



33 Ubi Ave 3 #01-77 Vertex
Singapore 408868
UEN 201807868G

CLX 55 PTE LTD

HIRE AGREEMENT (INDIVIDUAL)

THIS AGREEMENT MADE ON this 12th day of June 2019 between -

1. **CLX55 PTE LTD** (UEN No. 201807868G) a company incorporated in Singapore and having its registered office at 33 Ubi Ave 3 #01-77 SINGAPORE 408868 (hereinafter referred to as "**the Owner**");
2. **Ang Kok Siang Kenneth (NRIC S9128667Z) of Blk 190 Pasir Ris St 12 #05-34 Singapore 510190**
(herein after referred to as "**the customer**").
(collectively, 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 Customer will take on hire upon the following terms and conditions the Car.
- 1.2. This Agreement is a conditional agreement and will commence upon the receipt of delivery of the Car except for the Deposit, part of which would be payable upon the signing of this Agreement.
- 1.3. The Customer shall sign a NOTE OF CONFIRMATION OF RECEIPT OF DELIVERY OF THE CAR as per Schedule 3 when taking delivery of the Car.
- 1.4. The Customer shall be a mere bailee of the Car and no interest shall pass to the Customer.

2. HIRE RATE

- 2.1. The Hire Rate shall be the sum of SGD 945.00 weekly, payable in advance on Monday of each week on the date of commencement of this Agreement, as the case may be.
- 2.2. A late fee of \$50 shall be imposed for each week of late payment.
- 2.3. The Owner and Customer have agreed that there is no period of credit, time is of the essence.

3. PERIOD OF HIRE

- 3.1. The Period of Hire shall be for a fixed period of 12 months.
- 3.2. Date of commencement of Hire will be 13th June 2019.

4. DEPOSIT

- 4.1. The Customer is required to pay a deposit of SGD 3,000.00 ("**Deposit**")
- 4.2. One week advanced payment of \$945 to be paid upon handing over of vehicle
- 4.3. The Deposit shall be deductible by the Owner against such claim(s) as against the Customer. The balance after such deduction(s) shall only be refundable to the Customer after successful fulfillment of this Agreement.
- 4.4. Weekly rental payments to be made to **DBS Current 047-9039228**

5. CARE, USE AND CUSTODY OF THE CAR

- 5.1. The Customer shall drive the Car only while qualified to do so and whilst holding all necessary current licenses and permits and shall at all times drive the Car in a careful and skillful 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.



  



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- 5.2. The Customer shall not use the Car for racing or pace making. Not more than six (04) passengers shall be carried in the Car at any one time.
- 5.3. The car shall not be used for any purpose which is illegal or contrary to law. Where the Customer shall indemnify the Owner should the Car be impounded by the authorities as a result of such illegal use of the Car.
- 5.4. The Customer shall keep the Car at all times in his possession and custody and not part with the possession or custody to any other person, except if so authorized by the Owner in writing.
- 5.5. The Customer may be permitted by the Owner to name one (1) alternate driver of the Car, in which event, the Customer and the alternate driver shall each individually be bound by the terms of this part of this Agreement, provided always that each alternate driver shall be between 27 years old and 70 years old with a minimum of 2 years driving experience. The Customer nevertheless continues to be liable for all terms of this Agreement, particularly as regards to the payment of the Hire Rate, and shall ensure that the alternate drivers and each of them individually adheres to the terms of this Agreement.
- 5.6. The Customer and/or any alternate driver of the car shall be liable for all and any excess in the event that the insurance policy of the Car is activated for any incident, whatsoever.
- 5.7. Comprehensive motor insurance & LDW is included in the monthly rental rates. However, the Hirer shall always be responsible for the non-waiverable damage excess to the car in the event of any accident as shown below:

Insurance Excess	Non Waiverable Excess	Windscreen Excess
S\$2,500.00 (Singapore use only - 1st year)	S\$2,500 (Singapore use only)	S\$107.00 (Singapore use only)
S\$2,500.00 (Singapore use only)	S\$5,000.00 (West Malaysia use)	S\$107.00 (West Malaysia use)
S\$5,000.00 (West Malaysia use)	NA	NA

- 5.8. The Hirer accepts the Loss Damage Waiver on condition that each and every accident or damage to the vehicle is reported to the Owner and police within 24 hours. Non-collision damages to the vehicle and/or missing accessories and items are deductible as indicated above.

6. COVENANTS BY THE OWNER

6.1. The Owner hereby undertakes during the Period of Rental –

- 6.1.1 to pay for the Road Tax of the Car;
- 6.1.2 to ensure that the Car is properly insured;
- 6.1.3 to pay for the periodic maintenance of the Car as mandated by the manufacturer of the





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6.2. In the event that the Car is rendered unserviceable or otherwise unsafe to drive as a result of an accident, where the accident was -

- 6.2.1. the result of or contributed by the Customer'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 Customer hereby irrevocably agrees that the Hire Rate shall remain payable during such period.
- 6.2.2. through no fault of the Customer and the Customer remains fit to drive, the Hire Rate shall be suspended or pro-rated at the choice of the Owner.
- 6.2.3. through no fault of the Customer and the Customer is medically certified as being unfit to drive as a result of the accident, the Hire Rate shall be suspended or pro-rated at the choice of the Owner.
- 6.2.3. caused during the time when the Car was being driven by an alternate driver, the Owner shall be under no obligation to provide a replacement car. The Customer hereby irrevocably agrees that the Hire Rate shall remain payable during such period.

