

KUM CHEW MOTOR WORKSHOP

160 SIN MING DRIVE
#05-08 SIN MING AUTOCITY
SINGAPORE 575722
TEL : 6456 3715, 6453 6256 FAX : 6455 7754
EMAIL : KUMCHEW1@SINGNET.COM.SG

Our Ref : SMR 5549 C

Date : 15 May 2020

M/S AXA INSURANCE PTE LTD
8 Shenton Way #27-01
AXA Tower
Singapore 068811

Attn : Motor Claims Dept

Dear Sir/Madam,

ACCIDENT INVOLVING SMR 5549 C & SMH 5553 S ON 06 May 2020

We act for M/S Goodrich Auto, the owner of motor vehicle SMR 5549 C in the abovementioned matter.

We are instructed that you are the insurer of motor vehicle SMH 5553 S at the material time. We are further instructed that the accident was caused by your insured driver's negligence in the driving, control and/or management of your insured vehicle. As a result of the accident, our clients' vehicle was damaged and our clients have been put to loss and expense, particulars of which are as follow: -

- | | |
|--|--|
| • Cost of repair | \$4333.50 |
| • Loss Of Rental (\$130.00 per day for 6 days) | \$780.00 (Include 1 day to arrange PRI & 1 day Sunday) |

Total: -	<hr/> \$5113.50
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A copy of each of the following supporting documents is enclosed herewith: -

- Invoice from Kum Chew Motor Workshop;
- Rental Agreement from Goodrich Auto;

Yours faithfully,

LTM

.....
Mdm Lim

ACCIDENT INVOLVING SMH 5553S AND SMR 5549C ALONG JURONG EAST CENTRAL (TOWARD BOON LAY WAY) ON 06/05/2020

Asher Sng (LKKAuto) <AsherSng@lkkauto.com>

Thu 5/21/2020 11:35 AM

To: CHIANGDAVID73@YAHOO.COM.SG <CHIANGDAVID73@YAHOO.COM.SG>

21 MAY 2020

CHIANG TECK HIN

Dear Sir/ Mdm

OUR REF : CC4/ASM20005648/Kea3

YOUR REF : SMH 5553S

ACCIDENT INVOLVING SMH 5553S AND SMR 5549C ALONG JURONG EAST CENTRAL (TOWARD BOON LAY WAY) ON 06/05/2020

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 claim against your policy.

We have received a claim from M/s KUM CHEW MOTOR WORKSHOP acting on behalf of the owner of SMR 5549C against your motor insurance policy.

Based on the accident report and accident scenario, it was reported that your vehicle had rear-ended the Third Party vehicle SMR 5549C. 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 intent must be formally expressed to us and acknowledged by us.

Your full co-operation in the handling of the claim is required and kindly submit the following to ashersng@lkkauto.com within 7 days from the date of this letter **if not provided at our 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 6256 3561 or email us at ashersng@lkkauto.com.

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

Yours sincerely,

Asher
Case Handler
DID: 6841 6051
FAX: 6741 4108
Email: ashersng@lkkauto.com

c.c. AXA Insurance Pte Ltd (AXA)
(Motor Claims Dept)

Note: We are on work from home arrangement. All correspondence should be made via email. Submission of claim related documents will be in softcopy. Any inconvenience caused is much regretted.

LETTER OF AUTHORITY & INDEMNITY

To : Kum Chew Motor Workshop
160, Sin Ming Drive #05-08
Sin Ming Autocity
Singapore 575722.

ACCIDENT INVOLVING VEHICLE NO. SMR 5549C AND SMH 5553S
AT SLIP ROAD OF JURONG EAST CENTRAL TO BOON LAY WAY. ON 6-5-2020.

I/We, the owner of vehicle no SMR 5549C hereby instruct and authorize you to commence repairs to the said vehicle.

