

Poh Kin (LKKAUTO)

From: Poh Kin (LKKAUTO)
Sent: Friday, 3 May 2019 10:13 AM
To: CH7673@YAHOO.COM.SG
Cc: Admin A
Subject: ROAD TRAFFIC ACCIDENT INVOLVING VEHICLE NOS. SKS 5808Z AND SLW 8250D ALONG TAMPINES AVENUE 4 ON 14.02.2019
Attachments: DSCN2955.JPG; DSCN2956.JPG; DSCN2957.JPG; DSCN2958.JPG; DSCN2960.JPG; DSCN2962.JPG; DSCN2963.JPG; DSCN2966.JPG; DSCN2967.JPG; DSCN2968.JPG; DSCN2974.JPG; DSCN2975.JPG
Importance: High

CH M&E GROUP PTE LTD
Policy Holder

Dear Ms Lin Yahong,

OUR REF : CC4/ASM19002978/Bfa3
YOUR REF : SKS 5808Z
ROAD TRAFFIC ACCIDENT INVOLVING VEHICLE NOS. SKS 5808Z AND SLW 8250D ALONG TAMPINES AVENUE 4 ON 14.02.2019

We refer to the above subject matter. We write to inform you that we are the loss adjuster appointed by your motor insurer, AXA Insurance Pte Ltd to deal with the third party Property Damage claim against your policy.

We have received a claim from M/s JKS Motor Works Pte Ltd, acting on behalf of the owner of SLW 8250D against your motor insurance policy.

Based on the accident report, accident scenario, it was reported that your vehicle had collided into the rear of Third Party vehicle SLW 8250D. As such, liability is down against us.

Please be informed that your No Claim Discount (NCD) may be affected as a result of the claim against your policy.

We shall proceed to deal with the claim(s) subject to the merits of the case and according to the rights afforded under the policy. Should you not be seeking the protection of your policy and seek to take conduct of third party claim(s) arising from this incident, at your own cost and defence, please reply to us within 7 days from the date of this letter.

Your full co-operation in the handling of the claim is required and kindly submit the following to pohkin@lkkauto.com within 7 days from the date of this letter **if not provided at AXA's reporting centre**. The list below is not all inclusive and further document may be required:

- Police report, Police Investigation result, appeal against the Traffic Police offence and status (if any)
- Driver's driving license or foreign driving license (if any)
- Coloured photographs of accident scene (if any)
- Coloured photographs of damage to all vehicles involved (If any)

- Video footage of accident (if any)
- Statement and/or police report from independent witness(es) (if any)
- If you or your passenger(s) are filing a claim against any of the involved Third Party(s), you are to keep us informed of your legal representative(s) and the status of the claim

To protect your interest(s) in the handling of this claim, please do not discuss liability with any of the Third Party(s) and/or their legal representatives, or make any compromise or settlement without AXA's prior knowledge and consent.

This letter should **not** be regarded as a waiver by AXA of their rights to repudiate any claim because of any breach of policy terms and conditions you and/or your authorised driver may have committed.

In the event of receiving and handling of any third party injury claim(s), AXA shall keep you informed of the final indemnity upon conclusion of the matter(s).

If you need any clarification, please do not hesitate to contact us at 6841 2132 or email us at pohkin@lkkauto.com.

Please quote the claim reference when you contact us that we can assist you more effectively.

Best Regards,

Poh Kin, Chong (Mr) | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6841-2132 | email: pohkin@lkkauto.com | fax: 6741-4108

Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 | S(408933)



Auto
Consultants
Pte Ltd

Save the Earth. Print only when necessary.

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JKS MOTOR WORKS PTE LTD
8 KAKI BUKIT AVENUE 4, #03-45, Premier @ Kaki Bukit, Singapore, 415875
Company Reg & GST No. : 201407714K
TEL: 67026828 FAX: 6702 6829
EMAIL: admin@jksmotorworks.com.sg

4 April 2019

Your Ref : SKS5808Z
Our Ref : JKS/SLW8250D/1402019

Motor Claims Department
AXA Insurance Singapore
8 Shenton Way, #24-01 AXA Tower, Singapore 068811

Dear Sir / Madam :

ACCIDENT INVOLVING VEHICLE : SLW8250D AND SKS5808Z @ TAMPINES AVE 4 NEAR JUNYUN PRIMARY SCHOOL BUS STOP ON 14 FEBRUARY 2019 AT 7:30 AM

We are the authorized repair workshop for the owner of motor vehicle number SLW8250D which is involved in the captioned accident with your insured vehicle SKS5808Z. The vehicle owner has requested and authorized us to assist him in presenting his claim against the party responsible for the damage to the vehicle.

