

Cecilia Chong (LKK Auto)

From: Loi Ai Ting <aiting.loi@cyclecarriage.com.sg>
Sent: Wednesday, 20 January 2021 5:56 PM
To: Cecilia Chong (LKK Auto)
Cc: Jojo Cheng; Lauro Araos Songcuan JR; Andre Chow En De; Admin A
Subject: LKK Ref: CC4/LPC20014329/ga3, C&C Ref: SLV9903C, claim TP Lonpac SJU6577J, DOA: 18/12/2020
Attachments: [Untitled].pdf

Dear Sir/Madam,

Attached our repair invoice, rental invoice, GIA search fee, and Authorisation to Act, for your perusal.

Our client's claim is as stated below:

COR	\$ 1,771.92	
LOR	\$ 642.00	(\$107/day x 6 days)
LTA	\$ 2.00	

Total	\$ 2,415.92	

Kindly offer for settlement.

Appreciate.

Best Regards,

Loi Ai Ting



Exceptional Journeys

Cycle & Carriage Singapore • 209 Pandan Gardens, Singapore 609339
T: +65 6568 4556 • F: +65 6565 1240 • www.cyclecarriage.com.sg

 A member of the Jardine Cycle & Carriage Group

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To:
Cycle & Carriage Automotive Pte Limited
209 Pandan Gardens,
Singapore 609339

Attention: [Motor Claims Department]

Date:

LETTER OF AUTHORIZATION TO ACT

Dear Sirs,

1. I/We, the undersigned, am the registered owner of vehicle no. SLV9903C (*vehicle no.*) (the "**Vehicle**").
2. As a result of a motor incident occurring on 18.12.2020 (*date and time of accident*) on/along CTE BEFORE TURNING OUT TO PIE (*location*) between the Vehicle and SJU6577J (*3rd party vehicle(s) number, if any*) (the "**Accident**"), the Vehicle was damaged and has been sent in for repairs to be conducted at Cycle & Carriage's workshop.
3. I/We hereby authorize Cycle & Carriage to act for and on my/our behalf in respect of the following:
 - (a) to submit, make, settle and/or resolve any claims (the "**Claims**") which I/we may have against third party insurers and/or any other parties ("**Third Parties**") arising out of the Accident, in any manner as it deems fit;
 - (b) to receive payment from any Third Parties as settlement for the Claims (including accepting cheques made out in favour of Cycle & Carriage); and
 - (c) to generally do or cause to be done all acts or things (including signing any forms or documents or giving instructions to any Third Parties) which it deems necessary or expedient for the foregoing purposes.
4. In addition to the above, I/We hereby further authorize Cycle & Carriage, for and on our behalf, to **execute and sign any discharge vouchers, indemnity forms and/or any other forms or documents** in relation to or arising from the Claims.

For the avoidance of doubt, all payments towards settlement of the Claims should be made in favour of Cycle & Carriage.



Exceptional Journeys

5. I/We further acknowledge and recognize that any settlement which Cycle & Carriage may make for and on my/our behalf in respect of any Claims may be on a without prejudice basis and without any admission of liability in so far as any other Third Parties are concerned.

Thank you.

Yours faithfully,

A handwritten signature in blue ink, appearing to be "Lee Poh Kwang", written over a horizontal line.

Name: LEE POH KWANG SXXXX948A
NRIC / Passport No. / Company Registration No.:



LONPAC INSURANCE BHD

CLAIM NO : 19/20/21/VC05/024025

DATE : 12 MAY 2021


DISCHARGE VOUCHER

I/We, LEE POH KWANG confirmed acceptance from M/s **LONPAC INSURANCE BHD** and/or owner of SJU 6577J the sum of Singapore Dollar Two Thousand Two Hundred One and Cents Ninety Two Only (\$2,201.92) in full and final satisfaction, liquidation and discharge of all property losses competent to me/us upon the said M/s **LONPAC INSURANCE BHD** in respect of all property losses sustained by me/us whether now or hereafter to become manifest, arising either directly or indirectly from an accident involving SJU 6577J and SLV 9903C on 18 December 2020 along CTE just before turning out to PIE (CHANGI).

I /We hereby agree to indemnify and keep indemnify (**LONPAC INSURANCE BHD/ JAFFAR BIN KADER MYDIN**) against all claims and any claims whatsoever made by any person/persons on our behalf in respect of the said accident.

I/We further authorize you to pay the above settlement sum directly to **CYCLE & CARRIAGE AUTOMOTIVE PTE LTD.**

I/We hereby acknowledged that this payment is made on a without admission of liability basis and without prejudice to all related claims and in respect of our insured's recovery action.

 22/6/21

.....
Signature of vehicle owner/Date

Lee Poh Kwang 22/6/21

.....
Name of vehicle owner /Date

SIGNED WITHOUT PREJUDICE FOR
ANY PERSONAL INJURY CLAIM

TAX INVOICE

Co Reg No : 197701469G

GST Reg No : MR-8500111-X

Invoice Name & Address	Owner Name & Vehicle Info	
LONPAC INSURANCE BHD	Cust No/Name	/Mr Lee Poh Kwang
MOTOR CLAIM DEPARTMENT	Reg No/Reg Date	SLV9903C / 25/01/2018
300 BEACH ROAD	Date In/Mileage	05/01/2021/ 88984
#17-04/07 THE CONCOURSE	Chassis/Package	MMBSTA13AJH000725 /#
SINGAPORE 199555	Engine No	3A92UGN1645
Contact No	Make/Model	MIT/18MY ATTRAGE 1.2 CVT
05/01/2021	Colour/Trim	W05 WHITE PEARL / BK BLACK

Account No	Terms	Date/Time Printed	CSE	Operator	WIP No	Invoice/Credit Note No		
CTP00040	Cash	20/01/2021/ 17:36	TLE	260 / AiTing	60959	41468378		
Description of Goods / Services					Qty	Unit Price	Disc%	Amount
E PNT88000								640.00
REPLACE DAMAGED PARTS, REPAIR REAR BUMPER, AND ALL OTHER AFFECTED AREAS, ADJUST AND ALIGN BODY GAPS ALIGNMENT TO THE SAME								
E PNT98000								550.00
RESPRAY ON REAR BUMPER, AND ALL OTHER AFFECTED AREAS TO THE SAME								
A 54900099								50.00
CHECK WIRING & ELECTRICAL SYSTEM								
A 10028901								280.00
CONDUCT DIAGNOSTIC CHECK USING MUT TESTER AND CLEAR TROUBLE CODE								
E PNT88000								100.00
REMOVE & REINSTALL REVERSE SENSOR TO FACILITATE REPAIR								
M SUNDRY								20.00
SUNDRIES								
Z TEXT								
TP CLAIM LONPAC SJU6577J								
DOA : 18.12.20								
SURVEYOR STEVE LKK 05.01.21								
REPAIR 03 DAYS								
X CLIP,RR BUMPER					4.00	4.00	00.00	16.00
Guarantee Your Warranty, Maintain with Cycle & Carriage!								

