

**GARAGE 13 PTE LTD**

8 KAKI BUKIT AVE 4

#03-46 PREMIER@KB

SINGAPORE 415875

UEN GST REG NO : 202005684D

Date : 03.12.2021

M/s India International Insurance Pte Ltd

64 Cecil Street

#05-01 IOB Building

Singapore 049711

Dear Sir / Madam,

NOTIFICATION OF ACCIDENT

Please be informed that an accident involving my/our vehicle no. **EK 9119 R**
and vehicle(s) no. **SLK 8725 P** had taken place at / along **PAYA LEBAR RD TWDS**
MACPHERSON RD AFTER PIE EXIT ON 02.12.2021 @ 0900HRS

Kindly let us know within 2 working days from the date of this notice if you wish
to carry out or waive a pre-repair inspection

If we do not hear from you within 2 working days, we shall proceed to repair the vehicle
without further notice and our client shall claim for the additional loss of use arising
from the giving of this notification to you.

Please call Ms Regine at 8797 0013 to arrange .

**PRI**

Date / Time	3/12/21 1730
Company Name	Lhk
Surveyor	Thavan
Contact No	82235489
Signature	

Dismantle Item

Date / Time	6/12/21 1200
Surveyor	Thavan

After Paint

Date / Time	
Surveyor	

GARAGE 13

8 Kaki Bukit Ave 4
Premier @ Kaki Bukit #03-46
Singapore 415875
Company Reg Number: 202005684D

LETTER OF AUTHORISATION

I/We, DANIEL AUTO LEASING ("the third party claimant")
of NRIC/FIN/UEN No. 533, owner of vehicle no. EK 9119 R. hereby authorize
M/s GARAGE 13 PTE LTD. ("the workshop") to my claim for repair cost
and/or rental and/or loss of use and/or survey fee ("claim") for my vehicle no. EK 9119 R. that
was damaged pursuant to the accident which occurred on 21/12/2021 along
PAYA LEBAR RD TWOS MACPHERSON - ROAD involving vehicle no/s
SLK 8725 P ("the accident").

I further authorize the workshop to settle my above mentioned claim in a manner that they deem fit and the workshop is further authorized to receive payment further to settlement of my claim with payment cheque/s being made in favour of the workshop.


I further acknowledge that any settlement the workshop may reach on my behalf is on a without prejudice and without admission of liability basis insofar as the driver/ owner/ insurers of the other vehicle/s is concerned.

Dated this _____ (day) of _____ (month) _____ (year)




SIGNATURE OF OWNER/ COMPANY STAMP (IF APPLICABLE)

Land Transport Authority



VOCATIONAL LICENCE
 Licence No : S1627564F
 Name : NG LEE HWEE



Please visit www.lta.gov.sg to check the status of this vocational licence

REPUBLIC OF SINGAPORE DRIVING LICENCE



Licence Number: S1627564F
 Name: NG LEE HWEE
 Birth Date: 26 Jul 1964
 Issue Date: 23 Dec 2002




REPUBLIC OF SINGAPORE
 IDENTITY CARD NO. S1627564F



Name: NG LEE HWEE
 黄理徽
 Race: CHINESE
 Date of birth: 26-07-1964
 Country/Place of birth: SINGAPORE

This card is not transferable and is the property of the Land Transport Authority (LTA). It must be surrendered to LTA on request. If found, please return to LTA, 10 Sin Ming Drive, Singapore 575701.

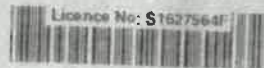
Type	Description	Issue Date
13	PRIVATE HIRE CAR VL	23/08/2018



YOU ARE LICENSED TO DRIVE VEHICLES IN THE FOLLOWING CLASS(ES)

Class	Description	PASS DATE
Class 3	Motor Cars and Motor Tractors the weight of which unladen does not exceed 2500 kilograms	30 Oct 1961

