FLEXI-DRIVE ENTERPRISE

Blk 8 Kaki Bukit Avenue 4 Premier@kaki bukit gate 2 #06-33 lobby C Singapore 415875

INVOICE

Tel: (65) 6292 5455 Fax: (65) 6292 2866 e-mail: sales@wellscope.com.sg H/Phone: 9667 5455 (24 Hrs)

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V. A. No. Vehicle Regn. N.	o. o164B	G4 B MA2D6			Renting Locat	Panang 7d		
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- THE HIRER IS SOLELY RESPONSIBLE FOR BREACH OF TRAFFIC LAWS AND ANY PARKING FINES OR SURCHARGES DURING PERIOD OF HIRE.			Received	\$		_ by receiver X		
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TERMS AND CONDITIONS FOR CAR RENTAL

FLEXI-DRIVE ENTERPRISE (hereinafter called "the owner", which expression shall where the context so admits include the owner's successors-in-title) hereby agrees to let and the hirer named herein (thereinafter called "the Hirer") agress to take on hirer the motor vehicle described herein (thereinafter called "the said vehicle") subject to the following terms and conditions.

- The said vehicle (and all tools and accessories theerin) is property of the Owner and the Hirer shall be a mere bailee thereof and no interest in it shall pass to the Hirer.
- The hiring shall commence on the date and at the time specified and shall continue for the period and end on the date and at the time stated unless extended or as expressly requested by the Hirer.
- The Hirer shall pay in cash prior to the commencement of the hiring a hire charge specified herein. No part of such hire charge shall in any circumstances be refundable except at the discretion of the Owner.
- 4. If the Hirer shall fail to return the said vehicle at the expiration of the period of hire, then without prejudice to the other rights of the Owner, the Hirer shall pay to the Owner for every hour elapsing between the time of such expiration and the time the said vehicle is returned to the Owner, such further other charge in accordance with the Owner's current rate of hire charges or at such other rates as the Owner may in its absolute discretion thinks fit.
- 5. 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 sum due and owing by the Hirer to the Owner in accordance with the provisions of this Agreement. Such interest shall accrue from the agreed date of the return of the said vehicle by the Hirer to the Owner, regardless of whether the Hirer in fact returns the said vehicle.
- 6. The said vehicle may only be driven by the hirer or person or persons who have been expressly designated and authorized herein (hereinafter called "the authorized driver"). The Hirer and authorized driver must be in possession of a valid driving license and shall all times drive the said vehicle in a careful and skillful maner, observing the traffic regulations and laws and in the event of any breach thereof, the Hirer shall pay all fines, cost of repairs and penalties which may be incurred and shall also answer all Police and Traffic Court Summonses, Notices and inquiries in connection therewith. Particular attention is to be accorded to the following.
 - the Hirer shall not carry load or passengers in excess of the Motor Vehicle's Licensed carrying capacity (i.e. one driver and four passengers);
 - tii) the Hirer shall not drive the said vehicle whilst under the influence of intoxicating liquor or drugs;
 - iii) it is expressly forbidden to hire the said vehicle out to third persons or let unauthorized persons or learners to use the said vehicle or to permit the said vehicle to be used for illegal purposes (for instance: in connection with theft, drug pedaling or trafficking, smuggling or any other criminal activity) or the purposes of test racing. Failure to comply may entail serious consequences as the Hirer assumes full responsibility and in event of the said vehicle being seized, confiscated or forfeited as a result thereof, the Hirer shall indemnify the Owner for all losses incurred including the value of the said vehicle.
 - iv) the Hirer and the authorized driver must be above 23 years and below 60 years old and be holding valid driving licenses and have a minimun of 2 years regular and qualified driving experience.
- 7. The Hirer or authorized driver shall report all accidents involving the said vehicle to the Owner immediately and also to the police not later than 24 houes after the accident, The Hirer or authorized driver shall not admit or compound any claim either partially or in full. The Hirer is to secure the names and addresses of all witnesses as well as the registration number of all vehicle involved in the accident. All communications or letters received from the police or third parties are to be referred to the Owner immediately. The Hirer shall not abandon the said vehicle without adequate provisions for safeguarding and securing the same. Failure to comply with rule 5 and 6 will render Hirer liable for all cost and third part claims.
- 8. 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 by any third party as a result of the use of the said vehicle or as a result of any defect therein and in taking delivery of the said vehicle the Hirer shall be deemed to have satisfied himself that is in all respects roadworthy and in proper and safe condition.