Parts	16.00	Nett	1,656.00
Labour	1,620.00	7% GST on	1656.00
Standard Menu	0.00		
Specialist Job	0.00	Total Payable	1,771.92
Diagnostics Job	0.00	Paid	0.00
Sundry/Others	20.00	Total Due	1,771.92
Total(w/o GST)	1,656.00		

Payment should be made strictly by cash, NETS or credit cards. Thank you.
 Any dispute to the invoice must be made within 3 days. This is a computer generated document, no signature is required.

RENTAL AGREEMENT

No. RRA21010011

Date: 05 Jan 2021

The Hirer (as identified below) wishes to lease from **Cycle & Carriage Leasing Pte. Ltd.** (UEN: 201900307R), a company incorporated in Singapore with its registered office at 239 Alexandra Road, Singapore 159930 ("**Owner**"), and the Owner has agreed to lease to the Hirer, the Vehicle (as identified below), subject to the terms and conditions set out below and in the attached Terms and Conditions of Rental.

Hirer Particulars		Vehicle Particulars	
Name	: Lee Poh Kwang C/O Cycle & Carriage Automotive Pte Ltd	Vehicle No.	: SML8048T
NRIC/FIN/PP/ROC No.	: *****948A	Vehicle Type	: Mitsubishi Attrage (Modern)
Registered Address	: - Singapore -	Vehicle Model	: ATTRAGE 1.2 CVT
Mobile No.	: +6598373473	Commencement Date	: 05/01/2021 09:00
Email address	: raist140277@gmail.com	End Date	: 11/01/2021 09:00
Driver Particulars		Rental Charge	
Name	: Lee Poh Kwang C/O Cycle & Carriage Automotive Pte Ltd	Daily: 6 days x 100.00	\$ 600.00
Driving License No.	:	Weekly	\$ 0.00
Issue Date	: 08/09/2014	Monthly	\$ 0.00
Mobile No.	: +6598373473	Total	\$ 642.00
		Inclusive GST 7.0%	\$ 42.00
		Amt Before GST	\$ 600.00
		Deposit Amount	\$ 0.00
REMARKS		Insurance Excess	
		Section I - \$1500/ Section II - \$1500 For drivers below age 22, or below 2 years driving experience, additional excess of \$3500 applies	

☒ I wish to receive the latest news and promotions from Jardine Cycle & Carriage Limited. I consent to the collection, use and disclosure of my Personal Information by Jardine Cycle & Carriage Limited and its subsidiaries and affiliates ("JCCL"), in accordance with Clause 14.2 of the Terms and Conditions of Rental.

The Owner



For and on behalf of

Cycle & Carriage Leasing Pte. Ltd.

Name

Designation

Date

The Hirer



Name : Lee Poh Kwang C/O Cycle & Carriage Automotive Pte Ltd

Company Stamp (if applicable)

Date

Terms and Conditions for Term Leases

1. Deposit

- 1.1** The Hirer shall provide the Owner with a deposit ("**Deposit**") as specified on the Cover Page (if any) ("**Deposit Amount**"), in confirmation of the Hirer's booking and as security for the proper and punctual performance of the Hirer's obligations under this Agreement. The Deposit shall be provided by the Hirer to the Owner on or before the date of this Agreement.
- 1.2** The Owner shall be entitled, without prior notice to the Hirer, to apply any part of the Deposit to partially or totally discharge any actual or contingent liability of the Hirer to the Owner, under or in relation to this Agreement or otherwise (including (i) any and all sums due and payable to the Owner from the Hirer under this Agreement, (ii) the Rental Charges and other amounts payable by the Hirer to the Owner, and (iv) the cost of making good any damage to the Vehicle caused by the Hirer that is not expressly stated to be borne by the Owner in this Agreement).
- 1.3** The Deposit shall remain the property of the Owner and the Owner shall be entitled to retain the Deposit, and shall have no obligation to return any part of the Deposit to the Hirer, until:
- 1.3.1** the expiry or termination of the Rental Period; and
 - 1.3.2** all sums payable, or which may become payable, by the Hirer under this Agreement having been received in full by the Owner, and the Owner is satisfied that Hirer has duly and properly complied with all of its obligations under this Agreement.
- Within 14 days after the conditions in Clauses 1.3.1 and 1.3.2 are met, the Owner shall return to the Hirer the remainder (if any) of the Deposit after applying such Deposit to discharge all other sums outstanding and/or payable by the Hirer to the Owner (if any), under or in relation to this Agreement or otherwise.
- 1.4** The Hirer shall not be entitled to, and the Owner is not liable to pay, any interest on any Deposit Amount or Deposit.
- 1.5** The Owner may, by notice in writing to the Hirer, revise the Deposit Amount at its sole discretion. If the Owner notifies the Hirer of any revision to the Deposit Amount, the Hirer shall, within five days after the notice is given by the Owner, provide to the Owner a sum equal to the difference between the revised Deposit Amount and the previous Deposit Amount.
- 1.6** If at any time the amount of monies being held by the Owner as the Deposit falls below the then applicable Deposit Amount for any reason whatsoever, the Owner may notify the Hirer, and the Hirer shall, within five days after the notice is given by the Owner, provide to the Owner such amount as may be necessary to reinstate the Deposit to the then applicable Deposit Amount.
- 1.7** The Deposit (and any other amount or sum payable by the Hirer to the Owner under this Clause 1) may be made to the Owner by way of cash, GIRO or interbank transfer (such as PayNow) to such bank account and/or address (as applicable) as the Owner may specify from time to time.

2. Rental of Vehicle

- 2.1** During the Rental Period, the Owner shall make available to the Hirer, and the Hirer shall lease from the Owner, the Vehicle, subject to the terms and conditions in this Agreement.
- 2.2** The Hirer shall inspect the Vehicle at the Location on or prior to the Commencement Date. Following such inspection, the Hirer shall inform the Owner immediately of any defects, deficiencies and malfunction present in the Vehicle. If the Hirer so informs the Owner of any such defects, deficiencies and/or malfunction, the Owner shall take such steps as may be reasonable to remedy such defects, deficiencies and/or malfunction, and the terms of this Clause 2.2 shall apply *mutatis mutandis* to the Vehicle as so remedied. If the Hirer does not so inform the Owner of any such defects, deficiencies or malfunction, the Hirer shall be deemed to have accepted the Vehicle in its condition as at the date of inspection, and to have confirmed that the Vehicle is suitable in all respects for the purposes for which the Hirer requires the Vehicle.
- 2.3** The Hirer shall at its own cost take possession of the Vehicle at the Location on the Commencement Date, and shall provide the Owner on the Commencement Date an acceptance receipt confirming that the Hirer has taken possession of the Vehicle (in such form prescribed by the Owner).
- 2.4** For the avoidance of doubt, notwithstanding any failure by the Hirer to take possession of the Vehicle on the Commencement Date, the Rental Period shall commence, and Rental Charges shall be payable, on and from the Commencement Date.
- 2.5** Without prejudice to Clause 2.4, the Vehicle shall be deemed to have been delivered to and accepted by the Hirer on the Commencement Date free of any and all defects, deficiencies and malfunction and suitable in all respects for the purposes for which the Hirer requires the Vehicle.