Licence No: S1627564F



NP 428A

6310645



REPUBLIC No: S1627564F

Date of issue: 15-10-2019

APT BLK 692A CHOA CHU KANG CRESCENT #10-06
 SINGAPORE 681692
 NRIC No: XXXXX564F

Date of change: 16/07/2021



Motor Hire Car

MZ407

N SN

AN0498A

Cov. Type:C

CERTIFICATE OF INSURANCE

Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189)
Motor Vehicles (Third-Party Risks and Compensation) Rules, 1960
Road Transport Act, 1987 (Malaysia)
Motor Vehicles (Third-Party Risks) Rules, 1959 (Malaysia)

CERTIFICATE No

DMHCSNW00009012000

Engine No.: 2ZR8222364

Cha. No.: ZYX102083092

1 Index Mark and Registration
Number of Vehicle

EK9119R

AUTOSAFE
=====

2 Name of Policy Holder

DANIEL AUTO LEASING

3 Effective date of the Commencement of
insurance for the purposes of the Regulations,
Ordinance or Enactment

26/12/2020
(00:00:00)

Excess Sect. I . S\$1,250.00

Excess Sect. I (Outside Singapore) S\$2,500.00

Excess Sect. II S\$1,250.00

Excess Sect. II (Outside Singapore). S\$2,500.00

EX ON WINDSCREEN . S\$100.00

4 Date of Expiry of insurance

25/12/2021

5 Persons or Classes of Persons entitled to drive*

Any employee or any person who is driving with the Policyholder's order or with their permission.

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

6 Limitations as to use*

- (1) Use for the carriage of passengers or goods in connection with the Policyholder's business.
- (2) Use for social domestic pleasure purposes.

The Policy does not cover

- (1) Use for racing, pace-making, reliability trial or speed-testing.
- (2) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

HIRE PURCHASE CO. : KENSO LEASING PTE LTD

* Limitations rendered inoperative by Section 8 of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189) and Section 95 of the Road Transport Act 1987 (Malaysia), are not to be included under these headings.

I/We hereby Certify that the policy to which this Certificate relates is issued in accordance with the provisions of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189) and Part IV of the Road Transport Act, 1987 (Malaysia).

Please see reverse

FOR CHINA TAIPING INSURANCE (SINGAPORE) PTE. LTD.

Issued By: NEO & COMPANY INSURANCE AGENCY
Authorised Officer

Authorised Signatory



ADRIVE LEASING PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699

VEHICLE RENTAL AGREEMENT

Date: _____

V.R.A No.: _____

EK 9119 R.

Vehicle Rental Agreement made between ADrive Leasing Private Limited (MANAGING AGENT) and The Hirer and/or The Driver, under the terms and conditions as set forth.

HIRER'S DETAILS					
NAME OF HIRER ("Hirer")	NG LEE HWER		NRIC No.	S1627564F	Gender M.
ADDRESS (AS STATED IN NRIC)	BLK 692A, CHOA CHU KANG CRESCENT 410-06. (S) 6816A2.				
EMAIL ADDRESS			CONTACT NUMBER		
DRIVING LICENCE No.	S1627564F		DATE OF BIRTH	26/7/1964	
DRIVING EXPERIENCE	20	YEARS	NATIONALITY	SG.	PLACE OF ISSUE SG.
VEHICLE DETAILS					
MAKE / MODEL	MAZDA 3		VEHICLE REG No.	3MH 1222 Z.	
LEFT SIDE			LEGEND:	PETROL	
RIGHT SIDE			O - DENT X - SCRATCH C - CHIP R - RUST		
DATE OUT	2/12/2021	TIME OUT	1200 HRS	HIRER'S SIGNATURE	
DATE IN	13/12/2021	TIME IN	1400 HRS	HIRER'S SIGNATURE	
RENTAL DETAILS					
SECURITY DEPOSIT	S\$		INSURANCE EXCESS	Please View Terms & Conditions "INSURANCE / MALAYSIA USAGE"	
RENTAL CHARGES	S\$ @ PER WEEK		NUMBER OF DAY(S) / WEEK(S)		
GRAND TOTAL	S\$				
CONTRACT PERIOD	Start Date	2/12/2021	End Date		
REMARK(S)					