You are further authorized to appoint solicitors on my/our behalf and give the solicitors full instructions as if the appointment is made and instructions are given by me/us with respect to the conduct of my/our claim against the third party driver and/or his insurers including if necessary, to commence legal proceedings in court in my/our name against the third party.

You have my/our full authority to instruct my/our solicitors to negotiate a settlement with the third party and/or his insurers on such terms as you deem fit.

Upon resolving my/our claim, you are authorized to agree with my/our solicitors on amount of their professional costs and disbursements for action for me/us and to receive payment of the balance of the settlement sum on my/our behalf directly into your account. In the event that my/our claim or legal suit is not successful or is dismissed for whatever reason, I/We understand and agree that I/We shall be personally liable to bear the legal costs of the third party as well as the professional costs and disbursements of my/our solicitors notwithstanding that my/our solicitors were appointed by you on my/our behalf.

In the event that I/We am/are required to attend at my/our solicitor's office or to attend Court in connection with my/our claim, I/We shall render full co-operation.

In the event that my/our claim against the third party and/or his insurers is not successful or can not be proceeded with and/or if any Judgment or settlement is not honored or satisfied by the third party, I/We agree and undertake to pay the full amount of your repair bill and survey fees and any other expenses reasonably incurred on my/our behalf or to pay you the difference in amount, as the case may be.

I/We undertake to inform you in the event the third party's insurance company communicates with me/us directly by telephone or in writing and I/We further undertake not to accept any monies or offer of settlement from the third party's insurers without first communication with you.

I/We irrevocably authorize Mr. KUM CHEW MOTOR of the Repairers to sign all discharge voucher/ Indemnity forms and all necessary documents in connection with and arising out of the claim.

Dated this 11 day of MAY 20 20

(Company stamp if applicable)



Name

I/C No

Address



AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SMH 5553S (Insd veh)	Model: MERCEDES BENZ C 180 - 1597CC
	SMR 5549C (TP veh)	
Date of Accident/ Time:	06/05/2020 / 20:45	

Repair Estimate	: \$	7,123.39	
Final Repair Cost	: \$		
Loss of Use	: \$		days at \$ per day
Rental (if any)	: \$		days at \$ per day
LTA / GIA Search Fee	: \$		
Others:	: \$		
Final Settlement Sum	: \$	5,050.00	(GLOBAL SUM - ALL IN)
Payee Name : KUM CHEW MOTOR WORKSHOP			
Is Third Party Workshop GIA Registered? [] YES [x] NO (Kindly indicate below)			
A)	For Non GIA Registered Workshop:	Agreed Liability 100 (%)	
B)	For GIA Registered Workshop:	BOLA Applicable: Yes/ No BOLA Scenario No: _____	
	BOLA Liability: _____ (%)	Assessed Liability (*): _____ (%)	
* Assessed Liability to be filled only for chain collisions and for cases where BOLA does not apply.			
Remarks:			

NOTE:

1. PLEASE EXPRESSLY RESERVE YOUR CLIENT'S RIGHTS IF SO REQUIRED IN THIS SETTLEMENT DOCUMENT.
2. THIS SETTLEMENT IS ON A WITHOUT PREJUDICE BASIS AND SHOULD NOT CONSTRUED AS AN ADMISSION OF LIABILITY ON AXA AND THEIR CLIENT/TORTFEASOR IN ANY MANNER WHATSOEVER.
3. AXA RESERVES THEIR RIGHTS UNDER THE POLICY TERMS & CONDITIONS AS WELL AS THEIR RIGHTS IN LAW.

Only applicable to rental claim - All document are to be submitted with this settlement confirmation. In the event, rental agreement / invoices are **not received within 7 days** of this signed confirmation, we will automatically revert to loss of use claim per the NIMA rates.

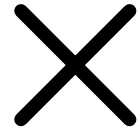
We/I confirmed that this is a full and final settlement that we and or our client have/had/has against you (AXA and their policyholder/authorised driver/tortfeasor) for any and all losses (past/present/future) arising from this accident.