3. Custody, Maintenance and Use of the Vehicle

- 3.1** During the Rental Period, the Hirer shall:
- 3.1.1** assume all responsibility, liability and risks in respect of the Vehicle and the lease, possession, control, use, operation, maintenance, service and repair of the Vehicle and each part thereof, and shall be solely responsible for ensuring the safe custody, use and operation of the Vehicle;
 - 3.1.2** ensure that the use, operation, maintenance, service and repair of the Vehicle does not in any way endanger the safety or health of any person or damage, adversely affect or damage any property;

-
- 3.1.3** keep, maintain and preserve the Vehicle in the same condition, repair and appearance as at the Commencement Date, free of any and all defects, deficiencies and malfunction (fair wear and tear excepted);
 - 3.1.4** carry out and adhere to the Owner's routine servicing and maintenance schedule from time to time in respect of the Vehicle (including the engines, brakes, and suspension).
 - 3.1.5** comply with the Owner's vehicle recall process from time to time in the event of any recall by the manufacturer of the Vehicle (as notified by the Owner);
 - 3.1.6** ensure that any plates, labels and marks, and any insignia identifications markings or plates as may be affixed on the Vehicle as at the Commencement Date, remain so affixed and remain conspicuous, and shall not be removed, obliterated, defaced or covered up;
 - 3.1.7** ensure that there is a reasonable standard of comfort and level of quality maintained for the Vehicle at all times, including a well maintained engine, brakes and suspension, reasonably clean interior, reasonably polished exterior with no obvious severe damages and free of odours;
 - 3.1.8** ensure that the fuel tank contains fuel that is appropriate and prescribed for the Vehicle and in the case of petrol, with an octane rating of at least 95,
 - 3.1.9** replace, repair and/or rectify any damage, defect, malfunction or breakdown of or in the Vehicle howsoever arising (fair wear and tear excepted) at the Owner's designated authorised workshop(s);
 - 3.1.10** ensure that the Vehicle shall at all times be kept in his possession and under his control, and free from distress, execution or any other legal process;
 - 3.1.11** keep and operate the Vehicle in accordance with prudent industry practices and standards and such recommendations, conditions and specifications made or prescribed by the Supplier or the Owner from time to time, and ensure that any replacement, repair and/or rectification of any damage, defect, malfunction or breakdown of the Vehicle (or any part thereof) howsoever arising shall be carried out only at a workshop approved by the Owner;
 - 3.1.12** bear and punctually pay for all fees, charges, licences, Taxes, premiums, levies and other outgoings payable in respect of the Vehicle and the possession, control, use, operation, maintenance, service and repair thereof (and shall produce to the Owner on demand receipts evidencing such payments), provided that:
 - (i) the costs of routine servicing and maintenance as described under Clause 3.1.4 shall be borne by the Owner;
 - (ii) the Hirer shall not be liable for any charges incurred by the Owner in making any repairs to the Vehicle resulting from regular wear and tear, except for any damage to the Vehicle resulting solely and directly from the Hirer's fault, misconduct or gross negligence; and
 - (iii) should the Owner elect to make an insurance claim against the Commercial Insurance Coverage in the event of an accident or other damage to the Vehicle, the Hirer shall bear the Excess shown on the Cover Page. For the avoidance of doubt, the Owner has the sole discretion to decide whether to claim against the Commercial Insurance Coverage without reference to the Hirer; and
 - 3.1.13** not permit or cause any person other than the Hirer to use or operate the Vehicle without the Owner's prior written consent. The Owner may permit additional persons to use or operate the Vehicle (each, a **"Driver"**), subject to the payment by the Hirer of such additional charges as the Owner may from time to time prescribe, and provided that the Hirer shall furnish all particulars of the Driver as the Owner may request and procure that each Driver shall comply with Clauses 3 to 9 of this Agreement as if each was a party to this Agreement as a Hirer;
 - 3.1.14** not use the Vehicle, nor permit or cause the Vehicle to be used, outside of the Geographical Area without the Owner's prior written consent, and subject to the payment of any additional charges for such use outside of the Geographical Area;
 - 3.1.15** not use the Vehicle, nor permit or caused the Vehicle to be used for any purpose for which the Vehicle is not expressly designed (including driving lessons, towing, racing, pace-making or competing in any form of motor sport or any illegal purpose);
 - 3.1.16** not make or cause or permit to be made any alterations, modifications, additions or improvements to the Vehicle or any changes of the working order or function thereof;
 - 3.1.17** not copy, use or deal with (or permit or cause the copying, use or dealing with) in any way any design, marks, text, patents or other intellectual property rights subsisting in the Vehicle (or any part thereof); and
 - 3.1.18** not use, operate, maintain, service or repair the Vehicle in a manner or for a purpose which contravenes any applicable law or for which the Vehicle is not designed or suitable for, or which contravenes any condition of any policy of insurance relating to the Vehicle or which may result in such policy of insurance being invalidated or vitiated (nor permit or cause any of the foregoing to take place); and
 - 3.1.19** in the event that the Vehicle is involved in an accident, is damaged, breaks down or requires repair to salvage, to:

- (i) report to the Owner by telephone immediately, in any event not later than twenty-four (24) hours of the occurrence of any such incident, and in the case of an accident, to report to the police or other proper authority within the time prescribed by law; and
- (ii) not to acknowledge or compound any claim either partially or in full in respect of any accident involving the Vehicle and to forward all correspondence in connection with any such accident to the Owner or its insurers, and not to arrange or undertake any repairs or salvage without the Owner's authority (this includes but is not limited to the replacement of tyres), except to the extent that such repairs/salvage are necessary to prevent further damage to the Vehicle or to other property, and in such an event, to inform the Owner promptly.

3.2 During the Rental Period, the Hirer shall be entitled to 24/7 breakdown support in respect of the Vehicle, in accordance with the Owner's policies and procedures for the time being.

3.3 In the event of a breakdown of the Vehicle resulting solely and directly from the Owner's fault, misconduct, or gross negligence:

3.3.1 The Owner may at its sole discretion provide the Hirer with a replacement vehicle (which may not necessarily be of the same make and model of the Vehicle).

3.3.2 During the period that such replacement vehicle is provided to the Hirer, all the terms of this Agreement shall apply to such replacement vehicle as though such replacement vehicle were the Vehicle.

3.3.3 Upon the Owner notifying the Hirer that the Vehicle has been repaired and is ready for collection, the Hirer shall immediately cease to be in lawful possession of the replacement vehicle and return the replacement vehicle to the Owner at such location as the Owner may specify) in the same condition and working order as at the date on which such replacement vehicle was provided to the Hirer (fair wear and tear only excepted).

3.4 The Hirer acknowledges and agrees that the Vehicle is or may be installed with an onboard device or in-vehicle camera, through which the Owner may retrieve information regarding the location of the Vehicle at any time, and/or remotely immobilise the Vehicle in the event of any default in payment by the Hirer. The Hirer hereby consents to the collection, use and disclosure by the Owner of the information retrieved using any onboard device or in-vehicle camera.

4. Ownership of the Vehicle

4.1 Notwithstanding that the Vehicle may be in the possession and custody of the Hirer during the Rental Period, as between the Parties, the Vehicle shall at all times remain the property of, and all title to the Vehicle shall at all times remain and be vested in, the Owner. Nothing in this Agreement shall confer on the Hirer any title, right or interest in or to the Vehicle, save as expressly provided in this Agreement.

