

Terms and Conditions:

An agreement is made between Carway Leasing and Rental of 53 Ubi Ave 1 Singapore 408934 (hereinafter called "the Owner") and the person whose particulars and signature appears overleaf (hereinafter called "the Hirer"). The Owner HEREBY rents to the Hirer and the Hirer takes the motor vehicle described overleaf (hereinafter "the Vehicle") subject to all terms, conditions and stipulation of this Agreement, in connection whereof the Hirer acknowledges and agrees as follows:

1. The Vehicle is the property of the Owner and is in good mechanical condition. The Hirer will return the Vehicle together with all keys, tyres, tools, accessories and other equipment in the same condition as when received, ordinary wear and tear excepted, to the place, date and at the time stated or sooner upon demand by the Owner. If the Vehicle has not been returned to such place on the date so specified, the Owner shall send a demand to the Hirer to return the Vehicle to such location. The Owner may at his option, repossess the Vehicle at any time thereafter the date specified in the demand elapses. The Owner reserves the right to repossess the Vehicle at any time without demand at Hirer's expenses if the Vehicle is illegally parked, is used for any illegal purpose or is apparently abandoned. The Hirer waives prior notice, pre-seizure hearing and judicial process as prior condition to Owner's repossession.
2. The Owner is entitled to take such steps as it may in his discretion thinks fit to repossess the Vehicle and shall not be liable for any loss or damage howsoever occasioned in the course of repossessing the Vehicle nor shall the Owner be liable to any person for any goods, articles or things placed or alleged to be placed in the Vehicle at the time of repossession.
3. The Owner reserves the right to retain or forfeit any of such goods, articles or things until such time as the Hirer pays all monies due and payable and where the Owner deems it fits to forfeit such goods, articles or things, the Owner shall give the Hirer two (2) weeks' notice of his intention to forfeit them and upon the expiry of the notice period, the Owner shall be entitled without incurring any liability whatsoever to sell all or parts of the goods, articles and things by private treaty or otherwise and utilised the proceeds from such sale towards payment of the said monies payable by the Hirer under this Agreement.
4. The Hirer shall be liable to the Owner for all costs and expenses incurred by the Owner in repossession of the Vehicle and also for the sale (if any) including any charges paid by the Owner in order to replace the locks of the Vehicle.
5. If the Owner makes a demand under Clause 1 and the Vehicle is returned on the specified date and location and before the expiry of the hire period as stated overleaf, the Owner shall refund the deposit to the Hirer and from the rental paid by the Hirer such sum as calculated for the unused portion of the hire period (pro-rated if applicable). The Hirer thereafter shall not have any claim against the Owner PROVIDED ALWAYS no refund of deposit shall be made to the Hirer unless all sums due and payable by the Hirer under this Agreement had been paid in full.
6. The Hirer is solely responsible for all cost of all petrol, diesel oil and other consumables used in relation to the Vehicle for all the period when the Vehicle is rented out to the Hirer.
7. The Hirer shall take proper care of the Vehicle and drive the same in a careful and skilful manner and shall observe all traffic regulations and laws. In the event of any breach of any traffic regulations and laws, the Hirer shall pay all fines and penalties which may be incurred including any fines and penalties imposed by law on Owners of a vehicle and shall be liable for all Summon Notices and inquiries in connection therewith. The Hirer shall indemnify the Owner for any fines or penalties or expenses paid by the Owner for any breaches of traffic regulations and rules by the Hirer or his driver.
8. The Hirer is solely responsible for any Area Licence Fee payable for entry into the Restricted Zone of the city during operation hours.