We confirmed that we have the authority of our client to act for and on their behalf in this accident.

  Signature of workshop representative / Workshop stamp Name of Representative: <u>SECRET CHIN CHRON</u> Date: <u>30/5/2020</u>	 Signature of Witness / Workshop stamp (if applicable) Name of Witness: <u>LIM KIM ENG</u> Date: <u>30/5/2020</u>
 Signature of AXA's surveyor/representative: <u>KSC</u> Name of AXA's surveyor /Representative: Date: <u>01/06/2020</u>	

KUM CHEW MOTOR WORKSHOP

160, SIN MING DRIVE #05-08
SIN MING AUTOCITY, SINGAPORE 575722.
Tel No. : 64536256/64563715 Fax No. : 64557754
E-Mail : kumchew1@singnet.com.sg
GST Reg.No. : M90367665T Buss. Reg. No. : 52865130K



M/S AXA INSURANCE PTE LTD
8, SHENTON WAY #27-01
AXA TOWER, SINGAPORE 068811.
MOTOR CLAIM FAX NO. 68804838

Attention : Motor Claim Department

Contact : 63387288/18008804741 68804070 Fax No. : 63382522

Proforma Invoice : ES004916

Date : 15/05/2020
Vehicle Num. : SMR 5549 C
Make/Model : MERCEDES BENZ C180-2012
Chassis/Eng# : WDD2040452A681977/27191031352569
Accident Date : 06/05/2020
Claim No. :
Reference : KC/TP5549/2005-04
Policy No. :


LUMP SUM REPAIR

Amount S\$

4,050.00

SingDollars : Four Thousand Three Hundred Thirty-Three & Cents Fifty Only

Total S\$: 4,050.00
GST@7% S\$: 283.50
Amount Due S\$: 4,333.50


KUM CHEW MOTOR WORKSHOP



GOODRICH AUTO

Business Reg: 53323064X
Tampines Central PO Box 106 S(915204)
Mobile: 9007 9338
Email: goodrichautoo@gmail.com

09th May 2020

MR EZEKIEL SELVA CHANDRAN KOLANDEVELU
S8638382I

Blk 206A Punggol Place
#09-2032
Singapore 821206

Dear Sir/Mdm

RE: CAR RENTAL AGREEMENT – HONDA STREAM 1.8A SLX4631J

I) Contract schedule as follows:-

Period of hire	: 06 days
Effective date	: 9 th May 2020 – 15 th May 2020
Vehicle make / model / colour	: Honda Stream Sunroof 1.8A / Silver
Registration plate / PHC Decal	: SLX4631J / A112275
Daily hire charges	: \$130/- per day
Refundable deposit	: \$500/-
Payment schedule	: Advance Rental @ \$780/-
Payment mode	: Cash or Internet banking fund transfer
Bank details	: OCBC – Goodrich Auto
Account no.	: 695-585-547-001
PayNow UEN	: 53323064X
Local Use Excess*	: \$2,000 (OD) + \$2,000 (TP) in SG
Malaysia use	: Yes; Excess* at \$4,000 (OD) + \$4,000 (TP)
Termination clause	: No termination during period of hire
Limousine service platform	: All LTA Approved Private-Hire Platforms

**In the event of an accident, the Hirer shall be liable for the Excess or repair amount, whichever is lower, regardless of any fault by any party/parties*

TERMS AND CONDITIONS OF HIRE

AN AGREEMENT made between **GOODRICH AUTO** (herein called the "Owner" which expression shall where the context so admits include the Owner's assignees and successors in title) of the one part and the Hirer named in the Schedule hereto (hereinafter called the "Hirer" which expression shall where the context so admits include the Hirer's permitted assigns) of the other part.