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

1. Cost of Repair	\$ 2,461.00
2. 3 days Loss of Rental @ \$180/day	\$ 540.00
3. 2 days Loss of Use @ \$60/day	\$ 120.00
4. LTA Search	\$ 7.45
Total	\$ 3,128.45

Handwritten calculations:
\$1,444.50 (\$1,350.00 + 7% GST)
\$ 300.00
\$ 60.00
\$ 7.45
\$1,811.95 //

We enclosed herewith the following documents to support the claims:

- Invoice
- Warrant to Act & Letter of Authority
- LTA Search
- Car Rental Invoice/ Rental Agreement

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,

Leslie Enriquez
JKS Motor Works Pte Ltd





JKS MOTOR WORKS PTE LTD

8 KAKI BUKIT AVENUE 4, #03-46, Premier @ Kaki Bukit, Singapore, 415875

Company Reg & GST No. : 201407714K

TEL: 67026828 FAX: 6702 6829

EMAIL: admin@jksmotorworks.com.sg

WARRANT TO ACT

In the matter of an accident involving motor vehicles SLW8300 D and SKS 5308 Z

I / We, ORANGE LEASING PTE LTD (NRIC / ROC) 201622533W
of _____

hereby appoint and instruct JKS MOTOR WORKS PTE LTD to act for and on my / our behalf in respect of the above matter, including,

- a. to claim for cost of repairs / loss of use / cost of rental and all cost property incurred in respect of these claims;
- b. to negotiate, settle or litigate the claim and to receive all monies of claim on my / our behalf;
- c. to pay to yourselves all monies and Party and Party costs you may at any time receive from the third parties in connection with the above matter;
- d. to release all monies or proceeds of settlement monies received by you (after deducting your legal costs) to my repairer JKS MOTOR WORKS PTE LTD.
In settlement of my outstanding bill / account with them.

Dated the 14 day of FEB 20 19.



FULL NAME / COMPANY & COMPANY CHOP



JKS MOTOR WORKS PTE LTD
8 KAKI BUKIT AVENUE 4, #03-46, Premier @ Kaki Bukit, Singapore, 415875
Company Reg & GST No. : 201407714K
TEL: 67026828 FAX: 6702 6829
EMAIL: admin@jksmotorworks.com.sg

LETTER OF AUTHORITY & INDEMNITY

In the matter of an accident involving motor vehicles SLW3250 D and SKJ58032

I / We, ORANGE LEASING PTE LTD (NRIC / ROC) 2016225330
of _____
am / are the registered owner of vehicle number SLW3250D at the
material time of accident.

I / We hereby authorize **JKS MOTOR WORKS PTE LTD** to proceed with the repairs to the damages caused to my / our vehicle in the above accident in accordance with the recommendations and advice of the licensed motor adjuster appointed by the insurers or by us on my/our behalf.

I / We further authorize you to appoint solicitors to demand, claim and if necessary, to use my / our name to commence legal proceedings for the above purpose.

I / We further agreed to fully cooperate and to undertake without hesitations and reservation all assistance that you or my /our solicitors may require from me/us for the purpose of making the claim, including attending all meetings and court hearings in connection with my/our claim.

I / We hereby declare that I / We will always remain and be liable to you for the cost or repairs to my / our said vehicle and other incidental expenses. In the event that my/our claims are unsuccessful or partially unsuccessful or are dismissed due to any wilful misrepresentation or withholding of material facts as well as failure to execute the discharge vouchers on request. I / We hereby undertake to reimburse you the full repair costs or any portion of the same that cannot be recovered including loss of use, surveyor fees, legal fees and disbursements if necessary.

I / We irrevocably authorize **JKS MOTOR WORKS PTE LTD** as the repairer to sign all discharge voucher / indemnity forms and all necessary documents in connection with and arising out of the above claims.

To release all monies or proceeds of settlement monies to the repairer **JKS MOTOR WORKS PTE LTD** in settlement of my outstanding bill / account with them.

Dated on 14 day of FEBRUARY 2019.



FULL NAME / COMPANY & COMPANY CHOP



JKS MOTOR WORKS PTE LTD
8 KAKI BUKIT AVENUE 4, #03-45, Premier @ Kaki Bukit, Singapore, 415875
Company Reg & GST No. : 201407714K
TEL: 67026828 FAX: 6702 6829
EMAIL: admin@jksmotorworks.com.sg

Motor Claims Department
AXA INSURANCE SINGAPORE
8 Shenton Way, #24-01 AXA Tower,
Singapore 068811

REF NO : LKK REF: CC4/ASM19002978/Bfa3
VEH NO : TAMPINES AVE 4 NEAR JUNYUN PRIMARY SCHOOL
BUS STOP ON 14 FEB 2019 @ 7:30

INVOICE

INVOICE : IV19040048
DATE : 4-Apr-19

VEHICLE NO : SLW8250D
MAKE/MODEL : TOYOTA MARKX
CHASSIS : GRX1203069260
ENGINE NO : 4GR0535268
REG. DATE : 26-Jul-09
CAPACITY : 2.5CC

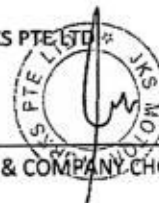
FINAL REPAIR COST : SLW8250D TOYOTA MARKX

Description	Qty	UOM	LUMP SUM
SPARE PARTS & LABOUR			
1 ACCIDENT DATE 14 FEBRUARY 2019 : TO CONTRACT REPAIR JOB AT LUMP SUM BASIS	1	PKG	2,300.00
Total			2,300.00
7% GST			161.00
GRAND TOTAL			2,461.00

TOTAL : SINGAPORE DOLLAR TWO THOUSAND FOUR HUNDRED SIXTY ONE ONLY.