4.2 The Hirer shall not present himself or hold himself out as the owner of the Vehicle, nor do or cause or suffer any matter or thing to be done whereby the Hirer may be regarded as the owner of the Vehicle or whereby the Owner's rights in relation thereto may be prejudiced or jeopardised.

4.3 The Hirer shall not sell, offer for sale, assign, transfer, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the Vehicle or any interest therein nor create nor allow to be created or suffer the creation of any lien or encumbrance on the Vehicle for any purpose. In the event of any breach of this Clause 4.3 by the Hirer, the Owner shall be entitled to pay to any third party such sum as is necessary to procure the release of the Vehicle from such pledge, mortgage, charge or encumbrance, and/or to recover possession of the Vehicle, and to recover such sum from the Hirer as a debt.

4.4 The Owner may, and the Hirer shall, if so required by the Owner, affix (at the Hirer's expense) on the Vehicle (and/or any part thereof), in such form and manner as the Owner may consider appropriate, any plates, labels or marks indicating that the Vehicle is the property of the Owner.

5. Rental Charges and Other Payments

5.1 The Hirer shall punctually pay without demand the full Rental Charge set out in the Cover Page of this Agreement and any additional charges (if any) in advance.

5.2 The Parties acknowledge and agree that the Rental Charge includes (with the exception of EZ lease that excludes Clauses 5.2.2, 5.2.3 and 5.2.4), with respect to the Vehicle:

5.2.1 unlimited mileage;

5.2.2 road tax;

5.2.3 the commercial motor insurance coverage taken out by the Owner in respect of the Vehicle; and

5.2.4 costs of routine servicing and maintenance works on the Vehicle as mentioned in Clause 3.1.4.

5.3 The Parties further acknowledge and agree that, unless specified otherwise in the Cover Page, the Rental Charge excludes the following (all of which shall be the sole responsibility of the Hirer):

5.3.1 the excess payment required under the Commercial Insurance Coverage in respect of the Vehicle in the event of an accident, and any damage, repair or liability that is not covered by such Commercial Insurance Coverage, as specified under the Cover Page;

5.3.2 costs incurred in operating and using the Vehicle

5.3.3 fuel costs;

- 5.3.4** parking charges, parking and traffic fines, electronic road pricing charges, toll fees and taxes, levies, fees and imposts imposed by any authority relating to the Vehicle or arising from the use of the Vehicle (and the non-payment or late payment thereof);
- 5.3.5** costs of rectifying any damage to the Vehicle arising in the course of the Hirer's operation, custody, control or possession of the Vehicle, including any pursuant to a breach of Clause 3.1; and
- 5.3.6** administrative fees
- 5.4** All payments of Rental Charges and other amounts payable to the Owner under this Agreement shall be made:
- 5.4.1** no later than the day on which such Rental Charges or other amounts are required to be paid;
- 5.4.2** in full and without any withholding or deduction whatsoever;
- 5.4.3** to such bank account as the Owner may specify from time to time, or by cheque or cash to the Owner at such address as the Owner may specify from time to time; and
- 5.4.4** in immediately available and freely transferable funds.
- 5.5** The Hirer shall be solely responsible for and shall pay any and all Taxes that may be imposed on any Rental Charges and other amounts payable to the Owner under this Agreement.
- 5.6** Without prejudice to any other rights and remedies the Owner may have, if the Owner for any reason does not receive from the Hirer any amount which has accrued due and payable by the Hirer to the Owner on or before the date on which such amount is required to be paid:
- 5.6.1** The Hirer shall pay the Owner interest computed at the Late Payment Interest Rate on the sum outstanding as from the date on which such sum is due and payable until payment is made to the Owner. Interest shall be calculated on a daily basis and compounded with monthly rests and shall accrue before as well as after any judgement.
- 5.6.2** The Owner shall be entitled to remotely immobilise the Vehicle for repossession. The Owner may remotely immobilise the Vehicle using onboard device(s), for the purposes of such repossession.
- 5.7** Nothing in this Agreement shall prevent the Owner from engaging the services of a debt collection agency to collect from the Hirer any outstanding amounts due to the Owner by the Hirer.
- 6. Representations, Warranties and Undertakings**
- 6.1** The Hirer confirms and agrees (and shall ensure) that the Hirer has not had (as at the Commencement Date), and will not at any time after the Commencement Date and during the Rental Period have, a driver's licence revoked or suspended, an order made or petition presented or proceedings commenced for the Hirer's bankruptcy nor been convicted of a criminal offence.
- 6.2** During the Rental Period, the Hirer shall:
- 6.2.1** comply with all applicable laws in connection with the lease, possession, control, use, operation, maintenance, service and repair of the Vehicle by the Hirer, and without prejudice to the generality of the foregoing, shall ensure that all action, conditions and things required by any applicable law to be taken, fulfilled and done to enable the Hirer to lawfully enter into, exercise its rights and perform and comply with its obligations under this Agreement, and to ensure that such obligations are valid, legally binding and enforceable, have been taken, fulfilled and done (including obtaining such consents from the relevant individuals for the disclosure by the Hirer to the Owner, and the collection by the Owner, of Personal Information relating to such individuals); and
- 6.2.2** at all times:
- (i) be at least 18 years of age; and
- (ii) hold a valid Singapore or International driver's licence and have at least 24 months' driving experience;
- 6.2.3** notify the Owner of any defect, malfunction, breakdown, damage or loss of the Vehicle (or any part thereof) howsoever arising; and
- 6.2.4** provide the Owner with such information and documents which relate to or are incidental to the lease by the Hirer, and/or the possession, control, use, operation, maintenance, service and repair of the Vehicle by the Hirer (including its condition, operation, use and whereabouts) as the Owner may from time to time request.
- 6.3** The Owner may agree to vary the conditions in Clause 6.2.2, subject to the imposition of an increased Standard Excess payable by the Hirer.
- 6.4** The Hirer shall provide the Owner with such co-operation, assistance and resources as may be required by the Owner in connection with any Claim in respect of the Vehicle relating to any defect, malfunction, breakdown, accident, damage or loss of the Vehicle (or any part thereof) howsoever arising during the Rental Period.
- 6.5** In entering into this Agreement, the Hirer confirms and agrees that he has relied on his own judgement and has not relied upon any representations, warranties or statements made or purported to be made by or on behalf of the Owner.
- 7. Insurance**
- 7.1** The Hirer agrees to be bound by the terms of the Commercial Insurance Coverage and such other insurance policies as may be in force for the time being in respect of the Vehicle.

7.2 In the event that the Hirer purchases CDW from or made available the Owner, the Hirer shall:

7.2.1 pay the CDW Premium to the Owner on or prior to the Commencement Date; and

7.2.2 notwithstanding Clause 3.1.14, not use or permit the Vehicle to be used outside of Singapore.

Should the Hirer be deemed, in the Owner's sole opinion, to have engaged, or to be likely to engage, in risky driving behaviour, the Owner shall have the right to terminate the Hirer's CDW coverage without reference to the Hirer and without terminating any part of the CDW Premium already paid.

7.3 In the case of a Hirer that purchases CDW, the Standard Excess or Excess Loading (as the case may be) will be reduced in accordance with the amounts specified on the Cover Page or in the separate invoice to be issued by the Owner to the Hirer, provided that the Hirer or the Driver was operating the Vehicle within Singapore at the time of the incident giving rise to the insurance claim.