WHEREBY IT IS AGREED as follows:

1. AGREEMENT FOR HIRE

- 1.1 The Owner will let and the Hirer will take on hire the motor vehicle (hereinafter called the "Vehicle") described in the Schedule upon the terms and conditions as set out in this Agreement.
- 1.2 The Vehicle shall at all times remain the property of the Owner and the Hirer and/or the person(s) specifically named and authorized by the Owner (the "Authorized Driver") shall have no rights to the Vehicle other than as hirer and all the Hirer and/or authorized driver shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner in respect of the Vehicle are or may be prejudicially affected. The Hirer and/or the authorized driver shall not be the Owner's servant and/or agent for any purpose whatsoever.
- 1.3 The Owner will use all reasonable endeavours to have the Vehicle available for hire on the date specified in the Schedule but shall not incur any liability whatsoever in the event of any delay.

2. PERIOD OF HIRE

- 2.1 The hiring of the Vehicle will commence on the date specified ("Date/Time Start") and continue for the period specified in the Schedule or unless otherwise terminated pursuant to the terms herein.
- 2.2 The period of hire is for a fixed term and the Hirer and/or the authorized driver shall not be entitled to return the Vehicle at any time prior to the expiry of the period of hire without the express written consent of the Owner and shall be liable to compensate the Owner for any loss arising out of any premature return of the Vehicle (including but not limited to the loss of the hire charges for the unexpired period of hire).

3. HIRE CHARGE

- 3.1 The rental charge (the "Hire Charge") is as specified in the Schedule. The Hirer shall pay to the Owner in advance the Hire Charge stated in the Schedule with the first payment due and payable on the date of the commencement of the Period of Hire and subsequent payments to be made at consecutive intervals specified in the Schedule without prior demand by the Owner. As payment of all sums is time sensitive, the Hirer shall be deemed to have repudiated this Agreement if any Hire Charge or other payments due, owing or payable under this Agreement (the "Outstandings") shall remain unpaid for more than two (2) calendar days after becoming due, owing or payable.
- 3.2 Without prejudice to clause 3.1, in the event the Hirer fails to pay all or any part of the Outstandings for any reason whatsoever, the Hirer shall be liable for late payment interest at the rate of 1.5% per month calculated on a daily basis for late payment of any Outstandings by the Hirer to the Owner in accordance of the provisions of this Agreement. Such interest shall accrue from the agreed date of return of the said vehicle by the Hirer to the Owner regardless of whether the Hirer in fact returns the said vehicle.
- 3.3 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 for every day elapsing between the expiration of the Period of Hire and the time the Vehicle is returned to the Owner the sum specified as the additional daily charge in the Schedule.
- 3.4 Such other rights of the Owner include but are not limited to the right of the Owner to repossess the Vehicle by such method as the Owner may in its sole and absolute discretion decide. The Hirer shall reimburse the Owner for all costs, charges and expenses incurred in the exercise of its rights on the basis of full indemnity.
- 3.5 Nothing contained in clause 3.3, 3.4 shall confer upon the Hirer any right to the continued use or possession of the Vehicle.

4. DEPOSIT

- 4.1 The Hirer shall also pay in cash / internet banking fund transfer prior to the commencement of the Period of Hire (the "Deposit") specified in the Schedule. The Owner shall (without prejudice to any other rights which it may have against the Hirer) be at liberty to retain out of such Deposit:
 - (a) in the event of an accident involving the Vehicle, the excess (hereinafter referred to as the "Excess" amount payable as specified in the Schedule in respect of each and every accident under the provisions of clause 7.5 hereof;
 - (b) the amount of any loss or damage for which the Hirer is responsible under the provisions of clauses 5.19, 7.8 and 7.9 hereof;
 - (c) any additional charges or payments or default interest payable under clauses 3.1, 3.2.
- 4.2 The Owner shall be entitled to retain the Deposit for a period of up to 2 weeks from the end of the Period of Hire to determine if any of the circumstances giving rise to clauses 4.1 (a) – (c) have arisen. The Deposit of any part thereof to be refunded to the Hirer after taking into consideration clauses 4.1 (a) – (c) shall be interest free.