E. & O. E.

AUTHORIZED SIGNATURE & COMPANY CHOP



All Cheques should be crossed and made payable to :
JKS MOTOR WORKS PTE LTD

ORANGE LEASING PTE LTD

No. 621 Aljunied Road #06-07
Lipo Building Singapore 389834
Tel: +65 6288 0266 Fax: +65 6288 0166

INVOICE

ACRA No:201622533W

INVOICE TO:

JKS Motor Works Pte Ltd

TAX INVOICE	OL - 0003807
INVOICE	11/3/2019
PAGE NO	1
PURCHASE ORDER	NA
PAYMENT	COD
PAYMENT DUE	IMMEDIATE

DESCRIPTION	AMOUNT
CAR RENTAL PERIOD 26.02.19 TO 28.02.19 @ \$180 PER DAY	\$540.00
REF : SLWS250D MARK X 2.5	

Sub Total \$540.00

Amount Due: \$540.00

Please remit payment to:

Payee Orange Leasing Pte Ltd
Bank United Overseas Bank
Bank Add Aljunied Branch
Bank A/C 3563072758
Currency SGD

FOR ORANGE LEASING PTE LTD



SANDRA

HIRE AGREEMENT

THIS AGREEMENT MADE ON this 25 day of Feb 2019 between:-

1. **ORANGE LEASING PTE LTD. (UEN No. 201622533W)** a company incorporated in Singapore and having its registered office at 621 Aljunied Road #06-07 Lipo Building Singapore 389834 (Hereinafter referred to as the "**Owner**"); and
 2. The customer whose particulars are better set out in Annexure A (Hereinafter referred to as the "**Hirer**").
- (The Owner and the Hirer shall collectively be referred to as the "**Parties**")

IT IS HEREBY AGREED as between the Parties as follows -

1. AGREEMENT FOR HIRE

- 1.1 The Owner will let and the Hirer shall take on hire the Vehicle upon the following terms and conditions.
- 1.2 This Agreement is a conditional agreement and will commence upon the receipt of delivery of the Vehicle except for the Deposit, part of which would be payable upon the signing of this Agreement.
- 1.3 The Hirer shall sign an Acknowledgment of Receipt of Delivery of Vehicle as per Schedule 3 when taking delivery of the Vehicle.
- 1.4 The Hirer shall be a mere Bailee of the Vehicle and no interest in the Vehicle shall pass to the Hirer.
- 1.5 That the purpose of the hire of the Vehicle, by the Hirer.

Hirer will be issued a warning if you fail to meet the Performance target after one (1) week of non-performance. Subject to this, you will be given a grace period of up to three (3) weeks (inclusive of the first week) failing which, we Reserve the absolute right and option to terminate this car rental agreement, forfeiting your deposit, and you shall be Required to return the car immediately and you shall continue to be liable for rental due for the remaining rental term.

Hirer hereby agree and acknowledge that we reserve the right to change, modify, alter, amend or supplement Performance targets, as and when we deem it necessary to do so. In the event that we do change, modify, alter, Amend or supplement the performance targets, Hirer shall be provided with a notice one (1) week prior to the said Change, modification, alteration, amendment or supplement.

- 1.6 Upon Signing the agreement, Hirer or relief Hirer of the vehicle /replacement vehicle is aware that there is a PRIVATE HIRE DECAL pasted on the Front Left hand side and rear left hand side windscreen. In any circumstances that the DECAL is found not pasted on the Hire Agreement vehicle/replacement vehicle, Hirer or the relief Hirer shall be responsible for all penalties and consequences.

2. HIRE RATE

- 2.1 The Hire Rate shall be the sum of \$180 for per day rental based on Monday 0001hrs to Sunday 2359 hrs payable weekly on every Thursday of each week or pro-rated on the date of commencement of this Agreement
- 2.2
- 2.3 The Hirer shall be liable for all taxes on the Hire Rate as may be applicable from time to time.
- 2.3 Hirer Herby expressly consent and authorize owner and Grab Car to deduct from the fares generated by Hirer and/ or gratuity granted to Hirer by Grab Car (if any) for the Car rental fee and any other charges provided herein and in the event that the fares are insufficient, any balance shall be paid to us immediately. These charges shall include but are not limited to charges for
 - a) Car Rental
 - b) Cost of insurance excess, repairs, replacement of parts to the car and / or damage to third party properties where the damages are due to your actions or lack of care.
 - c) Any unsettles summons, fines, parking charges, and toll.

