due to insufficient motor oil or radiator water. In such an event the renter will have to pay **E-Cube Car Rental Pte Ltd** on demand the cost of repairs
- 10.8 Hirer shall at all times ensure vehicle is within serviceable mileage and shall send the vehicle to **E-Cube Car Rental Pte Ltd's** authorized workshops as and when vehicle is due for servicing or as and when owner requests for vehicle to be sent for servicing. It is Hirer's responsibility to notify owner once rented vehicle is due for servicing.

11 PROHIBITED USE

- 11.1 The Vehicle shall not be used
- To carry passenger or load in excess the Motor Vehicle's licenced carrying capacity
 - By the Hirer the Authorized Operator or any other persons under the influence of any drug or intoxicating liquid or substance
 - To carry persons or property for hire
 - To propel or tow any vehicle trailer or other object
 - Participate in any race, test or contest or any purpose other than domestic and social purposes
 - Instruct an unlicensed person in the operation of the Vehicle
 - Take Vehicle outside mainland Singapore; or to any airport/hangar/runway or sea port/naval base
 - For illegal purposes
- 11.2 The Vehicle shall not be driven by any other person other than the Hirer and the Authorized Operator
- 11.3 The Hirer and the Authorized Operator shall be between the ages of **twenty-five (25)** and **fifty-eight (58)** years old and holding a minimum of 3 years regular qualified driving experience. The Hirer hereby declares that neither the Hirer nor the Authorized Operator will exceed the age of **fifty-eight (58)** years old during the rental period
- 11.4 Hirer assumes full responsibility and if Vehicle is lost, damaged, seized, confiscated or forfeited as a result of breach hereof, Hirer shall indemnify Owner for all losses incurred including costs of repairs/replacement value of Vehicle and loss of rental income.
- 11.5 The Hirer further declares that the information given by him to the Owner his servants or agents whether in oral or in writing including that herein is neither false nor misleading.

12 NO LIABILITY FOR PROPERTY

- 12.1 The Owner is not responsible for loss or damage to any property left stored loaded or transported by The Hirer, the Authorized Operator or any other person in or upon the Vehicle or left with any agents or servants of the Owner at any time or place or at the Owner's premises prior to during or after the rental period including any property in any Vehicle repossessed in accordance with the provisions of this agreement and the Hirer hereby agrees to indemnify the Owner its agents and servants and hold them harmless from any such claims.