9. The Vehicle shall not be overloaded and shall at all times, at the Hirer's expenses, be provided with sufficient oil, water and the prescribed tyre pressure. When not in use, the Vehicle must be properly parked and locked. The Hirer shall not tamper with the speedometer and in the event of the same not functioning properly; the Hirer shall immediately inform the Owner of the defect; whereupon the Owner shall provide the Hirer with a name and address of a workshop whereby the Hirer shall deliver the Vehicle so as to remedy the defect immediately.
10. (a) The full rental cost is calculated on the basis of the either daily, weekly or monthly rental charge together with a refundable \$5200.00 deposit which are payable in advance on delivery of the Vehicle to the Hirer.
(b) In the case of a hire period exceeding one (1) month, the Hirer shall pay the Owner the following monthly rental in advance on the same day as the first rental payment was made.
(c) In the event where the Hirer fails to return the Vehicle on the expiration of this rental Agreement, i.e. where the Vehicle is not returned to the location or date as specified overleaf; or if any cheque given by the Hirer to the Owner for payment of rental in advance is dishonoured on presentation for payment or if the Hirer fails to make payment of the rental in advance as provided in the above Clause 10a or 10b; or where the Owner in his discretion extend the hire period without the Hirer paying the full rental in advance as provided in Clause 10a or 10b, whichever is applicable, then without prejudice to other rights of the Owner, the Hirer shall be liable to pay the Owner rental calculated on a daily basis rate and the rate chargeable shall be as stipulated overleaf.
11. Under no circumstances shall the Vehicle be used, operated or driven:-
(a) By any person or persons other than the Hirer or a person or persons expressly designated and authorised in this Agreement (hereinafter called "the driver") and for the purposes of this Agreement the driver shall be deemed to be the servant or the agent of the Hirer;
(b) While the Hirer or the driver is under the influence of intoxicating liquor or drugs;
(c) To carry passengers or property for a consideration express or implied;
(d) If the vehicle is obtained from the Owner by fraud or misinterpretation;
(e) In motor sports events, including racing, pace-making, rallying, reliability trials and speed testing;
(f) By any learner driver;
(g) For an illegal or unlawful purposes.
12. In the event that the Vehicle is used, operated or driven under any of the above-mentioned circumstances, such use, operation and driving of Vehicle shall be deemed to be without the Owner's permission.
13. The Hirer shall drive the Vehicle only when qualified to do so and whilst holding all necessary current licences and permits and shall at all times drive the Vehicle in accordance with all requirements of the law and with the Owner's standard policy of insurance the copy of which is available for inspection at the Owner's office. The Hirer is bound by and agrees to the terms and conditions thereof, is being understood by the Hirer that the policy is a standard motor vehicle policy as required by the laws of the Republic of Singapore. The Hirer agrees further to protect the interest of the Owner's and the Owner's insurance company in case of accident by:
(a) Obtaining names and addresses of parties involved and of witnesses and registrations numbers of all vehicles involved;
(b) Not admitting liability or guilt or compound any claim or traffic summons or notice either partially or in full;
(c) Not abandoning the Vehicle;
(d) Giving a detailed written report including diagram, even in case of slight damage within twenty-four (24) hours;
(e) Completing the Owner's accident report for the purposes of submitting to the Owner's insurance company within twenty-four (24) hours;
(f) Notifying the police immediately;
(g) Calling the Owner's office at 53 Ubi Avenue 1, Singapore 408934, its insurers' or the Owner insurer's solicitors as and when requested to do so and to his full co-operation therewith.
14. The Owner shall not be liable to any person for any loss of or damage to any property left, stored or transported by any person in or upon the vehicle before or during the hire period or on or after the day the Vehicle is returned to the Owner and the Hirer releases and indemnifies the Owner from any such liability and agrees to hold the Owner harmless from all claims and demands on a full indemnity basis.