8. Exclusion of Liability

8.1 The Vehicle is leased to the Hirer on an "as-is, where-is" and on an all faults basis. The Hirer's possession, control, use, operation, maintenance, service and repair of, and enjoyment of benefits of, the Vehicle shall be at the sole risk of the Hirer. The Owner does not make, and hereby expressly disclaims and excludes, any and all warranties or representations relating to the Vehicle (including title to the Vehicle, its performance, specifications, condition, merchantable quality, durability or suitability or fitness for the particular or any purpose for which it is or may be required), regardless whether such conditions, warranties or representations are express or implied, are made under this Agreement or under any prior agreement, are pursuant to statute or common law, or otherwise, and including any oral or written statements made by or on behalf of the Owner by any person to the Hirer prior to the entry into this Agreement or at any other time.

8.2 Without prejudice to Clause 9.1, the Owner does not make, and hereby expressly disclaims and excludes, any and all warranties or representations that the Vehicle does not, or that the Hirer's lease, and the possession, control, use, operation, maintenance, service and repair of the Vehicle, will not, infringe any patents, marks, registered designs, copyrights or confidential information or intellectual property rights of any third party. Nothing in this Agreement shall transfer to or confer on the Hirer any rights, title or interest in or to any patents, marks, registered designs, copyrights or confidential information or intellectual property rights of the Owner or any third party.

8.3 The Owner shall not be liable in any way (in contract, tort or otherwise) for, and shall not be liable to indemnify the Hirer in respect of, any loss, injury or Claim howsoever and whenever arising in connection with the matters set out in Clauses 9.1 and 9.2, including by reason of any defect, deficiency and/or malfunction of the Vehicle (whether latent or apparent on examination)

9. Owner's Inspection and Recovery of Vehicle

9.1 The Hirer shall permit, and where appropriate, obtain the requisite permission for, the Owner and any person authorised by the Owner to enter from time to time at all reasonable times upon the premises in which the Vehicle is for the time being located or kept for the purpose of:

9.1.1 inspecting, testing and examining the condition of the Vehicle;

9.1.2 carrying out such maintenance and servicing of the Vehicle as the Owner may consider appropriate or prudent; and/or

9.1.3 recovering possession of the Vehicle as may be permitted or required under this Agreement.

9.2 The Hirer shall provide the Owner (and its nominees) with reasonable and proper facilities to enable the Owner (or such nominees) to carry out the functions referred to in Clause 9.1.

9.3 Nothing in Clause 9.1 shall be construed to detract from or reduce the obligations of the Hirer set out in this Agreement with respect to the Vehicle.

10. Indemnity and Liability

10.1 The Hirer shall indemnify the Owner against and hold the Owner harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities (including legal costs incurred in defending any such claims, actions, suits or proceedings) arising out of or in connection with:

10.1.1 any breach (or deemed breach) by the Hirer of its obligations under this Agreement;

10.1.2 any act, omission, representation, statement, fraud or negligence whatsoever on the part of the Hirer;

10.1.3 the lease by the Hirer and/or the possession, custody, control, use, operation, maintenance, service and/or repair of the Vehicle (or any part thereof) by the Hirer or any other person (whether authorised by the Hirer or otherwise) during the Rental Period;

10.1.4 any and all loss or destruction of or damage to the Vehicle or any part thereof howsoever occasioned during the Rental Period;

10.1.5 any and all injuries to or deaths of persons and/or damage to property caused by or in connection with the lease, possession, custody, control, use, operation, maintenance, service and/or repair of the Vehicle (or any part thereof) during the Rental Period;

10.1.6 any inaccuracy, untruthfulness or incompleteness of any information which the Hirer provides, furnishes or makes available to the Owner (including Personal Information relating to the Hirer); and/or

- 10.1.7** the exercise or attempted exercise by the Owner of any of its rights, powers or remedies relating to this Agreement and/or the Owner's enforcement of any of the provisions of this Agreement.
- 10.2** Notwithstanding anything to the contrary in this Agreement, and to the extent permitted by applicable law, the Owner shall not be liable to the Hirer in respect of any Claim of whatsoever nature, whether for any direct, indirect, consequential, special or punitive damages, or for any damages resulting from loss or interruption of business, lost data or lost profits and whether arising from tort (including negligence), breach of contract or otherwise, brought against, suffered or incurred by the Hirer due to, arising out of, or in connection with:
- 10.2.1** any Claim arising directly or indirectly out of the Vehicle, whether arising from any defect, deficiency or malfunction or inadequacy for any purpose, or its use, operation, maintenance, service, repair or performance, or any interruption or loss of use or operation of the Vehicle;
- 10.2.2** any loss, injury or damage howsoever and whenever sustained by the Hirer or any other person by reason of any defect, deficiency or malfunction in respect of the Vehicle (whether such defect be latent or apparent on examination); or
- 10.2.3** any loss or damage incurred or sustained by the Hirer as a consequence of the expiry or termination of the Rental Period.
- 10.3** Notwithstanding anything to the contrary herein, the Owner shall not be liable to the Hirer in respect of any special, consequential or indirect loss or any loss of revenue, profits, business, custom, contracts, or revenues suffered or incurred by the Hirer howsoever and whenever caused or occurring and whether arising in contract, tort, negligence, under statute or otherwise.
- 10.4** If, notwithstanding Clauses 10.2 and 10.3, the Owner is found to be liable to the Hirer for any reason under this Agreement or under applicable law, the Owner shall only be liable to the Hirer for direct damages which the Hirer suffers or incurs in relation to the lease of the Vehicle under this Agreement, and the aggregate liability of the Owner to the Hirer for any and all Claims, whether arising in contract, tort, negligence, under statute or otherwise, arising out of or in connection with this Agreement shall not exceed the total sum of the Rental Charges over the Rental Period.
- 10.5** This Clause 10 shall endure, even after the expiry or termination of the Rental Period, without limit in point of time.
- 11. Term and Termination**
- 11.1** The term of this Agreement shall commence on the Commencement Date and continue in effect until the End Date. Parties have the option to renew or extend the term of this Agreement upon mutual agreement. In a case where Rental Charges are payable monthly and the Hirer does not return the Vehicle to the Owner by the End Date, the Agreement shall be deemed to be automatically renewed on a month-to-month basis until either the Party terminates the Agreement.
- 11.2** If the Hirer for any reason whatsoever terminates this Agreement prior to the expiry of the Rental Period, the Hirer shall forfeit the Deposit and pay to the Owner by way of liquidated damages the Rental Charges which would have otherwise been payable by the Hirer for the remainder of the Rental Period.
- 11.3** The Owner may terminate the Rental Period with immediate effect by giving written notice to the Hirer if:
- 11.3.1** the Hirer does not pay any sum which accrues due and payable to the Owner under this Agreement and fails to pay such sum within 7 days after the date of the Owner's notice specifying such non-payment and requiring such sum to be paid;
- 11.3.2** the Hirer breaches any term of this Agreement, and, in case of a breach which the Owner considers capable of remedy, fails to remedy the same within 14 days after the date of the Owner's notice specifying such breach and requiring it to be remedied;
- 11.3.3** any representation or statement made or deemed to be made by the Hirer under this Agreement is or proves to have been incorrect or misleading in any respect when made or deemed to be made;
- 11.3.4** the Hirer abandons the Vehicle;
- 11.3.5** the whole of the Vehicle is lost, or the whole of the Vehicle is damaged to such extent as to be incapable of economic repair;
- 11.3.6** the Hirer becomes bankrupt or makes any arrangement or composition with his creditors; or
- 11.3.7** any of the authorisations, approvals, permits, licences and consents referred to in Clause 6.2.1 ceases to be in full force and effect.
- in which event the Hirer shall be deemed to have forfeited the Deposit and the Rental Charges which would have otherwise been payable by the Hirer for the remainder of the Rental Period shall become due and payable immediately by the Hirer to the Owner by way of liquidated damages.
- 11.4** The expiry or termination of the Rental Period for any reason whatsoever shall not affect the accrued rights of either Party, release either Party from any liability which at the time of such expiry or termination has already accrued or which thereafter may accrue, or affect the continuation in force of the provisions of this Agreement which are not expressed to be or by their nature ought not to be contingent upon the continuation in force of the Rental Period.
- 11.5** Save as set out in the provisions of this Clause 11, the loss of or any damage to the Vehicle or any part thereof howsoever caused shall not affect the continuance of the Rental Period and shall not in any way suspend, diminish or discharge the liability of the Hirer to pay the Rental Charges or any other amounts hereunder in accordance with this Agreement.