3. PERIOD OF HIRE & RETURN OF VEHICLE

- 3.1 Hirer has the right to terminate the contract after fulfilling till 28 Feb 19 by giving Owner at least 3 days notice in advance. If no notice given, hirer can continue to rent the car for 1 week before COE expire date.
- 3.2 The Hirer shall, at or before the expiry of the term of hire, deliver the Vehicle to the agreed rental location described in this Agreement or obtain the Owner's written consent to the continuation of the hire (in which case the Hirer shall pay additional hire charges for the extended Period of Hire and the terms and conditions herein shall continue to bind the Hirer as if he had entered into this Agreement for the extended hire). If the Hirer does not comply with this clause, and does not immediately return the Vehicle, the Owner may report the Vehicle as stolen to the Police and the Hirer must compensate the Owner for either the full cost of the Vehicle and all additional costs and losses incurred up to the time that the Vehicle is recovered by the Owner.

4. DEPOSIT & PAYMENT BY HIRER

- 4.1 The Hirer shall be required to pay and maintain a security deposit of S\$ 0 ("Deposit") throughout the Period of Hire and the Deposit shall be payable as following-
- 4.1.1 The sum of S\$0/ S\$ 0 is payable upon the signing of this Agreement;
- 4.1.2 The Deposit shall, from time to time during the Period of Hire, be deductible by the Owner against such claim(s) as against the Hirer and in such event, the Hirer shall top-up and maintain the Deposit upon every any deduction made during the Period of Hire. The balance after such deduction(s) shall be refundable to the Hirer after the termination of this Agreement within 7 days.
- 4.2 The Hirer shall pay the Owner for the hire of the Vehicle the sum and such other sums specified in this Agreement and authorizes the Owner to charge all and any amounts payable to the Hirer's account. The Hirer's account means a nominated debit card, credit card, or pre-arranged charge account.
- 4.3 In addition to the payment specified in clause 4.2 above, the Hirer unconditionally acknowledges that they shall be liable at the end of the Period of Hire to pay to the Owner any applicable additional charges payable at the end of the Period of Hire. These include, but are not limited to:
- a) a fee to cover the approved alternate driver nominated by the Owner pursuant to clause 5.5 below;
 - b) a surcharge for drivers under the age of 25;
 - c) additional charges for distance driven (as specified in this Agreement for every kilometre run);
 - d) charges for petrol or other fuel used (but not oil);
 - e) road user charges;
 - f) charges for late return of the Vehicle;
 - g) charges for damage to or repair of the Vehicle (subject to the other terms of this Agreement); and any enforcement charges relating to such damage or repairs (including legal costs);
 - h) charges for cleaning the Vehicle's interior if the Vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odours including cigarette smoke;
 - i) traffic and/or parking offence infringement fees;
 - j) the administration fees as specified in this Agreement; and
 - k) any surcharges in connection with the use of a debit or credit card by the Hirer.
- 4.4 The Owner will charge the amounts set out in clauses 4.2 and 4.3 above to the Hirer's account during or after the Period of Hire is completed, or the Hirer may pay such charges as agreed with the Owner, such choice to be at the Owner's sole discretion.
- 4.5 If the Hirer fails or neglects to pay any money due under or in connection with this Agreement within 3 days of the date by which the Hirer was required to pay the money, the Owner may, without prejudice to any other rights or remedies the Owner may have or be entitled to, charge the Hirer and the Hirer must pay all additional costs as outlined below:
- (a) interest at 10% per annum (compounded daily) on the total amount owing from the expiry of 3 days from the date on which the Hirer was required to pay the money to the date of payment;
 - (b) all costs incurred by the Owner (on a full indemnity basis) for the enforcement of any provision of this Agreement including but not limited to the collection of the unpaid money by a debt collection agency or law firm engaged by the Owner; and
 - (c) an administration fee of \$50.00
- 4.6 Pursuant to clause 1.5 above, if the Vehicle is, at any point in time to be used to for the purpose of the Third Party Limousine Service Provider, the Hirer undertakes and covenants that he shall register the Vehicle and the driver with the Third Party Limousine Service Provider but solely under and/or in the name of the Owner and unconditionally allow the Third Party Limousine Service Provider to make all payments due to the Hirer, directly to and through the Owner. The Owner shall be permitted to then deduct/ set-off all sums due and owing by the Hirer to the Owner under this Agreement before releasing the balance, if any, to the Hirer. It is expressly provided that this payment arrangement shall not in any way release the Hirer of any of their payment obligations and other obligations whatsoever and that

H

[Signature]



the Hirer shall continue to be liable to make the payments and other obligations under this Agreement on time and in accordance with the terms of this Agreement.