PLEASE MAKE PAYMENT TO DBS BANK LTD CURRENT ACCOUNT @ 003-946456-8

AUTHORISED SIGNATURE



HIRER NAME AND NRIC





ADrive LEASING PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699

AGREEMENT FOR HIRE

1. **Hua Hong Pte Ltd** (the "Owner"), as managed by **ADrive Leasing Pte Ltd** (the "Managing Agent"), will let, and the Hirer will take for hire upon the following terms and conditions in this agreement ("Agreement") the motor vehicle ("Vehicle") described in the Schedule hereto and the Hirer shall be a mere Bailee of the Vehicle and no interest in it shall pass to the Hirer. The Vehicle shall always remain the property of the Owner and the Hirer 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.
2. The Hirer and the authorized driver must be over the age **TWENTY-TWO (22) YEARS OLD** and holding Singapore valid driving license with at least **TWO (2) YEARS** of driving experience.
3. The Hirer and/or the Authorized Driver confirms that he/she:
 - A. Do not suffer from any physical infirmity or uncorrected defective vision or hearing, and that the Owner shall be entitled to rescind and/or terminate this Agreement forthwith if the Hirer and/or the Authorized Driver is found to have withheld information relating to such infirmity;
 - B. Is informed that the Vehicle shall not be insured after the expiry of the Hire Period. The Owner must be notified of any intended extension of the Hire Period at least **SEVEN (7) DAYS** prior to expiry of the Hire Period and payment shall be made to the Owner immediately upon receipt of the invoice. Failure by the Hirer to make do payment will entitle the Owner to make the necessary claims through legal means;
 - C. Shall not make any alteration, additional modifications or changes whatsoever to the Vehicle. If caught, the Hirer must pay for the costs and expenses of reinstating the Vehicle plus an additional administrative charge of **S\$1,070.00** (inclusive of GST).
 - D. the Vehicle shall not be driven by un-authorized personnel, and that in the event of breach of this clause the Hirer shall be liable for all loss and damages to the Owner including but not limited to an administrative charge of **S\$1,070.00** (inclusive of GST).
4. Usage of Vehicle for illegal purposes including but not limited to and/or in connection with theft, drug peddling or trafficking, smuggling, illegal racing and/or debt recovery/collection activities are strictly prohibited.
5. The hiring shall commence on the date and at the time the Hirer takes delivery of the Vehicle and shall continue for the period and end on the date and at the time stated in the Schedule (the "Hire Period") unless the hiring is terminated in accordance with the provisions of this Agreement in which event the hiring shall terminate at the respective times specified in the said clauses.
6. The Owner will use all reasonable endeavors to have the Vehicle available for delivery or collection on the date specified in the Schedule, but the Owner shall not incur any liability whatsoever in the event of any delay.

HIRE CHARGE

7. Rental payments must be made to **DBS Bank Ltd.** current account **003-946456-8** or **PayNow @ 200900309M**.
8. The hire charge (the "Hire Charge") shall be 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 Hire Period and subsequent payments to be made at consecutive intervals specified in the Schedule without prior demand by the Owner. Time shall be of the essence in respect of the payment of all sums due hereunder and 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 "Outstanding") shall remain unpaid for more than **ONE (1) DAY** after becoming due, owing or payable.
9. Without prejudice to clause 8 above, in the event the Hirer fails, neglects, or refuses to pay all or any part of the Outstanding for any reasons whatsoever which also includes acts of god, pandemic, epidemic:
 - A. The Hirer shall pay to the Owner a compounding administrative fee of **S\$35.00** per week based on each late rental payment and
 - B. The Owner shall not be required to take out all or any of the insurances set out in clause 27 below and all damages, losses or liabilities to be covered under such insurances shall be the sole responsibility and liability of the Hirer and the Owner shall not be responsible or liable in any manner whatsoever in respect of such damages, losses or liabilities. The Hirer shall repay to the Owner an amount calculated by the Owner to be equivalent to the premium paid by the Owner in respect of the insurances set out in clause 27 below for the period commencing on the date of the outstanding and ending on the date the Owner is in actual receipt of the payment of the Outstanding, both dates inclusive.
10. If the Hirer shall fail to return the Vehicle at the expiration of the Hire Period or upon termination of this Agreement then, without prejudice to the other rights of the Owner and Clause 9B above, the Hirer shall pay to the Owner for every day elapsing between the expiration of the Hire Period and the time the Vehicle is returned to the Owner the sum specified as the additional daily charge in the Schedule.
11. If the Hirer fails or unable to make rental payment within **ONE (1) DAY** after rental due date, the Owner reserves the rights to repossess the Vehicle. The Hirer will have to bear all the cost involved in relation to the repossession (including towing costs). The Owner reserves the right to charge late interest fee of **ten per cent (10%)** on the total outstanding amount from the date the outstanding becomes payable, to the date the Owner is in actual receipt of the payment of the Outstanding, regardless of whether the date of payment is before or after any judgement or award in respect of the same.
12. 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 fully indemnify the Owner for all costs, charges and expenses incurred in the exercise of its rights.
13. Nothing contained in Clause 10 and Clause 12 hereinabove shall confer upon the Hirer any right to the continued use or possession of the Vehicle.