12. Consequences of expiry and termination of the Rental Period

12.1 Upon the expiry or termination of the Rental Period for any reason whatsoever:

- 12.1.1** the Hirer shall cease to be in lawful possession of the Vehicle, and shall return the Vehicle to the Owner at the Location (or such other location as the Owner may specify), in the same condition and working order as at the Commencement Date (fair wear and tear only excepted); and
- 12.1.2** all Rental Charges and other amounts that may have accrued under this Agreement and remain unpaid shall become immediately due and payable to the Owner, and the Hirer shall immediately pay such Rental Charges and other amounts to the Owner in accordance with the terms of Clause 5.4 to 5.6.

12.2 The Owner shall not be responsible for any articles which may be left in or deposited in the Vehicle. If any articles are found in the Vehicle upon its return to the Owner, the Owner may dispose of such articles in such manner and by such means as the Owner may deem fit, without any liability to the Owner. The Owner shall be entitled to retain any proceeds derived from such disposal.

12.3 If the Hirer fails to return the Vehicle to the Owner in accordance with Clause 13.1, without prejudice to any other rights and remedies the Owner may have, the Hirer shall forthwith pay to the Owner by way of liquidated damages a sum equivalent to the Replacement Value of the Vehicle at the time of expiration or termination of the Rental Period.

13. Confidentiality

13.1 Subject to Clause 13.2, the Hirer undertakes that it shall (except with the prior written consent of the Owner) treat as strictly confidential and not disclose nor use for its own or any other person's benefit, directly or indirectly, any Confidential Information.

13.2 Clause 13.1 shall not apply to any Confidential Information which is in or enters the public domain (without breach of this Clause 13) or is required to be disclosed by the Hirer pursuant to any applicable laws, provided that the Hirer shall, as far as legally permissible, inform the Owner in advance of the disclosure to be made, provide the Owner with reasonable opportunity to contest such disclosure and consult with the Owner as to the form, timing, content and manner of such disclosure, and take into account the reasonable comments of the Owner when making such disclosure.

13.3 This Clause 13 shall endure, even after the expiry or termination of the Rental Period, without limit in point of time.

14. Personal Data

14.1 The Hirer hereby gives written consent to and authorises the Owner to Process any Personal Information which the Hirer may provide, furnish or make available to the Owner (including Personal Information relating to the Hirer and any additional authorised Drivers) for any of the following purposes:

- 14.1.1** in connection with the enforcement of the Owner's rights or fulfilment of the Owner's obligations under this Agreement; and
- 14.1.2** under or in connection with, or complying with, all applicable laws, regulations, rules, directives, orders, instructions and requests from any local or foreign authorities.

14.2 Should the Hirer indicate his consent to the use of its Personal Information on the Cover Page to this Agreement, the Hirer shall be taken to:

- 14.2.1** consent to the collection, use and disclosure of its Personal Information by by Jardine Cycle & Carriage Limited and its subsidiaries and affiliates ("JCCL"), in accordance with the terms of JCCL's Privacy Statement, which can be found at <https://www.jcclgroup.com/privacy-statement/>;
- 14.2.2** consent to receiving customer surveys and information about promotions, events and products and services ("marketing and promotional information") JCCL, to the collection, use and disclosure of its Personal Information for such marketing purposes by JCCL and its agents, and to receiving such marketing and promotional information by email, telephone calls, SMS or mobile text messages, and post;
- 14.2.3** represent and warrant that its consent is voluntarily given and it is aware that it may withdraw its consent at any time by sending a notification to the Owner at leasing@cyclecarriage.com; and
- 14.2.4** represent and warrant that it has read and understood the Privacy Statement and been acquainted with its right to access its Personal Information, and that it has checked and confirms that the Personal Information it has provided is true, complete and accurate.

This Clause 14 covers the Personal Information of each Driver. The Hirer declares that it is validly authorised by any and all Drivers to consent and agree to all the above on each of their behalves as if each Driver had separately indicated its consent and agreed to this Clause 14.

15. Assignment

15.1 The Hirer shall not assign or transfer, or purport to assign or transfer, any of its rights, interests or obligations under this Agreement to any other person without the prior written consent of the Owner.

15.2 The Owner shall be entitled to assign or transfer any of its rights, interests or obligations under this Agreement to any other person by giving the Hirer notice, without requiring the consent of or any further reference to the Hirer.

16. General

- 16.1** This Agreement contains the entire agreement between the Parties relating to the subject matter of this Agreement at the date hereof, to the exclusion of any terms implied by law which may be excluded by contract, and supersedes all previous agreements and understandings between the Parties in relation to such subject matter.
- 16.2** The Owner reserves the right to, and may at its sole discretion, at any time vary or amend any or all of the terms of this Agreement (including any fees and/or charges payable hereunder) for any or no reason whatsoever. The Owner shall give reasonable notice to the Hirer of such variations and/or amendments (and such other relevant information as the Owner may consider appropriate) before such variations and/or amendments become effective
- 16.3** If any provision in this Agreement is or shall at any time become invalid, illegal or unenforceable in any respect (in whole or in part), such invalidity, illegality or unenforceability shall not in any way affect or impair the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 16.4** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of this Agreement.
- 16.5** No failure on the part of either Party to exercise, and no delay on the part of either Party in exercising, any right or remedy under this Agreement will operate as a release or waiver thereof, nor will any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise thereof, or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other right or remedy (whether provided by law or otherwise).
- 16.6** Any provision or breach of any provision of this Agreement may be waived only if the relevant Party so agrees in writing. Any waiver or consent given by the relevant Party under any provision of this Agreement must also be in writing. Any such waiver or consent may be given subject to any conditions thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given.
- 16.7** Neither Party shall by virtue of this Agreement be deemed to be a partner or agent of the other Party. Nothing in this Agreement shall be construed as creating a partnership, agency, joint association or trust. Neither Party shall be authorised to represent or bind the other to any other person.
- 16.8** Unless expressly stated otherwise in this Agreement, each Party shall bear all legal and other costs and expenses incurred by such Party in the preparation, negotiation and finalisation of this Agreement, and the performance of such Party's obligations under this Agreement.