5. CARE, USE AND CUSTODY OF THE VEHICLE

- 5.1 The Hirer shall drive the Vehicle only while qualified to do so and whilst holding all necessary current licenses and permits and shall at all times drive the Vehicle in a careful and skilful manner and in accordance with all legal requirements and with the Owners' standard policy of insurance which is available for inspection at the Owner's registered office. The Hirer shall not use the Vehicle for racing or pace making. Not more than four passengers shall be carried in the Vehicle at any one time.
- 5.2 The Vehicle shall not be used for any purpose which is illegal or contrary to law. Where the Hirer shall indemnify the Owner should the Vehicle be impounded by the authorities as a result of such illegal use of the Vehicle.
- 5.3 The Hirer shall keep the Vehicle at all times in his possession and custody and not part with the possession or custody to any other person, except if so authorised by the Owner in writing.
- 5.4 The Hirer and/or any alternate driver of the Vehicle shall be liable for all and any excess in the event that the insurance policy of the Vehicle is activated for any incident, whatsoever. It is expressly provided that the Hirer shall pay to the Owner the sum of S\$3,000 accident in Singapore and S\$6,000 accident out of Singapore being the excess payable under the insurance taken out by the Owner for the Vehicle), upon the occurrence of any accident involving the Vehicle (notwithstanding whether the said accident was caused by the Hirer, his alternate driver or otherwise) and this said sum shall be held and refunded to the Hirer when the insurance company concludes that the Owner is not liable for the excess. If, however, the Owner is held liable for the excess to be paid to their insurer, then this sum paid by the Hirer shall be applied towards that payment.
- 5.5 The Hirer may be permitted by the Owner to name up to only one (1) alternate driver of the Vehicle, in which event, the Hirer and the alternate drivers shall each individually abide by the terms of this Agreement, provided always that each alternate driver shall be approved by the Owner. The Hirer shall, nevertheless, continue to be fully responsible and liable for all the actions and/or omissions of the alternate driver.

6. OBLIGATIONS & UNDERTAKINGS BY HIRER

- 6.1 The Hirer hereby undertakes during the Period of Hire -
- 6.1.1 To present the Vehicle to the Owner at such mileage intervals for the purposes of periodic maintenance of the Vehicle as mandated by the manufacturer of the Vehicle.
 - 6.1.2 To pay for all Running Expenses in respect of the Vehicle;
 - 6.1.3 Not to use the Vehicle for any illegal purpose or for purposes that is contrary to the law.
 - 6.1.4 Not to sub-hire the Vehicle to any person(s) or allow the Vehicle to be driven other than by himself or the one (1) alternate driver, if any.
 - 6.1.5 to pay the Hire Rate on time and in any event on or before the same fall due.
 - 6.1.6 not to modify or alter any part of the Vehicle
 - 6.1.7 not to carry out or allow to carry out any work to the Vehicle unless with the written approval of the Owner
 - 6.1.8 not to carry out or allow to carry out any work to the Vehicle at any workshop or repair shop or with any mechanic not approved by the Owner and/or the insurer.
 - 6.1.9 that the Hirer and alternate driver (and additional driver, as the case may be) shall all have to be of 22 years of age or above and have, at least, two (2) years driving experience.
- 6.2 The Hirer warrants and undertakes that:
- a) all reasonable care is taken when driving and parking the Vehicle;
 - b) the water in the Vehicle's radiator and battery is maintained at the proper level;
 - c) the oil in the Vehicle is maintained at the proper level;
 - d) only the fuel type specified for the Vehicle will be used;
 - e) the tyres are maintained at their proper pressure;
 - f) the Vehicle is locked and secure at all times when it is not in use and the keys kept under the Hirer's personal control at all times; in any events for loss of car key or car key lock inside vehicle there will be a charge for it.
 - *loss of key will be charge at \$100-\$600 depending on car model.
 - *car key lock inside vehicle during (Mon-Fri 9am to 6pm) will be charge at \$50
 - *car key lock inside vehicle during (Mon-Fri 6pm to 9am / weekends and PH) will be charge at \$100
 - g) the distance recorder or speedometer are not interfered with;
 - h) no part of the engine, transmission, braking or suspension systems are interfered with;
 - i) should a warning light be illuminated or the Hirer believes the Vehicle requires mechanical attention, the Hirer will stop driving and advise the Owner immediately;
 - j) all drivers authorised to use this Vehicle during the Period of Hire are aware of and comply with the terms outlined in this Agreement; and
 - k) any authorised driver carries their driver's licence with them in the Vehicle at all times and will produce it on demand to any enforcement officer.



- 6.3 If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer shall notify the Owner of the full circumstances by telephone and fax immediately.
- 6.4 The Hirer shall not arrange or undertake any repairs or salvage without the Owner's authority (this includes, but is not limited to, purchasing a replacement tyre) except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property.
- 6.5 Roadside Assistance is free for all inherent mechanical faults (as determined by the Owner or its authorised repairer) related to the vehicle specified in this Agreement. For all other roadside assistance call outs including refuelling, jump start, tyre related incidents, lost keys and keys locked in the vehicle, a service fee will be charged.
- 6.6 If the Vehicle requires repair or replacement, the decision to supply another vehicle to the Hirer is at the Owner's sole discretion.
- 6.7 The Hirer shall not:
- a) use or allow the Vehicle to be used for the transport of passengers but purely pursuant to clause 1.5 above;
 - b) sublet or hire the Vehicle to any other person;
 - c) allow the Vehicle to be used outside his/her authority;
 - d) operate the Vehicle or allow it to be operated in circumstances that constitute an offence of any sort or extent;
 - e) operate the Vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
 - f) operate the Vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or road user charge certificate, whichever is the lesser, for the Vehicle;
 - g) drive or allow the Vehicle to be driven by any person if at the time of driving the vehicle the driver does not hold a current full valid driver's licence appropriate for the Vehicle;
 - h) drive or allow the Vehicle to be driven on any roads excluded by these terms and conditions, or on any beach, driveway, or surface likely to damage the Vehicle;
 - i) allow the Vehicle to be driven by any person who is not named or described in this Agreement as a person permitted to drive the Vehicle;
 - j) operate the Vehicle or allow it to be operated to propel or tow any other vehicle;
 - k) transport any animal in the Vehicle (with the exception of guide dogs for visually impaired people);
 - l) operate or allow the Vehicle to be used in involvement with any illegal activity; or
 - n) allow any person to smoke in the Vehicle.
 - o) use or allow the Vehicle to be used for the transport of dangerous and/or flammable goods.