LATE VEHICLE RETURN SURCHARGE



ADrive LEASING PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699

LATE VEHICLE RETURN SURCHARGE

14. The Vehicle must be returned within the agreed stipulated time otherwise penalties as below will be imposed.

LATE VEHICLE RETURN CHARGE (Inclusive Of GST)		
Monday to Friday		
	<u>Time In (Morning)</u>	<u>Time In (Afternoon)</u>
Vehicle Return Time	0900 - 1200	1400 - 1700
Vehicle Late Return Charge (After Stipulated Return Time)	50% of per day rental rate	100% of per day rental rate

SECURITY DEPOSIT

15. The Hirer shall also pay in **CASH** or **NETS** or **CREDIT CARD** (subject to additional 4% processing fees) prior to the commencement of the Hire Period the deposit (the "**Deposit**") specified in the Schedule. The Hirer may not utilize the Deposit as set-off for any Hire Charge due and payable during the term of the Hire Period or any Outstanding. 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 amount payable as specified in the Schedule (hereinafter referred to as the "Excess") in respect of each accident.
 - B. An amount owed to any authority for any traffic related offences committed during the term of the Hire Period.
 - C. The amount of any compensation, loss or damage for which the Hirer is responsible under the provisions of this Agreement.
16. The Owner shall be entitled to retain the Deposit for a period of up to **THREE (3) WEEKS** from the end of the expiration of the Hire Period pending the Owner's determination if any of the circumstances giving rise to clause 15A, clause 15B and clause 15C above have arisen, or **THREE (3) WEEKS** from the last date of payment of any Outstanding, whichever is later. The Deposit or any part thereof to be refunded to the Hirer, after taking into consideration clause 15A, clause 15B and clause 15C above, shall be interest free.
17. Upon delivery of the Vehicle, the Hirer shall forthwith notify the Owner and shall state in the Vehicle Check Out/Check in Report, any defects to the Vehicle. If the Hirer fails or neglects to do so, the Vehicle shall be deemed to have been delivered and accepted by the Hirer in good repair and working condition complete with all fittings, accessories, tools and spare tire.
18. At the end of the Hire Period:
- A. The Vehicle shall be returned by the Hirer, in the same condition as at the commencement of the Hire Period complete with all fittings, accessories, tools and spare tire, fair wear and tear excepted.
 - B. The Hirer shall ensure that the Vehicle Check Out/Check in Report 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 the Owner is of the view that clause 18A above has not been complied with, 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 the loss of hire charge of the Vehicle during the period of its repair.
19. The Hirer shall always 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 its own expense, take all necessary steps, or steps required by the Owner, to retain and recover possession and custody of the Vehicle.
20. The Hirer shall bear the cost of the repair or rectification of any damage to the Vehicle resulting from the negligence or improper use of the Vehicle by the Hirer.
21. In the event the Hirer modifies or alters the Vehicle or authorizes the repair of the Vehicle by any third party not approved by the Owner, the Hirer shall reimburse the Owner based on a full indemnity for all its costs, charges and expenses incurred or to be incurred for reinstating the Vehicle to its original condition.
22. 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 without the due written consent of the Owner.
23. The Hirer shall permit the Owner or its authorized representative at all reasonable times to enter upon the premises where the Vehicle may from time to time or at any time be garaged or parked to inspect and test the condition of the Vehicle.
24. The Hirer shall immediately notify the Owner of any change in the Hirer's details and, upon the request of the Owner, promptly inform the Owner of the whereabouts of the Vehicle.
25. Without prejudice, the Hirer shall indemnify the Owner against all fines, penalties and liabilities imposed on the Owner or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with any cost or expense relating thereto incurred by the Owner.