17. Notices

- 17.1** Save as otherwise expressly provided in this Agreement, each communication under this Agreement shall be made in writing, and may be made by email or SMS or mobile text messages. Each communication to be delivered to each Party under this Agreement shall be sent to that Party at the email address or telephone number stated on the Cover Page, in the case of the Hirer, or below, in the case of the Owner (or such other email address or number as may be notified to the other Party), and (in the case of email) marked for the attention of the person from time to time designated by that Party for the purpose of this Agreement (if any).

The Owner

Email address: leasing@cyclecarriage.com
Telephone number: +65 6251 8880
Attention: Carine Soh

- 17.2** Any communication under this Agreement shall be deemed to have been received at the time of transmission of the SMS or mobile text message (in the case of SMS or mobile text message), or at the time of the electronic communication by the email server or facility operated by the sender or the sender's service provider (in the case of email), as the case may be.
- 17.3** The Hirer undertakes to notify the Owner immediately in the event of a change to any of its or the Driver's contact details or personal particulars stated on the Cover Page.

18. Governing Law and Dispute Resolution

- 18.1** This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Parties irrevocably and unconditionally agree to submit to the non-exclusive jurisdiction of the Singapore courts.

19. Definitions and Interpretation

- 19.1** In this Agreement, the following words shall have the meanings set out below unless the context otherwise requires:

- 19.1.1** **"Affiliate"** means, in relation to a Party, any entity that controls, is under the control of, or is under common control with, that Party, where "control" means the direct or indirect ownership of more than 50 per cent of the voting capital or similar right of ownership of that Party or the legal power to direct or cause the direction of the general management and policies of that Party, whether through the ownership of voting securities, by contract or otherwise.
- 19.1.2** **"Agreement"** means these Terms and Conditions of Rental read together with the Cover Page, as may be amended, modified or supplemented from time to time.
- 19.1.3** **"Business Day"** means any day other than Saturday, Sunday and public holiday in Singapore.
- 19.1.4** **"CDW"** means collision damage waiver coverage in accordance with the terms of Clauses 7.2 and 7.3.

- 19.1.5** “**CDW Premium**” means the amount payable by the Hirer for CDW coverage as indicated on the Cover Page under “CDW Premium” or in the separate invoice issued by the Owner to the Hirer.
- 19.1.6** “**Claims**” means any claims, demands, actions, suits, proceedings, losses, damages, costs, expenses and/or other liabilities of any kind, however arising.
- 19.1.7** “**Commencement Date**” means the date as identified under “Commencement Date” on the Cover Page, or such other date as may be mutually agreed by the Parties.
- 19.1.8** “**Commercial Insurance Coverage**” has the meaning ascribed to it in Clause 5.2.3.
- 19.1.9** “**Confidential Information**” means this Agreement (and its terms), the communications between the Parties in connection with this Agreement, all information relating to the Vehicle and the Owner and/or its businesses and affairs, and the names, marks, service marks and or logos of the Owner.
- 19.1.10** “**Cover Page**” means the cover page to which these Terms and Conditions of Rental are attached.
- 19.1.11** “**Deposit**” has the meaning ascribed to it in Clause 1.1.
- 19.1.12** “**Deposit Amount**” has the meaning ascribed to it in Clause 1.1.
- 19.1.13** “**Driver**” shall have the meaning set out in Clause 3.1.13.
- 19.1.14** “**End Date**” means the date as identified under ‘End Date’ on the Cover Page or as amended in accordance with Clause 11.1, or such other date as may the Parties may mutually agree.
- 19.1.15** “**Excess Loading**” means the excess payment required in the event of a claim against the Commercial Insurance Coverage in respect of the Vehicle and any other third party vehicle(s) damaged, and administrative charges and losses incurred by the Owner arising from the inability to let the Vehicle on hire, as specified on the Cover Page, and where the Vehicle was being used or operated by a Hirer or Driver who is a YID at the time of the incident giving rise to the insurance claim.
- 19.1.16** “**Geographical Area**” means Singapore and Malaysia (subject to the payment of additional charges for Malaysia if indicated on the Cover Page).
- 19.1.17** “**Late Payment Interest Rate**” means three-months’ SIBOR plus 2.5% per annum.
- 19.1.18** “**Location**” means the place, premises or address as notified by the Owner to the Hirer.
- 19.1.19** “**LTA**” means the Land Transport Authority of Singapore, a body corporate established under the Land Transport Authority of Singapore Act (Chapter 158A), as may from time to time be replaced or substituted.
- 19.1.20** “**Parties**” means the Owner and the Hirer, and “**Party**” means either of them.
- 19.1.21** “**Personal Information**” means any information relating to an identified or identifiable natural person, including all data which is defined to be “personal data” under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore).
- 19.1.22** “**Process**” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, including collection, recording, holding, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction, and any operation which is defined to be “processing” under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore). “**Processed**”, “**Processes**” and “**Processing**” shall be construed accordingly.
- 19.1.23** “**Rental Charge**” means the amount identified as the “Rental Charge” on the Cover Page, being the rental charges payable by the Hirer to the Owner in respect of the hire of the Vehicle during the Rental Period.
- 19.1.24** “**Rental Period**” means the period commencing on the Commencement Date and ending on the End Date (as identified under “End Date” on the Cover Page), unless earlier terminated in accordance with Clause 12.
- 19.1.25** “**Replacement Value**” at any time and with respect to the Vehicle (or any part thereof) means the amount for which from the manufacturer or any supplier of the Vehicle (or such part thereof) would sell to the Owner at such time vehicle (or any part thereof) which is identical in make and model, or where the same is unavailable, similar or substantially similar in design function specification and performance to the Vehicle (or such part thereof).
- 19.1.26** “**Standard Excess**” means the excess payment required in the event of a claim against the Commercial Insurance Coverage in respect of the Vehicle and any other third party vehicle(s) damaged, and administrative charges and losses incurred by the Owner arising from the inability to let the Vehicle on hire, as specified on the Cover Page, and where the Vehicle was being used or operated by a Hirer or Driver who is not a YID at the time of the incident giving rise to the insurance claim.
- 19.1.27** “**Supplier**” means the manufacturer, supplier or vendor of the Vehicle.
- 19.1.28** “**Taxes**” means goods and services tax, value added tax, and any and all other taxes, duties, levies, imposts, licence duties, registration fees and any other charges or imposts howsoever described.
- 19.1.29** “**Vehicle**” means the vehicle identified under ‘Vehicle Particulars’ on the Cover Page.
- 19.1.30** “**YID**” means a young or inexperienced driver, being a person who is between the ages of 18 to 22 (or 27 in some situations), or who does not have at least 24 months of driving experience.