7. COVENANTS BY THE OWNER

- 7.1 The Owner hereby undertakes during the Period of Hire -
- 7.1.1. to pay for the Road Tax of the Vehicle;
 - 7.1.2. to ensure that the Vehicle is properly insured;
 - 7.1.3. to pay for the periodic maintenance of the Vehicle as mandated by the manufacturer of the Vehicle or as required by the Owner.
- 7.2 In the event that the Vehicle is rendered unserviceable or otherwise unsafe to drive as a result of defect or unavailability of replacement parts, other than a situation caused by an accident, the Owner shall provide a replacement Vehicle which, which will, in so far as may be possible, matches the Vehicle. If the Owner is unable to provide a replacement Vehicle in such a circumstance, the Hire Rate shall be suspended or pro-rated at the choice of the Owner.
- 7.3 In the event that the Vehicle is rendered unserviceable or otherwise unsafe to drive as a result of an accident, where the accident was -
- 7.3.1. the result of or contributed by the Hirer's fault (or the fault of the alternate driver(s), if any), the Owner shall be under no obligation to provide a replacement car. The Hirer hereby irrevocably agrees that the Hire Rate shall remain payable during such period.
 - 7.3.2. through no fault of the Hirer and the Hirer remains fit to drive, the Owner shall, subject to availability, provide a replacement Vehicle which, which will, in so far as may be possible, matches the Vehicle. If the Owner is unable to provide a replacement Vehicle in such a circumstance, the Hire Rate shall be suspended or pro-rated at the choice of the Owner
 - 7.3.3. caused during the time when the Vehicle was being driven by an alternate driver or approved additional driver, the Owner shall be under no obligation to provide a replacement vehicle. The Hirer hereby irrevocably agrees that the Hire Rate shall remain payable during such period.
- 7.4 Except as aforesaid, the Owner shall have no other liabilities under this Agreement.



8. SPECIFIC ITEMS OF WEAR AND TEAR

8.1 Generally, the Hirer shall be responsible for the replacement of wear and tear items except -

- 8.1.1. Items which are required to be replaced as mandated by the manufacturer of the Vehicle during Periodic maintenance of the Vehicle;
- 8.1.2. Items in relation to the braking system of the Vehicle;
- 8.1.3. Tyres, except where damage to the tyres is caused by a puncture for which the Hirer shall be liable to pay for such repair work as may be required unless where the puncture is deemed by a skilled person to be of such nature that repair work would be unsafe, in which event, the costs of replace of the tyre shall be shared equally between the Hirer and the Owner.
- 8.1.4. Items in relation to the engine and fuel system of the Vehicle except where the replacement is necessitated by the actions of the Hirer, where such action is the result of the Hirer's deliberate and/or negligent actions/ omissions.
- 8.1.5. All works carried out on the Vehicle shall be at the workshop(s) specified by the Owner

9. INSURANCE EXCLUSIONS

9.1 Hirer acknowledges receipt of a copy of the insurance policy provided by the Owner referred to in clause 7.1.2 and acknowledges that the insurance coverage shall not apply in the situations set out in the insurance policy and these other situations/circumstances:

- a) at any time when the driver of the Vehicle is under the influence of alcohol or any drug;
- b) at any time when the Vehicle is in an unsafe or not roadworthy condition, such condition arising during the course of the Period of Hire, that caused or contributed to the damage or loss, and the Hirer or driver was aware or should have been aware of the unsafe or not roadworthy condition of the Vehicle;
- c) at any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the Vehicle. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage, but does not otherwise apply to resulting damage to other parts of the Vehicle;
- d) at any time when the Vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker, or testing in preparation for any of them;
- e) at any time when the Vehicle is driven by anyone not named or described in this Agreement as a person permitted to drive the Vehicle;
- f) at any time when the Vehicle is driven by an unlicensed person;
- g) at any time when the Vehicle is wilfully or recklessly damaged or lost by the Hirer, a nominated driver, or a person under the Hirer's authority or control;
- h) at any time when the driver commits a traffic offence while driving the Vehicle;
- i) at any time when the Vehicle is loaded or is being loaded in excess of the manufacturer's specifications;
- j) at any time when the Vehicle is being loaded or unloaded beyond the limits of a thoroughfare and such loading or unloading is not performed by the driver or attendant of the Vehicle;
- k) at any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;
- l) to any fine or penalty imposed as a result of prosecution for breach of any law;
- m) to any puncture, cut or bursting of any tyre, or damage to any tyre by application of brakes;
- n) to any wear and tear to the Vehicle;
- o) to driving or taking the Vehicle outside of the Territory
- p) to any overhead damage to the Vehicle or to the property of any third party resulting from such overhead damage;
- q) at any time when the Vehicle was being driven on any of unpaved roads or any unformed roads and/or roads other than tarseal or metal; including but not limited to beaches, driveways, or any surface likely to damage the Vehicle; or
- r) at any time when the Vehicle was operated beyond the term of this Agreement or any agreed extension of the Period of Hire, or at any other time or in any other circumstances notified by the Owner to the Hirer.