5. CARE, USE AND CUSTODY OF VEHICLE

- 5.1 Upon taking delivery of the Vehicle, the Hirer shall forthwith notify the Owner and shall state in the Vehicle Check-Out Form, any defects to the Vehicle. If the Hirer fails to or neglects to do so, the Vehicle shall be deemed to have been delivered and accepted by the Hirer in good in serviceable condition complete with all fittings, accessories, tools and spare tyre as per distributor option.
- 5.2 At the end of the Period of Hire:
 - (a) the Vehicle shall be returned by the Hirer, in the same condition as at the commencement of the Period Of Hire complete with fittings, accessories, tools and spare tyre as per distributor option, fair wear and tear excepted.
 - (b) The Hirer shall ensure that the Vehicle Checkout / Checkin Form has been duly completed, failing which, the Vehicle will be deemed returned in the condition certified by the Owner and the Hirer shall be bound by such certification of the Owner.if Owner is of the view that clause 5.2(a) has not been complied, the Hirer shall pay to the Owner such sums of money certified by the Owner as the damages which it has incurred or suffered to repair the Vehicle to its original condition as well as loss of hire charge of the Vehicle during the period of its repair.
- 5.3 The Vehicle shall at all times be driven properly and safely by the Hirer or by persons who have been expressly designated and authorized in the Schedule hereto (the "Additional Driver")
- 5.4 The Hirer confirms that he and any Additional Driver:
 - (a) are between 22 and 70 years of age;
 - (b) hold a valid driving licence recognized under Singapore law;
 - (c) have not less than 2 years driving experience
 - (d) do not suffer from any physical infirmity or uncorrected defective vision or hearing
 - (e) have been informed that the Vehicle has been insured for Singapore use only and as such cannot be driven into Malaysia or any other place outside Singapore without the prior written consent of the Owner.
 - (f) must notify the Owner of any intended extension of the Period of Hire at least 7 calendar days prior to expiry of the Period of Hire. Extension of Period of Hire is subject to availability.
 - (g) shall not make and shall not authorize the making of any alteration, additional modifications or changes whatsoever to the Vehicle without the Owner's prior written consent
- 5.7 The Hirer and Additional Driver shall at all times, drive the Vehicle in a careful and skillful manner and in accordance with all legal requirements.
- 5.8 The Hirer shall not use the Vehicle for racing, speed trials or any competitive events other than for limousine services, social and domestic purposes.
- 5.9 The Hirer shall not take the Vehicle outside Singapore, including without limitation, Malaysia, without prior consent of the Owner which consent shall be on such terms and conditions which the Owner may stipulate from time to time, which conditions may include without limitation:
 - (a) the imposition of a surcharge;