INSURANCE / MALAYSIA USAGE

26. Insurance accident excess are subject to change due to insurance renewal regardless of the rental period. The Owner have the right to change insurance accident excess at clause 29 below as the Owner deems fit.
27. Subject to Clause 9 hereinabove, the Vehicle has been insured against:
- A. All third-party risks and liabilities as required by law;
 - B. All damage to third party property;
 - C. Damage to the Vehicle (subject to payment of the Excess); and



ADRIIVE LEASING PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

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D. Losses or theft of the Vehicle.

E. Insurance is covered until the **State of Penang, Malaysia**.

28. The Hirer acknowledges that the insurance policy effected by the Owner and/or Owner does not cover:

A. Personal injuries or death to the driver of the Vehicle; and

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 cover which shall be at the Hirer's own expense.

29. The Hirer acknowledges that the insurance policy effected by the Owner and/or Owner does not cover:

INSURANCE EXCESS TABLE FOR 2020 (INCLUSIVE OF GST)	
Section A (Own Damage)	
Section B (Third Party)	
Up to S\$5,000 (fully payable within 3 days from accident)	
Windscreen Excess @ S\$107.00 + S\$20.00 PHV Decal	

30. Insurance accident excess are subject to change due to insurance renewal or by the owner own discreet as deems fit regardless of the rental period. The Owner may from time to time and at any time notify to the Hirer, and any such changes shall take effect from the date specified in the notice (insurance loading). The Hirer acknowledges that excess is fully payable within 3 days from the occurrence of accident.

REMOVAL OF PRIVATE HIRE VEHICLE DECAL

31. An administrative charge of **S\$535.00** (inclusive of GST) including the price of the decal will be applicable.

IN AN EVENT OF AN ACCIDENT

32. The Hirer shall immediately notify the Owner of any accident involving the Vehicle and report the accident to the police or other proper authority within the time prescribed by law. The notification of the accident to be given by the Hirer to the Owner must be within **TWENTY-FOUR (24) HOURS** of the accident, failing which (for any reason whatsoever) the Hirer shall be responsible and liable for all costs of the repair of the Vehicle as well as all damages arising from the accident.

33. The Hirer agrees that any and all repair works to be performed on the Vehicle mentioned in this Agreement must be performed by Hua Hong Private Limited. The Hirer shall be responsible and liable for payment of the repairs to the Owner for each accident.

34. The Hirer must agree to continue paying the Hire Charge as agreed in this Agreement until the Vehicle repair works are completed inclusive of full duration of the vehicle being compounded by any government agency or under traffic police investigation pertaining to the accident, waiting period of any spare parts required to complete repair works or any other event causing the inability to use the vehicle due to the accident.

35. If the Hirer is caught repairing and/or modifying the Vehicle at other workshop(s) than **Hua Hong Pte Ltd**, the Hirer must bear all the cost involved for **Hua Hong Pte Ltd** to repair and/or revert the Vehicle back its original condition. In addition, the Hirer will have to pay the non-wavier excess stated in the Agreement of S\$1070.00 as stated in clause 3C.

36. Further, the Hirer shall indemnify the Owner and/or Managing Agent against all loss or damage incurred or suffered by the Owner and/or Managing Agent (including loss resulting from inability to use the Vehicle or let the same on hire) in consequence of the destruction, loss or theft of or damage to the Vehicle prior to the Vehicle being returned to the Owner.

