

**MS CARZ LEASING PTE LTD
TERMS AND CONDITIONS**

AN AGREEMENT is made as per the day in the schedule hereto BETWEEN

Ms Carz Leasing Pte Ltd (hereinafter called 'the Owner' which expression shall where the context so admits include its successors and assigns) of 255 Lavender Street Singapore 336791, of the one part and the Hirer named in the Schedule hereto whose particulars and signature appear overleaf (hereinafter called 'the Hirer') of the other part

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The owner will let and the Hirer will take on hire, subject to terms and conditions hereinafter: the Motor Vehicle described in the Schedule here to (hereinafter called 'the Vehicle').
2. The hiring shall commence and expire on the date and time specified in the Schedule.
3. The Hirer acknowledges that the Vehicle is the property of the Owner and that Vehicle is without any visible defects and in perfect running condition. The Hirer is under obligation to return the Vehicle together with all tyres, tools, accessories and equipment in as good order and condition as the Vehicle was when collected by the Hirer from the Owner.
4. The Hirer shall also pay rent in advance and the deposit specified in this Agreement. The owner shall (without prejudice to his other rights against the Hirer) be at liberty to retain out of such deposit:-
 - a. The first portion of any damage or loss which the Hirer undertakes to be responsible regardless of the negligence as set out in this Agreement.
 - b. The amount of any loss or damage for which the Hirer is responsible under the provisions of the Clause at the front page hereof.
 - c. Any additional charges payable under Clauses 6 and 7 hereof.
 - d. Cost and expenses
5. The use of the Vehicle is restricted to the Republic of Singapore except, with prior consent of the Owner, wherein additional surcharge shall be paid before the Hirer is allowed to drive the Vehicle into West Malaysia. The Hirer hereby indemnifies and keeps indemnified the Owner against all loss suffered by the owner (including loss resulting from inability to use the Vehicle or let the same on hire) in consequence of the Vehicle passing out of the Republic of Singapore without prior consent of the Owner and the surcharge paid for the purpose.
6. Fuel is at the Hirer's expense. The Hirer is expected to return the vehicle with the same level of fuel when he first collected the Vehicle, failing which the Hirer will have to bear for the shortfall.
7. In the event of any breach of terms and conditions herein by the Hirer, including payment of rental charges and others, the Hirer shall pay for the entire Owner's legal costs, loss, damage, claims and expenses arising out of any damage to the said Vehicle. If the Hirer shall fail to return the Vehicle at the expiration of the period or rent is returned to the Owner such further rental charge in accordance with the Owner's current rate of rental charges or at such other rate as the Owner may in its absolute discretion think fit.
8. Payment Guarantees - If the Hirer have directed the Owner to bill charges to some other person, firm or organization who fail to make payment promptly when due, the Hirer will promptly pay the Owner upon demand.
9. Fines and Penalties - The Hirer will pay all fines, penalties, forfeitures and court costs imposed for parking or traffic violations with respect to Vehicle while rented under this Agreement. The Hirer will promptly report such violations to the Owner and will hold the Owner harmless from all claims arising out of such violations.
10. On the confiscation of the Vehicle by any Government, the Hirer shall indemnify the Owner for all losses incurred, including the value of the Vehicle.
11. The Hirer released and holds harmless the Owner (and its agents and employees) from all claims for loss or damage to his or her personal property, or other person, or which is received, handled or stored by the Owner, at any time before, during or after this rental whether or not due to Owner's negligence or fault.
12. The Hirer agrees to take proper care of the Vehicle and to drive the same in a careful and skillful manner observing the traffic regulations and laws and in the event of any breach thereof, the Hirer shall pay all Police and Traffic Court Summonses, Notices and Inquiries in connection therewith. Particular attention is to be accorded to the following factor:
 - a. The Hirer or any registered authorized driver who wished to operate the Vehicle must be at least aged 25 and above or below 65 and holder of a valid local or foreign driving license for two (2) years and above.
 - b. The Hirer shall not carry load or passengers in excess of the Motor Vehicle's License carrying capacity of that particular make and model the Hirer is hiring.
 - c. The Hirer shall not drive the Vehicle whilst under the influence of intoxicating liquor or drugs.
 - d. It is expressly forbidden to rent the Vehicle out to third persons or to let unregistered persons or learners to use the Vehicle or to permit the Vehicle to be used for purposes which conflict with the Law (for instance, in connection with theft, drug peddling or trafficking, smuggling or any other criminal action) or for the purposes of speed testing, towing, pace making, reliability trials or racing. Failure to comply may entail serious consequences as the Hirer assumes full responsibility and in the event of the Vehicle being seized, confiscated or forfeited under this Clause the Hirer shall indemnify the Owner to the value of the Vehicle or replace the same at his own expense with a similar Vehicle of equal value and shall bear all cost and expenses to which the Owner may incur or be out or exposed.