- (b) that the Owner shall not be required or obliged to provide a replacement vehicle;
 - (c) that the Owner shall not be liable or responsible in any manner whatsoever for any damages, liabilities, costs, charges or expenses incurred or suffered by the Hirer in driving the Vehicle to, in and from Malaysia or such other countries.
- 5.10 The Hirer shall at all times, keep the Vehicle in his possession and custody and shall not part with possession or custody to any other person. In the event, the Hirer loses possession or custody of the Vehicle, the Hirer shall at own expense, take all necessary steps including steps required by the Owner, to recover possession of the Vehicle.
 - 5.11 The Hirer shall bear the cost of repair or rectification of any damage to the Vehicle from the negligence or improper use of the Vehicle by Hirer or Additional Driver.
 - 5.12 In the event Hirer authorizes the repairs of the Vehicle by any third party not approved by the Owner, the Hirer shall reimburse the Owner on a full indemnity basis for all costs, charges and expenses for reinstating the Vehicle to its original condition.
 - 5.13 The Hirer shall only pump fuel of such grade as may be specified by the Owner and shall pay for the cost of fuel during the Period of Hire PROVIDED ALWAYS that the Hirer having taken delivery of the said Vehicle with fuel level agreed by both parties shall return it likewise, failing which, the Owner is entitled to refill to the level of delivery and recover the costs that includes but not limited to fuel and transport cost from the Hirer.
 - 5.14 Smoking is strictly prohibited in the Vehicle. The Hirer is responsible for all charges, expenses and costs including but not limited to loss of revenue of the Vehicle for the removal of such odours by the Owner. With effect from 01 October 2017, smoking is banned within PHCs, and the Hirer is responsible for all fines and penalties imposed.
 - 5.15 The Hirer acknowledges that all personal belongings and valuables are removed from the Vehicle during any servicing or repair works. Any items left in the car during servicing or repair works is at the Hirer's own risk and the Owner shall not be responsible or liable for the loss of any personal belongings or valuables.
 - 5.16 The Hirer shall not sell, assign, mortgage, let on hire or otherwise dispose of or part with the possession of the Vehicle or part thereof.
 - 5.17 The Hirer shall permit the Owner or its authorized representatives at all reasonable times to enter upon the premises where the Vehicle may from time to time or any time be garaged or parked to inspect the interior/exterior condition and test drive the Vehicle.
 - 5.18 The Hirer shall immediately notify the Owner of any change in the Hirer's address and particulars and upon request of the Owner, inform the Vehicle's whereabouts.
 - 5.19 The Hirer is to ensure a PDF copy or printout of the result of the "Enquire Road Tax Expiry Date" online function as well as the certificate of insurance is kept in the Vehicle at all times while driving in Malaysia. The Owner shall not be responsible or liable in any manner whatsoever should the Hirer fail to observe such terms of proof of road tax and insurance validity.

6. 24-HOURS BREAKDOWN AND EMERGENCY SERVICE

- 6.1 The Owner shall provide a 24-hours breakdown and emergency towing service, in the event the Vehicle suffers a breakdown or encounters an accident within Singapore Island.
- 6.2 The Hirer agrees that any punctured tyre, empty petrol tank, loss of Vehicle's keys or keys locked inside Vehicle as well as all negligent driving resulting in Vehicle damages, does not constitute a breakdown and that in the event the Owner's 24-hour breakdown and emergency service is called upon to respond to such occurrences, the Hirer shall bear the cost of such response fully which cost shall not include the costs of any parts replaced. Rental charges shall continue as per norm.

7. INSURANCE

- 7.1 The Vehicle has been insured against:
 - (a) all third party risks as required by law;
 - (b) all damage to third party property;
 - (c) own damage to the vehicle (subject to payment of repair cost, or Excess, whichever is lower)
 - (d) loss or theft of the Vehicle
- 7.2 The Hirer acknowledges that the commercial motor insurance policy effected by the Owner does not cover:
 - (a) personal injuries or death to the driver of the Vehicle
 - (b) personal injuries or death to any passenger in the Vehicle if it cannot be proved that the driver of the Vehicle and/or any other third party driver is negligent and otherwise at fault