Hirer's Signature &
Company Stamp

- 13 **INSURANCE**
- 13.1 The Hirer acknowledges that he is familiar with the general conditions of the Owner's standing policy of insurance which is available for inspection at the Owner's office (during normal office hours) The Hirer agrees to fulfill all the obligations of the insured and not to do anything which could endanger or minimize the protection afforded by the insurance.
- 13.2 The Vehicle covered under either:
- Third party Only Motor Vehicle Coverage containing an Excess of \$5000/- on Section II or any amount prescribed by the policy in force. In the event of a collision, the Hirer shall pay to the Owner on demand the Excess which is the maximum amount of \$5000/- to cover for any third party damage or injury claims and also to bear the full cost of damage caused to the hired Vehicle including loss of rental income.
 - Comprehensive Motor Vehicle Coverage containing an Excess of \$5000/- or any amount prescribed by the agreement in force. In the event of a collision the Hirer will have to pay the Owner on demand the Excess which is the maximum amount of \$5000/- for any damage caused to the hired Vehicle or any third party injury claims.
- 13.3 For each and every damage (including Vehicle accessories, windscreen or glass panels), act of vandalism and for every accident, Hirer shall pay Owner immediately on demand prior to the outcome of any investigation by insurers or traffic police or other investigation, the Excess, repair costs of the Vehicle and loss of income suffered by Owner regardless of whether Hirer was at fault and regardless of the eventual outcome of any such investigations
- 13.4 In the event that the Excess as well as the insurance cover levied by the insurers is increased, the rate for insurance premiums shall be correspondently Increased.
- 13.5 The Vehicle is not covered by a motor insurance policy covering personal accident or death liability for the Hirer, or such additional driver of the Hirer and the Owner shall not be held responsible for any liability claims, injuries or otherwise for any accident, death or losses arising from the use of the Vehicle.
- 14 **ACCIDENTS**
- 14.1 In the event of an accident, Hirer or Authorised driver:
- shall report the accident involving Vehicle to Owner immediately and in any case, not later than 12 hours after the accident;
 - shall take immediate steps to make reports/give statements to the police and to Owner's insurers. Hirer or Authorised Driver shall not admit, settle or compound any claim either partially or in full.
 - shall secure the names, contact nos. and addresses of all witnesses as well as registration number of all Vehicles involved in the accident.
 - All communications or letters received from the police or third parties are to be referred to Owner immediately.
 - shall not abandon or leave Vehicle parked without adequate provisions for its safety. Hirer shall be liable to indemnify Owner for all costs and expense and damages and be liable for all costs and expenses and third party claims in the event of any breach of this Clause.
- 14.2 Owner shall have the right to replace Vehicle with an alternative Vehicle of similar seating capacity and performance if hired Vehicle is involved in any accident subject to payment of additional Rent by Hirer. Hirer shall remain liable for loss of rental for hired Vehicle involved in any accident whilst same is under repairs.
- 15 **PREVIOUS INSURANCE POLICIES**
- 15.1 The hirer declares that no insurance company or underwriter in connection with motor insurance for the Hirer and /or the Authorized driver has at any time
- declined any proposals
 - refused to renew any policy
 - required an increased premium or imposed special condition, or
 - cancelled any policy
- 16 **CHANGE OF VEHICLE**
- 16.1 If any vehicle reserved by the Hirer prior to the commencement of this agreement is not available the Owner shall have the right to replace the same with an alternative Vehicle of similar seating capacity and performance and if no such alternative Vehicle or if the Owner shall decline to provide an alternative Vehicle then the Hirer shall be repaid any hire charge and deposit (if any) paid by him after offsetting costs incurred but shall have no other claim of any kind whatsoever against the Owner
- 16.2 A Free replacement Vehicle, if available, will be provided should the original Vehicle be grounded for mechanical repairs, servicing or inspection by the Registry of Vehicles. The Hirer shall be responsible for the petrol consumed of the replacement Vehicle. Fuel used on the original Vehicle during servicing maintenance or inspection shall be the Hirer's responsibility.
- 17 **ROOF RACK / ADDITIONAL ACCESSORIES**
- 17.1 The Hirer hires/affixes a roof rack of other accessories for use on the Vehicle at his own risk, and indemnifies and saves the Owner harmless against all or any liabilities damages or claims arising directly from the used thereof
- 18 **WAIVER**
- 18.1 No forbearance indulgence or relaxation on the part of the Owner or granted to the Hirer in enforcing any of the rights or powers of the Owner under this agreement shall in any way diminish, restrict or prejudice the rights or powers of the Owners under this agreement or operate as or deemed to be a waiver of any breach of the terms or conditions of this agreement on the part of the Hirer
- 19 **APPLICABLE LAW**
- 19.1 This agreement shall be governed by and constructed 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.
- 20 **NOTICE / DEMAND**
- 20.1 Any notice or demand required to be given to the Hirer pursuant to this agreement shall be sufficiently served if sent by post or delivered to the address stated on the reverse page or to the last known address of the Hirer and shall be deemed to be made or given on the day it was so left on the day following that on which it was posted as the case may be notwithstanding that the letter may be returned or lost through the post
- 21 **RECOVERY OF COST OR EXPENSES**
- 21.1 Any cost or expenses (including legal costs on a full indemnity basis) to which the Owner may be put in exercising its right under this agreement or which the Owner may incur in ascertaining the whereabouts of the goods or the recovery of possession thereof from the Hirer or any other person or the demand for payment or in the enforcement of any of the terms and conditions under this Agreement shall be payable by the Hirer to the Owner
- 22 **GENERAL**
- 22.1 The person signing the Agreement assumes full responsibility along with the firm organization in whose name he might sign
- 23 **GUARANTEE**
- 23.1 Guarantee furnished by the Guarantor shall be a continuing Guarantee with Guarantor liable to the same extent as if he were the Hirer and shall continue in full force and effect until all debts and liabilities under this Agreement shall have been fully settled.
- 24 **TERMINATION OF RENTAL BEFORE EXPIRY OF THE CONTRACTUAL PERIOD**
- 24.1 Should the rental be terminated before the contractual period the hirer shall make good the shortfall of rental charges up to the contractual period.
- 25 **LIABILITY OF SIGNATORY**
- 25.1 The signatory to this Agreement is liable jointly and severally with the legal entity that he purports to sign for and on behalf of, and to the full extent that such legal entity is liable to Owner.
- 26 **LEGAL COSTS**
- 26.1 Hirer shall be liable for any cost or expenses (including legal costs on a full indemnity basis) incurred by Owner in enforcing this Agreement including any solicitor's letter of demand, ascertaining the whereabouts of Vehicle, parts or accessories, or for repossession.



Hirer's Signature &
Company Stamp