37. The Hirer agrees that the Owner may in its sole and absolute 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.

38. The Hirer understands and acknowledges that if damage to the Vehicle results in total vehicular loss (CTL) or if the Vehicle is stolen during the agreed contractual period for both normal rental and Lease to Own schemes (LTO Scheme), it also serves as a notice of termination to the hirer. The hirer will be liable to pay up to S\$10,000.00 due to possible loss of future rental earning (excluding payable excess) and cease the rights to the ownership of the Vehicle for Lease to Own Scheme (LTO Scheme).

39. 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 damage to the Vehicle and all direct and consequential loss or damage incurred or suffered by the Owner and/or Managing Agent on the basis of a full indemnity and shall further indemnify the Owner and Managing Agent against all actions, proceedings, liability, claims, damages, costs and expense arising out of the said accident.

BREACH OF CONTRACT AND/OR TERMINATION OF CONTRACT

40. Breach of this Agreement by the Hirer shall include, but is not limited to, drink driving, dangerous driving, illegal activates deemed by law, debt collection, late/missing rental payments, abusive (physical or verbal) towards staff(s) of the Owner, suspension of Ride Hailing Apps account(s), alternation or modifying of the Vehicle, driving license suspended/revoked by **Singapore Traffic Police** and sending the Vehicle for repair works to be performed by another repair workshop other than **Hua Hong Pte Ltd**. The Hirer shall be liable and responsible for all damage to the Vehicle and all direct and consequential loss or damage incurred or suffered by the Owner and/or Managing Agent on the basis of a full indemnity and shall further indemnify the Owner and Managing Agent against all actions, proceedings, liability, claims, damages, costs and expense arising from breach of contract.

41. In an event that the Hirer's Ride Hailing App account(s) is suspended, and/or the Hirer and/or Authorized Driver is permanently banned (with evidence), the Hirer shall have a choice of either to fulfill the agreed Hire period or terminate the Agreement. If the Hirer wants to terminate contract, Clause 53 below shall apply.

42. In the event of any breach of this Agreement by the Hirer, the Owner may without prior notice to the Hirer take possession of the Vehicle and for this



ADRIVE LEASING PRIVATE LIMITED

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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 this Agreement. The exercise of the right of repossession and termination shall not prejudice the Owner's right to claim damages or other remedies against the Hirer for the breach of any of its obligations of this Agreement.

CHANGE OF VEHICLE

43. If for any reason whatsoever the Vehicle described in the Schedule or any other Vehicle ordered by the Hirer prior to the commencement of the Hire Period is not available at the time of such commencement the Owner shall have the right to replace the Vehicle with an alternative vehicle of similar seating capacity and/or ride hailing vehicle classifications. If no such alternative vehicle 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 any Hire Charge and Deposit paid by him but shall have no other claim of any kind whatsoever against the Owner.
44. In the event of damage to the Vehicle, the Owner may at any time require the Hirer to return the Vehicle to enable the Owner to rectify any such damage. In such event, the Owner shall provide the Hirer with a replacement Vehicle of similar seating capacity or ride hailing vehicle classifications provided that the damage to the Vehicle was not caused by the deliberate act, omission or negligence of the Hirer and/or their named driver and there has been no contravention of the terms and conditions of this Agreement and/or any statute or regulation. The Hirer agrees that the replacement vehicle shall be subject to the same terms and conditions contained in this Agreement.

VEHICLE LOCATION TRACKING

45. The Vehicle mentioned in this Agreement is equipped with **Track and Trace ("Tracking Device")** and is being tracked and/or monitored (including Malaysia) by the Owner. In the event of dispute, data captured/logged from Tracking Device systems will be used as evidence(s).
46. If the Hirer and/or Driver makes any modification to, damages or otherwise loses the Tracking Device, the Hirer shall be liable to compensate the Owner the sum of **S\$1,070.00** (inclusive of GST).