9.2 In the event of vehicle breakdown in West Malaysia, towing charges and other miscellaneous charges incurred will be borne by the Hirer.

10. TERMINATION OF THIS AGREEMENT

10.1 The Owner may terminate this Agreement and take possession of the Vehicle forthwith in the following circumstances:

- 10.1.1. The Hirer fails to pay the Hire Rate and/or any other sums of money due under this Agreement within 7 days of the Hire Rate being due;
- 10.1.2. The Hirer fails to pay the Deposit;
- 10.1.3. Use the Vehicle in contravention of this Agreement;

10.2 Upon the termination by the Owner pursuant to this part of this Agreement -

- 10.2.1. The Hirer shall be liable to the Owner as liquidated damages, for the balance of the Hire Rate due and deposit forfeited under this Agreement



10.2.2. The Hirer shall fully indemnify the Owner for all legal costs and disbursements incurred before or after issuance of proceedings in Court incurred by the Owner is the enforcement of the Owner's right(s) under this Agreement.

10.3 Any forbearance, time granted by the Owner to the Hirer or other such indulgences on the part of the Owner shall not be construed as a waiver of the Owner's full legal rights subsisting under this Agreement. Any such indulgence shall have to be given in writing by the Owner.

11. LIABILITY

11.1 The Hirer shall be liable for:

- a) any loss of, or damage to, the Vehicle and its accessories;
- b) any consequential damage, loss or costs incurred by the owner, including salvage costs, loss of ability to re-hire and loss of revenue; and
- c) any loss of, or damage to the Vehicle and property of third parties, arising during the term of hire.

12. TRAFFIC OFFENCES

12.1 all penalties related to traffic and/or parking offences are the responsibility of the Hirer and the Owner may charge the Hirer's for any traffic and/or parking offence infringement fees incurred by the Hirer. The Owner undertakes, in the event that the Owner receives notice of any traffic or parking offenses incurred by the Hirer, to send a copy of any such notice to the Hirer as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the Hirer.

12.2 The Owner shall also charge an administration fee of \$30 plus any taxes (including GST) to cover the cost of processing and sending to the Hirer notices related to traffic and/or parking infringements.

13. OTHER TERMS AND CONDITIONS

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

13.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

13.2 SUCCESSOR AND ASSIGNS

This Agreement shall not be assignable by the Hirer without the prior written consent of the Owner hereto (except by operation of law) and shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs and legal representatives.

13.3 ENTIRE AGREEMENT.

This Agreement (which includes the appendices hereto) sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated hereby. Any and all previous agreements and understandings between or among the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

13.4 AMENDMENTS AND WAIVER

This Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of each of the Parties hereto. Any extension or waiver by any party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such party.

13.5 NO REPRESENTATIONS

No representation, promise, inducement or statement of intention has been made by the Owner and/or its agent or servants which is not embodied in this Agreement and the Owner and/or his agent(s) (if any) shall not be bound by nor liable (to any extent) for any alleged misrepresentation, promise, inducement or statement not expressly set forth herein.

13.6 CONTINUING VALIDITY

This Agreement shall not be determined or affected by the death insanity or bankruptcy of the Hirer (so far as such as event is applicable) or other disability whether before on or after the execution of this Agreement but shall in all respects and for all purposes continue to be binding and operative until all moneys hereby incurred shall have been paid in full and Vehicle returned, as the case may be.

13.7 ASSIGNABILITY

This Agreement shall be on a continuing basis be binding on the Hirer and their assigns and shall in all respects and for all purposes be binding and operative and the obligations hereunder shall not be impaired by any indulgence forbearance or concession as to time or otherwise granted to the Hirer and/or his nominated alternated driver or any failure to assert any right or remedy on the Owner's part against the Hirer.

13.8

JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Parties hereby agree to submit to the non-exclusive jurisdiction on of the Court of Singapore.

14. DEFINITIONS AND INTERPRETATIONS

14.1 In this Agreement, unless the context otherwise requires, the following words or expressions shall have the following meanings -

"Day" means a weekday but shall exclude gazetted Public Holidays in Singapore;

"Deposit" means the amount set out at Clause 4.1.;

"Driver" shall mean the Hirer and/or the alternate driver, as the case may be.

"Fuel" means petrol or diesel, as the case may be, of such specifications as may be required or mandated for the by the manufacturer of the Vehicle;

"Hirer" shall mean the Hirer and shall, where applicable, include the Hirer's nominated driver and whose details are as set out the Annexure A

"Hire Rate" means the amount set out at Clause 2.1.;

"Period of Hire" means the period set out at Clause 3.1.;

"Running Expenses" means the daily expenses involved in running of the as set out, but not limited to that as set out in Schedule 2;

"Territory" shall mean the geographical territory of Singapore and West Malaysia only.