The Hirer may take out a separate Personal Accident Insurance (PAI) cover which shall be at Hirer's own expense.
- 7.3 The Hirer shall immediately notify the Owner of any accident involving the Vehicle and also report the accident to the police or other proper authority within the time prescribed by law. The notification of all accidents to be given by the Hirer to the Owner must be within 24 hours from the time of accident, failing which may result in breach of contractual policy conditions leading to repudiation of all liabilities and responsibilities of the Owner and underwriter.
- 7.4 The Hirer shall upon reporting the accident to any proper authority, immediately submit all reports, documents, drawings, photos, third party particulars etc to the satisfaction of the Owner. The Hirer shall assist and co-operate in all reasonable circumstances as required in connection to the accident by the Owner and/or its insurers. If the Hirer neglects, fails or refuses to comply to reporting or assistance, the Hirer shall be solely responsible for all costs, expenses and liabilities arising out of the accident.
- 7.5 The Hirer shall be responsible and liable for payment of the Excess or repair cost (whichever is lower) to the Owner for each and every accident unless otherwise stated in clause 7.8.
- 7.6 The Excess payable by the Hirer is subject to such changes which the Owner may from time to time and at any time notify the Hirer, and such changes shall take effect from the date specified in the notice.
- 7.7 The Hirer agrees that the Owner may in its sole discretion, conduct any negotiations and effect any settlement with regards to any accident involving the Vehicle and the Hirer agrees to abide fully by any such settlements.
- 7.8 In the event of any accident involving the Vehicle caused directly or indirectly by the negligence and/or contravention of any statute or regulations by the driver of the Vehicle which results in the insurers for the Vehicle repudiating liability for any damage or loss arising from the said accident, the Hirer shall be liable and responsible for all damages to the Vehicle and all direct and consequential loss or damage incurred by the Owner on the basis of full indemnity and shall indemnify the Owner against all actions, proceedings, liability, claims and expense arising out of the said accident.
- 7.9 The Hirer acknowledges that the Excess stated in the Schedule is in respect of a damage to the Vehicle so that in the event the Vehicle suffers more than one damage, the amount of Excess payable by the Hirer is on a per incident basis..

8. REPLACEMENT VEHICLE

- 8.1 If for any reason the Vehicle described in the Schedule prior to the commencement of the Period of Hire is not available at the time of such commencement, the Owner shall have the right to replace the Vehicle with an alternative vehicle of similar seating capacity and if no such alternative is available or if the Owner shall in its sole and absolute discretion decline to provide an alternative vehicle then the Hirer shall be repaid and Hire Charge and Deposit paid by him but shall have no other claim of any kind whatsoever against the Owner.
- 8.2 In the event of a breakdown or damage to the Vehicle, the Owner may at any time require the Hirer to return the Vehicle to enable Owner to repair the damages and/or the cause(s) of the breakdown, in which event, the Owner shall NOT provide the Hirer with a replacement Vehicle.
- 8.3 The Hirer acknowledges that there shall be no replacement Vehicle for this agreement. In the event of an accident or breakdown of the Vehicle described in the Schedule, hire charges shall be payable up to the time of agreed rental stoppage. Hire charges shall continue for all accidents and breakdowns that is caused by the Hirer.

9. INDEMNITY

- 9.1 The Hirer shall be solely responsible for all fines, penalties, summonses and all other legal proceedings in respect of the Vehicle and/or driver of the Vehicle which arises from events occurring during the Period of Hire including extensions of hire and shall fully indemnify the Owner against all actions, proceedings, liabilities, claims, damages, costs and expenses as a result of the same.

10. TERMINATION

- 10.1 The Owner shall have the right to terminate at its sole and absolute discretion this Agreement at any time after the commencement of the Period of Hire by giving not less than 2 calendar days notice in writing to the Hirer. Upon receipt of the termination notice, the Hirer shall return the Vehicle to the Owner at the date and time specified in the notice. The Owner shall not be obliged to inform the Hirer as to the reason for such termination. Termination of this Agreement shall not affect any accrued rights of the Owner or liabilities of the Hirer as at such termination.

- 10.2 No early termination by the Hirer unless agreed in writing by the Owner. For vehicles returned earlier than the contracted duration with no written approval by the Owner, the full rental rate is payable till contract expiry together with a forfeiture of the deposit.