- 9. If for any reason the vehicle desscribed in the schedule or any other vehicle ordered by the Hirer 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 said vehicle with amalternative vehicle of similar seating capacity and performance and if no such alternative vehicle is available or if the Owner shall decline to provide an alternative vehicle then the Hirer shall be repaid any hire charge and deposit (if any) paid by him after offsetting the rental charge and costs incurred but shall have no other claim of any kind whatsoever against the Owner. However if no deposit is paid, Hirer must pay for rental charges incurred on demand.
 - 10. The Hirer shall pay for the cost of petrol during the period if hiring PROVIDED ALWAYS that the Hirer having taken delivery of the said vehicle with a full tank of petrol shall return it likewise failing which the Owner shall be entitled to refill the tank and the cost thereof shall be recoverable from the Hirer.
 - to refill the tank and the cost thereof shall be recoverable from the Hirer.

 2. The personal Accident policy covers against Loss of Life. Permanent Dismenberment and Fotal/Loss of Right caused Solely by violent accidental external and visible means whilst the registered renter and/or passengers and/or driver (who is authorized by the registered renter) is driving in, boarding or alighting from the registered rental vehicle.

The policy provides \$\$50,000/- cover for the registered renter and separate cover of \$\$50,000/- in aggregate for the driver and all passengers combined (excluding the registered renter). Maximum medical reimbursement cover of \$\$5,000/- is also provided for any one registered rental vehicle.

For exact details of cover, please refer to the policy lodged with the Company.

- 12. The said vehicle shall be covered under a Commercial Motor Vehicle Insurance policy which contains an excess clause of \$\$3,000 \$\$100,000 on type of Hirer vehicle, Section I, I, 26 years old and below, less then 2 years driving experience.
- 13. On or prior to the expiration of the period of hire, the Hirer shall return the said vehicle together with all tyres, tools, accessories and equipment to the Owner at any of the Owner's designated stations in as good order and condition as the said vehicle was when collected by the Hirer from the Owner.
- 14. 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 or any breach operate as a waiver of any subsequent or continuing breach.
- The Hirer is responsible for obtaining an Area License/ERP Cash Card for entry into the Restricted Zone of the Business District/ERP gantries during operative hours.
- 16. In the breach of the terms and conditions of the agreement the Owner reserves the right to resume possession of the hired vehicle at anytime from the Hirer in the Owner's interest without prejudice.
- 17. The Owner shall not be liable to the Hirer or any person for any loss or damage whatsoever and howsoever caused or occasioned by reason of the Owner resuming possession of the vehicle nor shall the Owner be liable to any person for monies, goods, articles or things not belonging to the Owner which are in or alleged to be in the vehicle at the time the Owner resumes possession of the vehicle.
- 18. The Hirer shall not take the said vehicle outside mainland Singapore, Malaysia or any other territory outside Singapore without the written consent of the Owner. Failure to comply with this term may entail serious consequences and the Hirer shall assume personal and full responsibility and in the event of the said vehicle being damaged, seized, confiscated or forfeited as a result thereof, the Hirer shall indemnify the Owner for all losses incurred including the value of the said vehicle.
- 19. That in addition, the Hirer shall be deemed to have extended the period of hire by reason of the Hirer's failure to return the said vehicle or continued possession and/or continued use of the said vehicle upon the same terms and conditions contained herein. The Hirer shall also be bound by these terms and conditions in respect of any replacement vehicle hired in lieu of the said vehicle by means of New Rental Agreement or Replacement Voucher.
- 20. With effect from 1st April 1994, the Hirer shall pay for all GST levied on rental rates, optional benefits & miscellaneous items in accordance to the GST bill. FLEXI-DRIVE ENTERPRISE reserves the right to change any terms & conditions as above without prior notice.