"Vehicle" means the vehicle as detailed in Schedule 1;

14.2 The words "hereof", "herein", "thereof" and "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, unless the context otherwise so requires.

14.3 Where the context otherwise requires, words importing the singular number include the plural number and vice versa.

14.4 The headings to the clauses hereof shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of this Agreement.

14.5 Except to the extent that the context otherwise requires, any reference to "this Agreement" includes this Agreement as from time to time amended, restated, varied, modified or supplemented and any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof. Any reference in this Agreement to any agreement, document or instrument shall be construed as a reference to such agreement, document or instrument as the same may have been, or may from time to time be, amended, restated, varied, modified or supplemented, and includes any document which amends, restates, varies, modifies or supplements such agreement, document or instrument.

14.6 The words "month" and "year" shall mean a "calendar month" and "calendar year", respectively.

14.7 The words "week" shall mean a "calendar week" from Monday 0001hrs to Sunday 2359hrs, respectively.

15. DECLARATION OF ABSENCE OF CRIMINAL RECORD

15.1 I solemnly and sincerely declare that I have never been convicted of any criminal offence in Singapore or any other country. I irrevocably agree to indemnify **ORANGE LEASING PTE LTD.**, its subsidiaries and customers against all and any resulting consequences should the declaration be untrue. I fully understand and acknowledge that should the declaration be false, this may lead to termination of this agreement without any notice period and/or recourse against the company.



Signed as an Agreement on this 25 day of Feb 2019

Signed by)
For ORANGE LEASING PTE LTD.)

Witness' name
NRIC No.
Address

Signed by)
In the presence of :)

Witness' name
NRIC No.
Address

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a horizontal line and a smaller 'H' below it.

SCHEDULE 1

PARTICULARS OF VEHICLE

The particulars of the vehicle in this agreement are as follows -

Brand : HONDA
Make/Model : CIVIC
Licence Number : SJU5481H
IU Number :


H



ANNEXURE A

Hirer's details:

Company Name:
ACRA No:
ACRA Address:
Tel No:
Mobile no:
Email address:

Hirer's details:

Name: HOH KOK CHUAN
NRIC: S8211030E
Address: 523 TAMPINES CENTRAL 7 #10-81 SINGAPORE 521523
Tel No:
Mobile No: 98707616
Email address:

Nominated Alternate Driver:

Alternate Driver's details:

Name:
NRIC:
Address:
Tel No:
Mobile No:
Email address:



SCHEDULE 2

DAILY EXPENSES OF VEHICLE

The daily expenses of the Vehicle in this Agreement are as follows -

1. Daily visual inspection of the Car;
2. Expenses in keeping the Vehicle clean;
3. Topping up the Fuel (minimum RON 95);
4. Parking fees, ERP/Toll fees and/or any traffic summons.



SCHEDULE 3

ACKNOWLEDGEMENT OF RECEIPT OF DELIVERY OF THE CAR #10-B1

I KOH KOK CHUAN (NRIC No. S824030E) of 523A TAMPINES CENTRAL 4 SINGAPORE 521523
do confirm having taken delivery of the Car, details of which are as follows -



Brand : HONDA
Make/Model : CIVIC
Licence Number : SJU 5481H
IU Number :

On this 25 day of Feb 2019

And I unconditionally confirm that the Vehicle and the accessories therein were all received in good and satisfactory condition.

Yours faithfully

Name : KOH KOK CHUAN
NRIC : S824030E

Land Transport Authority

Land Transport Authority
10 Sin Ming Drive
Singapore 575701

GST Registration No. : M4-0006529-2

Print Date/Time : 15 Feb 2019 / 14:08:56

Receipt Date/Time : 15 Feb 2019 / 14:08:55

Tax Invoice/Receipt

Receipt No. : ITNET-00000-190215-001956

Previous Receipt No. :

S/N	Item Description/ Business Transaction Reference No.	Amount Before GST (S\$)	GST Amount (S\$)	Amount After GST (S\$)
Result of Insurance Enquiry - SKS5808Z As at 14 Feb 2019/07:30:00 Insurance Co: AXA INSURANCE PTE LTD				
1	Insurance Enquiry - SKS5808Z Enquiry Fee 20190215140705706422	7.00	0.49	7.49
Sub-Total		7.00	0.49	7.49
Total Before Rounding		7.00	0.49	7.49
Rounding Difference				0.04
Total Amount Payable				7.45
Paid By				
	20190215140748677 Direct Debit: eNETS Debit (Internet Banking)			7.45
Total				7.45
Cash Change				0.00
Tendered Amount				7.45
Excess Refundable Amount				0.00

THANK YOU AND HAVE A NICE DAY!

Please ensure that all payments to the Authority are good and promptly settled by the payment service provider / financial institution. Otherwise, the transaction and receipt is considered void and late fee may apply.