 - e. Any serious faults, failures or whatsoever, mechanical or otherwise must be made known to the Owner as early as possible so that the Owner can rectify the same. Otherwise should any losses, damages and/or charges arise, the Hirer will be held liable.
 - f. If any breakdowns, failures, accidents or whatsoever occurs in Singapore or West Malaysia, the Hirer must immediately inform the Owner and/or its agents and the Hirer is not allowed to engage any towing agents or motor workshops without the Owner's written consent. Should the Hirer engage any unauthorized workshop and/or agents, the Hirer shall be liable to pay for losses.
13. The Hirer will immediately report any accident within 24 hours to the Owner at the location where Vehicle was rented and will also deliver to the Owner at the location every summons, complaint or paper of any kind received by the Hirer in any relating to any accident involving the vehicle while rented under this Agreement. The Hirer will not aid or encourage the filing of any claims as a result of any accident and will cooperate fully with the Owner and its insurer in the investigation and defense of any claim or lawsuit. All repairs must be carried out by Ms Carz Leasing authorized workshop.
14. In the event that the Vehicle or any part thereof is damaged or missing (including all accessories and items). The Hirer shall forthwith pay to the owner the excess amount payable (referred to as the 'excess' on the front page) in respect of each and every incident regardless of negligence.
15. The Hirer participates as an insured under an automobile insurance policy a copy of which is available for inspection by the Hirer at the Owner's office. The policy contains coverage in respect of third party bodily injury or death liability and property damage liability. The Hirer is bound by and agrees to the terms and conditions hereof.
16. The Hirer and the registered additional driver are not insured under a policy of insurance against personal injury or death to themselves. Agreement may however be death only, upon the Hirer having paid the current rate of premium as evidenced on the front page hereof. A copy of such policy is available for the inspection at Owner's place of business for the time being. If the Hirer does not arrange for this insurance cover the Owner shall not under any circumstances be liable to make any payment to the Hirer in respect of or to indemnify the Hirer against any loss, injury or damage sustained by the Hirer or use of the Vehicle or as a result of any defect therein and in taking delivery of the Vehicle the Hirer shall be deemed to have satisfied himself that it is in all respects roadworthy and in a proper and safe condition.
17. The Hirer or driver is obliged to report to the Owner any and every accident in writing, by wire or telephone immediately, in no case later than 24 hours after the accident. The Hirer or driver must not admit to or compound any claim either partially or in full. It is important that they secure the names and addresses of all witnesses as well as the license number of any and all Vehicle involved in the accident. In any case, the local police authorities have to inform if injury is involved; if accident occurs in Malaysia, Hirer required to lodge a police report both in Malaysia and Singapore within 24 hours.
18. The Owner is not obligated to provide any replacement Vehicle if any accidents or breakdowns occur in Malaysia, whether or not the accident or breakdown is due to the negligence of the Hirer but however if Owner chooses to provide any replacement Vehicle for accident occurred in Singapore it will be at the Hirer's expense.
19. If for any reason the Vehicle described in this Agreement or any other Vehicle ordered by the Hirer prior to the commencement of the period of rent 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 performance. Notwithstanding the above, if no such alternative Vehicle is available or if the Owner shall decline to provide an alternative Vehicle for whatever reason(s), then the Hirer is not refunding any rental charge and deposit (if any) paid by him but shall have no claim of any kind whatsoever against the Owner.
20. The person signing the Agreement assumes full personal responsibility along with the firm, person or organization in whose name he/she might sign.
21. No relaxation, forbearance or indulgence by the Owner in enforcing any of the terms and conditions of this Agreement shall prejudice or affect the rights and powers of the Owner hereunder nor shall any waiver of any breach operate as a waiver of any subsequent or continuing breach.
22. In the event of any disputes arising out of or in connection with this Agreement, the Parties here to, hereby and submit to the jurisdiction of the Courts of the Republic of Singapore

By signing this rental agreement form, you agree that may collect, use and disclose your personal data, as provided in this rental agreement, or (if applicable) obtained by our company as a result of the rental of vehicle, for the following purposes in accordance with the Personal Data Protection Act 2012 and our data protection

- (a) the processing of this rental agreement; and
- (b) the administration of the rental agreement with MS CARZ LEASING PTE LTD; and
- (c) the sharing of your personal particulars if you have outstanding balance payable to MS CARZ LEASING PTE LTD into a database for car rental companies.