IN-CAR CAMERA

47. The Vehicle mentioned in this Agreement is equipped with in-car camera systems (front and rear) ("**In-car Camera System**"). In an event of an accident, video evidence captured from the in-car camera will be used.
48. If the Hirer and/or Driver makes any modification to, damages or otherwise loses (including memory card supplied) the In-car Camera System, the Hirer shall be liable to compensate the Owner the sum of **S\$1,070.00** (inclusive of GST). In an event that the In-car Camera System malfunctions, the Hirer must report to the Owner as soon as possible.
49. The Owner shall not be held responsible for any losses arising from the use of in-car camera recordings. It shall be the responsibility of the Hirer to periodically check the in-car camera recordings.
50. In an event of an accident, the hirer agrees and assured that he/she is required to remove the cables from the in-car camera to stop the recordings and retrieve the footage at the earliest opportunity. If failure to do so, the Hirer shall be liable to compensate the Owner the sum of **S\$1,070.00** (inclusive of GST).

VEHICLE SERVICING AND MAINTENANCE

51. The Agreement covers regular car servicing (10,000 KM) and vehicle maintenances for normal wear and tear except for tire punctures. The Hirer is required to send the vehicle for regular servicing once the vehicle odometer reach the next 10,000 KM mileage from the last servicing record or every 10,000 KM mileage clocked base on whichever comes first. In the event regular car servicing is not completed within the next 2,000 KM mileage after regular servicing is due, the Hirer will be liable for the full servicing cost of the vehicle including all spare parts replacement and an administration fee of **S\$321.00**.
52. The Hirer must report the Vehicle's mileage periodically and/or at the request of the Owner and report back for Vehicle servicing/checks at the Owner's request.

TERMINATION

53. If the Hirer wishes to terminate the Agreement (Rental or Lease To Own Scheme), the hirer must provide at least **2 week notice in-lieu**, or if the Owner exercises its right of repossession and termination before the end of the agreed contractual period ("**Termination**"), the Hirer acknowledges and agrees that his/her deposit will be forfeited, and the Hirer agrees to further pay the Owner a termination administrative fee of **S\$321.00** and additional **TERMINATION DAMAGES** in the following manner:
- A. Where the Hire Period is for one (1) year or less, or the Lease To Own (LTO) Scheme is for a period of 5 years, the liquidated damages payable by the Hirer for Termination shall be the equivalent of the amount payable for **TEN (10) weeks** of the Hire Rental Charge; OR
- B. Where the Hire Period is for two (2) year, or the Lease To Own (LTO) Scheme is for a period of 6 years, the liquidated damage payable by the Hirer for Termination shall be: the equivalent of the amount payable for **TWENTY (20) weeks** of the Hire Rental Charge if termination is within the first year of the Hire Period; OR the equivalent of the amount payable for **TEN (10) weeks** of the Hire Rental Charge if termination is after the first (1st) year of the Hire Period but within the second (2nd) year.
- C. Where the Hire Period is three (3) year and above or the Lease To Own (LTO) Scheme is for a period of 7 years, the Hirer: shall pay the equivalent of the amount payable for **TWENTY (20) weeks** of the Hire Rental Charge if termination is within the first (1st) year of the Hire Period; OR shall pay the equivalent of the amount payable for **FIFTEEN (15) weeks** of the Hire Rental Charge if termination is within the second (2nd) year of the Hire Period; OR shall pay the equivalent of the amount payable for **TEN (10) weeks** of the Hire Rental Charge within the third (3rd) year of the Hire Period.



ADRIVE LEASING PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699

54. Where the Hirer has entered into Lease-To-Own Scheme ("LTO Scheme") with the Owner, the following early return rebate is eligible to the Hirer:
- Where the LTO Scheme is for a period of FIVE (5) years, the Hirer shall be entitled to a rebate amounting to \$10 per day from the date of the commencement of the Hire Period if Termination is after third (3rd) year of the Hire Period.
 - Where the LTO Scheme is for a period of SIX (6) years, the Hirer shall be entitled to a rebate amounting to \$5 per day from the date of the commencement of the Hire Period if Termination is after third (3rd) year of the Hire Period.
 - Where the LTO Scheme is for a period of SEVEN (7) years, the Hirer shall be entitled to a rebate amounting to \$5 per day from the date of the commencement of the Hire Period if Termination is after fourth (4th) year of the Hire Period.