- 14A. 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. B. The Owner shall not be liable to any persons for any loss or damage whatsoever suffered and not covered by insurance or as a result of the Vehicle breaking down for any reason whatsoever or as a result of any late delivery of the Vehicle or a replacement Vehicle and the hirer agrees to exonerate the Owner from all responsibility for any such loss or damage and to indemnify the Owner for the same.
15. The vehicle is not covered by a motor insurance policy containing personal accident or death liability for the driver or passengers. Arrangement may be made, however at the request of the Hirer to cover the Vehicle with such a policy for the period of the hire. A copy of this policy will be available for inspection at the office of the Owner if the Hirer does not arrange for this insurance cover, the Owner will not accept any liability for any accident, death or other loss resulting from an accident with the Vehicle.
16. (a) In the event the Vehicle is damaged or destroyed or lost or stolen or confiscated by the Authorities during the hire period, whether such damage is caused by or the destruction or loss theft or confiscation is through the negligence of the Hirer or a breach by the Hirer of any of the terms and conditions in this Agreement or otherwise, the Hirer shall be liable to pay to the Owner all loss and damage occasioned or suffered by the Owner.
(b) Any loss and damage as mentioned above is deemed to be in the nature of a debt or liquidated demand and without limiting the generality of Clause 16a and without prejudice to any other rights of the Owner such loss and damage shall include:-
(i) In the event of damage to the Vehicle all costs to repair the Vehicle.
(ii) In the event the Vehicle is assessed to be beyond economic repair or is destroyed, lost, stolen or confiscated the value of the Vehicle as determined by the Owner of which the assessment of the Vehicle shall be final. The Owner may in his absolute discretion permit the Hirer to replace the Vehicle at the Hirer's expense with a similar Vehicle or accept payment in lieu of the value of the Vehicle.
(iii) Damage and loss resulting from inability to hire the Vehicle out or from inability to use the same at the daily rental rate stipulated overleaf from the day the Vehicle is returned to the Owner till the day the Vehicle is repaired or replaced or the day on which the Hirer shall pay the Owner the value of the Vehicle, whichever is applicable, and where more than one is applicable the latest day shall apply.
(iv) All costs and expenses incurred for repair or replacement of any punctured or damaged tyre or for the repair or replacement of keys, lock tools, accessories and other equipment and all costs and expenses for towing charges, survey and inspection fee and any other charges or fee paid or payable by the Owner to any person whomsoever.
(v) All other costs and expenses the Owner may incur or be put or expose to as well as all other costs and expenses paid or payable by the Owner by reason of the Hirer's default.
17. Accept as expressly provided in this Agreement the Hirer shall keep the Vehicle at all times in his possession custody and control and shall not part with possession, custody or control thereof to any other person.
18. (a) If for any reason the Vehicle described overleaf or any other Vehicle ordered by the Hirer prior to the commencement of the hire period is not available at the time of such commencement, the Owner reserves the right to replace the Vehicle of similar kind and if no such replacement Vehicle is available or if the Owner shall decline to provide a replacement Vehicle other than the Hirer shall be repaid the deposit and all rental paid by the Hirer and thereafter the Hirer shall have no claim of any kind whatsoever against the Owner.
(b) If for any reason the Hirer fails or neglects or refuses to take delivery of the Vehicle at the commencement of the hire period; the Hirer shall without prejudice to the rights of the Owner, pay the Owner as liquidated damages for breaching the Agreement of which the sum is equal to the rental payable for the hire period stated overleaf, credit being given for any rental paid by the Hirer for any part of the hire period.
19. The Hirer or the driver of the Vehicle shall in no event be deemed the agent, servant or employee of the Owner in any manner or for any purpose whatsoever.