Please visit www.pdp.gov.sg website at for further details on our data protection policy.

Signature: 

Name: **BENJAMIN CHEW TING EM**

Date: _____



MS Carz Leasing Pte Ltd

8 Chang Charn Road #01-01
SINGAPORE 159637 CO. REGN NO.: 201401068R

TEL: 66355793/94
FAX: 62910668

RENTAL AGREEMENT

REF NO: MSC21-13985

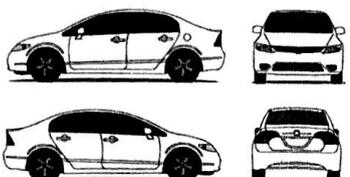
HIRER'S PARTICULARS

NAME: BENJAMIN CHEW TING EM
NRIC/PASSPORT: SXXX479C
CONTACT: 83665637
ADDRESS: BLK787C WOODLANDS CRESCENT
#11-64 S.733787

RELIEF DRIVERS

RENTAL DETAILS	
CAR:	<u>Honda/Vezel</u>
REGISTRATION:	<u>SLK6920E</u>
P-PLATE:	<u>No</u>
GPS:	<u>No</u>
VEHICLE DELIVERY:	<u>No</u>
REMARKS:	<u>ACCIDENT REPLACEMENT</u>

RENTAL CHARGES	
SUBTOTAL	\$840.00
TOTAL	\$840.00
AMOUNT PAID	\$0.00
BALANCE DUE	\$840.00
REFUNDABLE DEPOSIT Cash / Nets / Credit Card / Cheque	\$0.00

(A) - ACCIDENTS (D) - DENTS (S) - SCRATCHES


COLLECTION OF VEHICLE	
OUT DATE	28 Jun 2021
TIME AM/PM	
MILEAGE OUT IN KM	
FUEL LEVEL	
CHECKED OUT BY:	

PHYSICAL DAMAGE EXCESS	
Singapore	SS 2,000.00
Malaysia (if applicable)	SS 3,000.00
For Driver Aged below 25 or above 65 or less than 2 years driving experience regardless of age.	SS 2,000.00 (Additional)

RETURN OF VEHICLE	
IN DATE	3 Jul 2021
TIME AM/PM	
MILEAGE IN KM	
FUEL LEVEL	
CHECKED IN BY	

IMPORTANT NOTE
1. Only persons with a valid driving licence registered with MS CARZ LEASING PTE LTD are authorised to drive the Vehicle.
2. The vehicle is strictly for SINGAPORE use only and is not allow to be driven out of Singapore without prior consent of MS Carz Leasing Pte Ltd.
3. The hirer is liable for full cost of repair & other losses suffered by MS CARZ LEASING PTE LTD should the Vehicle is found damaged of stolen while being driving by UNAUTHORISED drivers.

ACCESSORIES	
Jack	STD Tools
S / Tyre	S / RIM
Hub Caps	Radio/CD
Others	

The hirer hereby read and understood all terms and conditions stated on this page and overleaf


Hirer Signature
Date: 2021-06-26


Approving Officer



MS Carz Leasing Pte Ltd

8 Chang Charn Road #01-01
SINGAPORE 159637 CO. REGN NO.: 201401066R

TEL: 66355793/94
FAX: 62910668

BILL TO

Name : BENJAMIN CHEW TING EM
NRIC/REGN : SXXXX479C
Address : BLK787C WOODLANDS CRESCENT #11-64
S.733787
Contact : 83665637

INVOICE

DATE: 26/6/2021
REF: MSC21-13985

DESCRIPTION	AMOUNT
RENTAL	\$840.00
Vehicle No.: SLK6920E	
Make and Model: HONDA VEZEL	
Rental Period: 26/6/2021 - 3/7/2021	
REMARKS: ACCIDENT REPLACEMENT	

Total	\$840.00
Amount Paid	\$0.00
Balance Due	\$840.00

ISSUED BY

*If you have any questions about this invoice, please contact 66355793/94
Thank you For Your Business!*



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