- 19.2** The headings and sub-headings of the provisions of this Agreement are to facilitate reference only and do not form part of this Agreement, and shall not in any way affect the construction or interpretation thereof.
- 19.3** Unless the context otherwise requires, in this Agreement:
- 19.3.1** the terms “**hereof**”, “**herein**”, “**hereby**”, “**hereto**” and similar words refer to this entire Agreement and not to any particular Clause or any other subdivision of this Agreement;
 - 19.3.2** the use of the words “**include**” or “**including**” is intended to be illustrative and shall not be construed restrictively to limit the scope or extent of the examples provided (including the description or term thereof), and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases or words of like import;
 - 19.3.3** references to any “**person**” include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority;
 - 19.3.4** references to any statute, regulation, notification or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted, and any reference to a statutory provision shall include any subsidiary legislation made from time to time under that provision;
 - 19.3.5** words using the singular or plural number also include the plural or singular number, respectively, words denoting any gender shall include all genders and words denoting persons shall include firms and corporations and vice versa;
 - 19.3.6** the words “**written**” and “**in writing**” include any means of visible reproduction;
 - 19.3.7** any reference to any Party shall be construed as a reference to such Party’s successors and permitted assigns; and
 - 19.3.8** references to “**Clause**” in this Agreement shall be construed as references to the Clauses of this Agreement.



LEASING

CYCLE & CARRIAGE LEASING PTE. LTD.
209 Pandan Gardens, Singapore 609339
Tel +65 6251 8880 · Fax +65 6251 8998
www.cyclecarriage.com/sg/leasing
Incorporated in Singapore
Company Reg No. 201900307R
GST Reg No. MR8500111X

**Lee Poh Kwang C/O Cycle & Carriage Automotive
Pte Ltd**

-
Singapore -

Agreement Period: 05/01/2021- 11/01/2021

Tax Invoice

Inv No. : RIN21010056
Date : 14 Jan 2021
Ref : SLV9903C,948A
Curr : SGD
Terms : COD
RA No. : RRA21010011
Sales : Wilson Ho

#	Description	Qty	Unit	Unit Price	Amt
1	Rental (05/01/2021 to 10/01/2021) Vehicle Registration No. : SML8048T Vehicle Model : ATTRAGE 1.2 CVT Reference No: SLV9903C	6.00	Day	100.00	600.00

This is a computer generated document.
No signature is required.
For Bank Transfer:
SCB 01-063-8115-6
DBS 072-009109-4

Subtotal Before GST : S\$ 600.00
7 % GST on S\$ 600.00 : S\$ 42.00
Total Amt Incl. GST : S\$ 642.00

For PayNow:
PayNow ID (SGD): 201900307RS01
Or scan QR code for payment.



Kindly send payment advice to
cclfinance@cyclecarriage.com.sg

INSURER ENQUIRY

Find
insurer

Vehicle reg. no.

SJU6577J

Date of Accident

18/12/2020 📅

Reset

% RESULT & RECEIPT

TP Insurer Enquiry

Insurance **Lonpac**Period of Insurance **21/12/2019 - 20/12/2020**Requested By **EDWIN ABCEDE CAINA (CYCLE...**Requested Date **19/12/2020 11:04****Payment details**Request Amount: **S\$1.87**GST Amount: **S\$0.13**Total Amount Due (GST Inclusive): **S\$2****General Insurance Association**

Records Management Centre

GST Registration No: **M400017735**

Cecilia Chong (LKK Auto)

From: GERALD POH WEE BIN <geraldpoh@lonpac.com>
Sent: Wednesday, 12 May 2021 9:19 AM
To: Cecilia Chong (LKK Auto)
Cc: MT_Claim_SG
Subject: RE: SLV9903C / SJU6577J TP CLAIM DOA:18.12.2020 Our Ref: 19/20/21/VC05/024025 (Gerald) *** LKK REF: CC4/LPC20014329/Ega3 [External General]

Lonpac External - General

Dear Cecilia,

Kindly proceed as proposed.

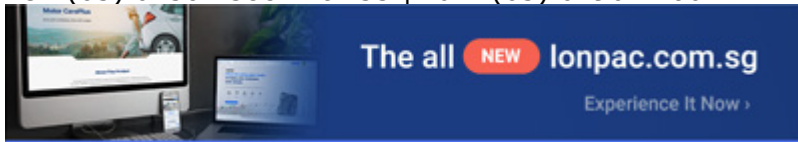
Best Regards

Gerald Poh

Senior Claims Executive | Lonpac Insurance Bhd

300 Beach Road, #17-04/07 The Concourse, Singapore 199555

Tel: (65) 6250 7388 Ext.255 | Fax: (65) 6296 2706



We are committed to acting professionally, fairly and with integrity. We do not condone bribery, fraud or corrupt practices.

Lonpac External - General data is for internal / external use.

From: Cecilia Chong (LKK Auto) [mailto:CeciliaChong@lkkauto.com]
Sent: Tuesday, 11 May 2021 5:43 pm
To: Mei Kwan (LKKAuto) <Meikwan@lkkauto.com>; GERALD POH WEE BIN <geraldpoh@lonpac.com>
Cc: MT_Claim_SG <mt_claim@lonpac.com>; Admin A <admin-a@lkkauto.com>
Subject: RE: SLV9903C / SJU6577J TP CLAIM DOA:18.12.2020 Our Ref: 19/20/21/VC05/024025 (Gerald) *** LKK REF: CC4/LPC20014329/Ega3 [External General]

Lonpac Ref: **19/20/21/VC05/024025**

LKK Ref: CC4/LPC20014329/Ega3

Dear Sirs/Madam,

We refer to the above matter.

We have highlighted to your good office on 11/01/2021 of Third-Party's request to do Direct Settlement with our Principal, Lonpac Insurance Bhd.

This is a head-to-rear collision. Liability is not in our driver's favour.

Summary to offer to third party repairer, "CYCLE & CARRIAGE AUTOMOTIVE PTE LTD" is as follows: -

	Claimed Amount	Revised Amount
1. Cost of Repair (w/GST)	\$ 5,606.80	\$ 1,771.92
2. Loss of Rentalw/GST (6days x \$107.00)	\$ 642.00	\$ 428.00 (4days x \$107.00)
3. LTA/ GIA Search Fee	\$ 2.00	\$ 2.00
Total	\$ 6,250.80	\$ 2,201.92

**03days recommendation for repair + 1PRS = 4days.

Relevant supporting claim documents are attached herewith for your perusal and reference.

The above is for your approval.

Best Regards,

Cecilia Chong | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6749-4274 | email: CeciliaChong@lkkauto.com | fax: 6741-4108

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

From: Mei Kwan (LKKAuto)

Sent: Monday, 11 January 2021 7:30 PM

To: GERALD POH WEE BIN <geraldpoh@lonpac.com>

Cc: MT_Claim_SG <mt_claim@lonpac.com>; Cecilia Chong (LKK Auto) <CeciliaChong@lkkauto.com>; Admin A <admin-a@lkkauto.com>

Subject: RE: SLV9903C / SJU6577J TP CLAIM DOA:18.12.2020 Our Ref: 19/20/21/VC05/024025 (Gerald) *** LKK REF: CC4/LPC20014329/Ega3 [External General]

Dear Sir / Madam,

We refer to the above matter.

Enclosed for your perusal is:

- TP estimated cost of repair
- Preliminary advice
- Photographs of TP vehicle in its damaged condition