20. Any notice or demand required or permitted to be served or made under this Agreement on any person shall be deemed to have been validly served or made if served on that person personally or sent to him by registered post or local urgent mail or left at the address stated in this Agreement or to his existing or last known business or residential address and any such notice sent by registered post or local urgent mail shall be conclusively deemed to have been received by that person within. In the case of registered mail, forty-eight (48) hours, and in the case of local urgent mail, twenty-four (24) hours after the time of posting whether or not that person actually receives it or the same is returned to the sender.
21. No relaxation, forbearance, or indulgence by the Owner in enforcing any of the terms and conditions of this Agreement shall prejudice or affect the rights and powers of the Owner hereunder nor shall any breach operate as a waiver of any subsequent or continuing breach.
22. The Hirer shall pay all legal fees as between solicitors and clients and other costs and disbursements incurred in connection with demanding and enforcing payment of any monies due under this Agreement or otherwise howsoever in enforcing this Agreement and/or any of the covenants undertakings stipulations terms, conditions or provisions of this Agreement.
23. The person signing this Agreement and any other person, firm, or organisation to whom the person signing directs that payment be billed shall each be deemed a Hirer hereunder and shall be jointly and severally liable for the payment of all monies due or to become due by reason of this Agreement.
24. In the event of any disputes arising out of or in connection with this Agreement, the parties hereto hereby agree and submit to the jurisdiction of the courts of the Republic of Singapore.
25. This Agreement shall be construed in accordance with the laws of the Republic of Singapore.
26. Any provision of this Agreement or any parts of any Clause thereof which is prohibited or unenforceable in a Court of law shall be ineffective only to the extent of such prohibition or unenforceability shall invalidate or affect the remaining provisions of this Agreement or the remaining parts of the Clause affected.
27. In this Agreement where the contract so permits:-
(a) The day the Vehicle is returned to the Owner includes:-
(i) The day the Vehicle is physically returned to the Owner by any person; or
(ii) The day on which the Owner repossess the Vehicle; or
(iii) If the Vehicle is destroyed or, if the Vehicle is lost, stolen or confiscated or the Owner cannot resume or take physical possession of the same in consequence of its loss, theft or confiscation, the day on which the Hirer reports to the Owner or the day the Owner becomes aware of the occurrence, whichever is earlier, whichever is applicable, and if more than one are applicable, the one with the latest day shall apply.
(b) "The hire period" includes any extension thereof granted by the Owner and endorsed overleaf and for which payment of full rental has been made in advance as required in Clause 10a and 10b, whichever is applicable.
(c) "The Hirer" in relation to the covenants undertakings stipulations terms, conditions or provisions of this Agreement regarding the operation, use or condition of the Vehicle, or insurance matters, protecting of or exclusion of the Owner's liability on any matter or regarding the Hirer's negligence includes the driver and any breach of any such covenants undertakings stipulations terms, conditions, or provisions of or declarations made by the driver shall be deemed to be a breach or false declaration made by the Hirer.
(d) Masculine gender includes the female or neutral gender.
(e) "person" includes the Hirer, the driver or any individual, firm, company, association, society or other organisation and any government body or authority.
(f) Singular includes the plural and vice versa.
(g) "The terms and conditions of this Agreement" includes all the covenants undertakings, stipulations terms, conditions or provisions printed overleaf.
(h) "The Vehicle" includes all replacements and renewals thereof and all additional keys, locks, tools, tyres, accessories and other equipment therein or thereof whether placed therein or made before or after the date of this Agreement.
28. The Hirer shall permit the Owner at all reasonable times to have access to the Vehicle for the purpose of inspecting the state and condition thereof.
29. This Agreement and Vehicle cannot be assigned or transferred by the Hirer.