11. PRIVATE HIRE CAR (PHC) SERVICES

- 11.1 Only Hirer and/or his named authorized driver is/are allowed to conduct private-hire car services for the purpose of passenger transportation.
- 11.2 The Hirer and/or named authorized driver shall at all times, indemnify the Owner and undertake full responsibility under all LTA rules and regulations as well as the terms and code of conduct set out for the all respective private hire platforms.
- 11.3 Hirers and their authorized drivers are to be in possession of a valid Private-Hire-Car Driver's Vocational License (PDVL) and/or Taxi Driver's Vocational License (TDVL) or an In-Principal Approval Letter from LTA at all times while rendering Private-Hire Car services.
- 11.4 All private hire cars used to provide chauffeured services must display a pair of tamper-evident decals on the front and back windscreen of their vehicles. This is to allow for easier identification of registered private hire cars, and facilitate enforcement against offences such as unregistered cars providing chauffeured services, or private hire cars picking up passengers by street-hail. Any removal, disfiguring or tampering done to any such decal will be subjected to a \$50 replacement fee.

12. GENERAL

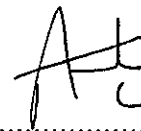
- 12.1 In this Agreement "the Vehicle" includes all additions and accessories thereto whether made before or after the date of the Agreement and references to a month shall be to a calendar month.
- 12.2 The rights of the Owner under this Agreement are cumulative and may be exercised as often as it considers appropriate and are in addition to its rights under the general law. No relaxation, forbearance, waiver 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 waiver of any breach operate as a waiver of any subsequent or continuing breach.
- 12.3 The Owner may from time to time modify, vary, change or alter the terms and conditions of this Agreement provided that it shall use its reasonable endeavours to inform the Hirer of the modifications, variations, changes or alterations and the Hirer shall be bound by such modifications, variations, changes or alterations.
- 12.4 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 12.5 In the event of any breach of Agreement by the Hirer, the Owner may without prior notice to the Hirer take possession of the Vehicle and for this purpose, the Hirer hereby irrevocably authorizes the Owner by its servants and/or agents to enter without prior notice into any premises in which the Vehicle may for the time being be kept and to take possession of the Vehicle without being liable to any action or proceeding at the suit of the Hirer or any person claiming under or through him. In such an event, the repossession by the Owner of the Vehicle shall constitute a termination of the hiring. The exercise of the right of repossession shall not prejudice the Owner's right to claim for rental, damages or other remedies against the Hirer for the breach of any of its obligations of this Agreement.
- 12.6 This Agreement or any part thereof shall not be assigned or transferred by the Hirer without the prior written consent of the Owner. The Hirer agrees that the Owner has the right at any time to assign, transfer or novate the Agreement and the Hirer shall enter into such assignment, transfer or novation agreement when requested by the Owner.
- 12.7 The Hirer agrees that in any event of any legal and/or recovery action by the Owner against the Hirer for the recovery of any sums due, owing or payable under this Agreement for damages arising directly or indirectly from the breach of this Agreement, the Hirer shall be liable for the Owner's legal and/or recovery costs on a full indemnity basis.
- 12.8 This Agreement shall not come into force until it has been signed by or on behalf of the Owner by one of its duly authorized person, and unless until the Deposit and advance rental has been paid by the Hirer
- 12.9 This Agreement supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof and reflects their entire agreement.
- 12.10 This Agreement is governed by and shall be construed in accordance with the laws of the Republic of Singapore and the parties hereto irrevocably submit to the jurisdiction of the Courts of the Republic of Singapore.

For and on behalf of:
THE HIRER



Name: Mr Ezekiel Selva Chandran Kolandavelu
NRIC: S86383821

SIGNED By:
for and on behalf of
GOODRICH AUTO



Name: Andrew Ngauw
Designation: Manager

Company Stamp:





Re:[Mandate IA] - SOM02NRM [ACCIDENT INVOLVING SMH 5553S(OI) & SMR 5549C(TP) ON 06/05/2020]

Type

🔗 Question

Message

Hi, pls proceed as per mandate for COR but for LOR, pls offer \$120 per day first. If TP refused, then offer \$130 per day. Ty.

Reply