6.3. Except as aforesaid, the Owner shall have no other liabilities under this Agreement.

7. UNDERTAKINGS BY THE CUSTOMER

- 7.2. The Customer hereby undertakes during the Period of Rental -
- 7.2.3. to present the Car to the Owner at such mileage intervals for the purposes of periodic maintenance of the Car as mandated by the manufacturer of the Car.
- 7.2.4. to pay for all Running Expenses in respect of the Car;
- 7.2.5. not to use the Car for any illegal purpose or for purposes that is contrary to the law.
- 7.2.6. not to sub-hire the Car to any person(s) or allow the Car to be driven other than by himself or the 2 alternate drivers, if any. The Owner shall be informed of alternate drivers and all documents must be submitted.
- 7.2.7. to pay the Hire Rate on time and in any event on or before the same fall due.
- 7.1.6 not to make any alterations to the vehicle, whether visible or otherwise.

In case of any alterations to the vehicle, the following administrative charges shall apply:

- defacing, removing or covering up of one or more Private Hire decal/s: \$100.00 per event;
- applying tinted glass film, change of rims, grill, license plates and other body parts: cost of re-instatement with a minimum of \$500.00 per event.

7.1.7 to pay or otherwise indemnify the Owner for all and any accident excess for such amount as the Owner may determine on a case by case basis and in the Owner's absolute discretion, in case of own damage and/or third party claims and/or damages where Customer is partially or fully at fault.

7.3. The Customer hereby further undertakes and warrants that -

- 7.3.3. At the time when the Customer enters into this Agreement that the Customer is not an un-discharged bankrupt or have pending legal proceedings against the Customer for debts exceeding the sum of SGD10,000.00.

8. SPECIFIC ITEMS OF WEAR AND TEAR

- 8.2. Generally, the Customer shall be responsible for the replacement of wear and tear items except -
- 8.2.3. Items which are required to be replaced as mandated by the manufacturer of the Car during periodic maintenance of the Car;





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- 8.2.4. Items in relation to the braking system of the Car;
- 8.2.5. Tyres, except where damage to the tyres is caused by a puncture for which the Customer 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 Customer and the Owner.
- 8.2.6. Items in relation to the engine and fuel system of the Car except where the replacement is necessitated by the actions of the Customer, where such action is the result of the Customer's deliberate actions.

9. TERMINATION OF THIS AGREEMENT

- 9.2. The Owner may terminate this Agreement and take possession of the Car forthwith in the following circumstances -
 - 9.2.3. The Customer fails to pay the Hire Rate on the day of the Hire Rate being due;
 - 9.2.4. The Customer fails to pay the Deposit;
 - 9.2.5. Use the Car in contravention of this Agreement;
 - 9.2.6. The Customer fails to comply with and/ or execute any part of this agreement;
 - 9.2.7. The Customer breaches any of the Undertakings and/or Warranties given at Clause 7 above
- 9.3. Upon the termination by the Owner pursuant to this part of this Agreement-
- 9.3.3. The Customer shall be liable to the Owner as liquidated damages, for the balance of the Hire Rate due under this Agreement as if this Agreement had subsisted and continued for the full Period of Hire;
- 9.3.4. The Customer 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;
- 9.3.5. The Deposit or such amounts making up the Deposit or part thereof, shall be paid over to the Owner without any right for the Customer to ask for an account and/or set-off against such amount(s) as may be owing by the Customer to the Owner.
- 9.4. Any forbearance, time granted by the Owner to the Customer 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.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 10.2. 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.

11. GOVERNING LAW AND JURISDICTION

- 11.2. 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 of the Court of Singapore.





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12. DEFINITIONS AND INTERPRETATIONS

12.2. In this Agreement, unless the context otherwise requires, the following words or expressions shall have the following meanings –

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

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

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

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

"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;

Signed as an Agreement on this 12th day of June 2019

For and on behalf of)
CLX 55 Pte Ltd)

  





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SCHEDULE 1

DAILY EXPENSES

The daily expenses involved in the running of the car shall include –

1. Daily visual inspection of the Car;
2. Topping up the Fuel;
3. Topping up of water, coolant and/or such other liquids as may be expected from time to time;
4. Expenses in keeping the Car clean;





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SCHEDULE 2

NOTE OF CONFIRMATION OF RECEIPT OF DELIVERY OF THE CAR

I, **Ang Kok Siang Kenneth (NRIC S9128667Z)** of **Blk 190 Pasir Ris St 12 #05-34 Singapore 510190**, do confirm having taken delivery of the Car, details of which are as follows –

Brand	:	Mercedes
Make / Model	:	E Class 220D
Licence Number	:	SLW6757Y
Chassis Number	:	WDD2130042A061017

On this 12th day of June 2019, at 1100hrs,

I confirm and acknowledge that **any alteration to the vehicle carries an administrative charge as per paragraph 7.1.6 of this Agreement** and I further confirm that the Car was received in good condition.

Yours faithfully

Name : **ANG Kok Siang Kenneth**

NRIC : **S9128667Z**





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①
- side mirror
swivels outwards



one small chip
paint came off



scratches on boot



Remarks:

1. mileage 128654km.

2. ① mirror swivels outwards when locked.

② Boot auto not working - Kenneth to send in workshop to check.