Land Transport Authority
10 Sin Ming Drive
Singapore 575701

GST Registration No. : M4-0006529-2

Print Date/Time : 21 Aug 2019 / 16:54:15

Receipt Date/Time : 21 Aug 2019 / 16:53:43

Tax Invoice/Receipt

Receipt No. : ITNET-00000-190821-002616

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 - GBD5053U As at 21 Aug 2019/10:30:00 Insurance Co: INDIA INT'L INS PTE LTD				
1	Insurance Enquiry - GBD5053U Enquiry Fee 20190821165244940463	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				
	20190821165301821	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.

EXPRESS SETTLEMENT

DISCHARGE VOUCHER III-Direct Settlement (PODS)

India Ref: MCV2019D0000937
Claimant Ref: SGZ4027C

We/I, Best Solution Autocare Pte Ltd ("the workshop") hereby confirm that we/I have reached an agreement with the appointed Surveyor of India International Insurance Pte Ltd LKK Auto Consultants Pte Ltd (name of Surveyor) with respect to the amount claimed for S\$ 3,950.00 (Global Sum) (~~repair cost~~), S\$ ~~_____~~ (loss of use/rental), S\$ ~~_____~~ (search fee), vehicle no. SGZ4027C that was damaged pursuant to the accident which occurred on 21/08/2019 (date) at BLK 7 NORTH BRIDGE RD CARPARK (location) involving vehicle no. GBD5053U (insured vehicle). This is pursuant to the inspection conducted on 22/08/2019 (date) at "the workshop".

We/I confirm that we/I are/am authorized by the owner LEE HOON TIAK ("the third party claimant") of vehicle no. SGZ4027C to make the claim as set out in the above paragraph and we/I have full authority to settle the matter on his/her behalf in a manner that we/I deem fit. We/I enclose herein the letter of authority given by "the third party claimant".

We/I further confirm that we/I will indemnify India International Insurance Pte Ltd for all damages, loss and/or expense that they will or have already incurred in the event that "the third party claimant" after the above said agreement lodges a further claim against the former for any loss and expenses suffered pertaining to cost of repairs and/or rental and/or loss of use pursuant to the damage to SGZ4027C (vehicle no.) as a result of the accident.

We/I confirm that the agreement reached above is in full and final settlement of all claims of "the third party claimant" pursuant to the accident and that further this settlement is reached on a without prejudice and without admission of liability basis.

This agreement is subject to the application of Singapore law and the Singapore Courts have exclusive jurisdiction over any dispute arising out of the same.

We/I authorize you to pay the total amount of S\$ 3,950.00 to Best Solution Autocare Pte Ltd.

Dated this 13 day of APR 20 20

CLAIMANT:		WITNESS:	
Signature:	Signed by "the workshop" (with chop)	Signature:	Signed by appointed Surveyor
Name:	<u>Best Solution Autocare Pte Ltd</u>	Name:	<u>LKK Auto Consultants Pte Ltd</u>
NRIC:	<u>201626438D</u>	NRIC:	<u>199607198R</u>
Address:	<u>53 Ubi Ave 1</u> <u>#03-01 Paya Ubi Ind Park</u> <u>S(408934)</u>	Address:	<u>51 Ubi Avenue 1</u> <u>#01-25 Paya Ubi Ind. Park S(408933)</u>
Nationality:		Nationality:	
Occupation:		Occupation:	

LETTER OF AUTHORISATION

ACCIDENT ON : 21/08/2019
AT/ALONG : Blk 7 North Bridge Rd Carpark
INVOLVING VEHICLE/S : S62 4027C & GBD 5033 U

I/We, (Name) Lee Hoon Tiak of NRIC No S1379000J hereby authorize Best Solution Autocare Pte Ltd my repairer, to give all further instructions on my behalf concerning the above said claim and to appoint a solicitor. As such, all future correspondences should be addressed to them.

My repairer is further authorized to receive on my behalf the settlement sum monies.

I confirm in the event that my vehicle is required to be re-inspected and/or if I am required to attend Court proceedings, I agree to comply and extend my co-operation readily. Failing which I will be liable to pay the repair costs, incidentals and all legal costs incurred.

I confirm in the event the Third Party claim is unsuccessful (E.g. In cases whereby the Third Party driver is driving under the influence of alcohol, driving without insurance coverage, driving without license, driving without authorization) I agree to pay for all the repair costs, survey report and incidentals incurred by my repairer.

Dated this 21 day of Aug 20 19

Lee

Signature or Right Thumb Print

Lee Chooi Peng

Signature or Right Thumb Print

Name : Lee Hoon Tiak
NRIC No : S1379000J

Witness Name : Lee Chooi Peng
NRIC No : S8073195G

Company chop (if applicable)