NORMAL RENTAL OR LEASE TO OWN SCHEME (OVERVIEW)				
Year	First Year Penalty	Second Year Penalty	Third Year Penalty	Early Return Rebate for LTO Scheme
1 Year Contract or 5 Years LTO	20 Weeks (LTO) 10 Weeks (Normal Rental)	10 Weeks	No Penalty	\$10.00 Daily Rebate (Termination after 3 rd Year)
2 Years Contract or 6 Years LTO	20 Weeks	10 Weeks	No Penalty	\$5.00 Daily Rebate (Termination after 3 rd Year)
3 Years Contract or 7 Years LTO	20 Weeks	15 Weeks	10 Weeks	\$5.00 Daily Rebate (Termination after 4 th Year)

55. Irrespective of the term of the LTO Scheme, any rebate payable to the Hirer shall only be paid **THREE (3) weeks** after the date of Termination or the last date of payment of the Outstanding (whichever is later), and the Hirer may not utilize any such rebate as set off for any Hire Charge or any Outstanding. Any rebate payable will be forfeited if hirer account is outstanding at point of termination.

MEDICAL TERMINATION

56. Any medical termination request is subjected to **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)**'s doctors' review and management approval. The hirer cannot use pre-contract medical conditions as the reason to terminate the contract.

RECOVERY OF ANY OUTSTANDING

57. **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** will not hesitate in engaging legal means (including applying for bankruptcy or engaging debt collecting firm) to recover the Vehicle and/or any Outstanding owed by the Hirer. During this period, the Hirer will have bear all legal cost accrued and any on-going Hire Charge or Outstanding including interest will apply.

CONVERSION TO OPEN RATE

58. The Hirer may continue driving the Vehicle when the contract period is over. The rental rate per week will be converted to an open rental rate on a rolling contract determined by the Owner with the rental rate subject to revision at any point of time upon giving a notice of seven (7) days.
59. The Owner or the Hirer will need to serve a notice of seven (7) days prior to recalling the Vehicle or returning the Vehicle respectively.

REPOSSESSION OF VEHICLE

60. The Hirer will be given **FORTY-EIGHT (48) hours** from the time the Vehicle is repossessed to remove all the his/her belongings and thereafter, the Owner will be entitled to remove and discard all the items from the car and the Vehicle will be reinstated (The Hirer liable to pay for reinstatement fees if applicable). The Hirer agrees to continue to pay for the Hire Charge of the vehicle in this Agreement until the Hirer surrenders all the keys of the Vehicle back to **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** or until the date of receipt of the replacement key in the event of the Hirer failing to return the key of the vehicle. Cost and charges of replacing the keys of the vehicle will be borne by the Hirer.
61. All expenses, including towing and administrative charges (**\$51,070.00**), for repossession will be payable by the Hirer.

INDEMNITY

62. The Hirer shall be solely responsible for all fines, penalties, summonses and all other legal proceedings in respect of the Vehicle and/or the driver of the Vehicle which arises from events occurring during the Hire Period and shall fully indemnify the **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** against all actions, proceedings, liability, claims, damages, costs and expenses because of the same.

EXCLUSION OF LIABILITY

63. The Owner shall not under any circumstances be liable to make any payment to the Hirer in respect of any loss or damage to the Hirer, The Hirer further agrees to indemnify the Owner against all loss, injury or damage sustained, incurred or suffered by the Owner, the Hirer or by any third party as a direct or indirect result of the presence or use of the Vehicle or as a result of any defect therein. 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.
64. The Owner does not hire the Vehicle subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose of the Vehicle and any conditions and warranties are hereby expressly excluded insofar as permitted by law.



ADrive LEASING PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699

PERSONAL DATA PROTECTION ACT / CREDIT BUREAU DATA SHARING

65. The hirer acknowledged and agreed to allow **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** under this Agreement to collect and/or share hirer's personal data such as National Registration Identity Card (NRIC), phone number(s), email address(es) and et cetera should the need arises. The hirer shall fully indemnify **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** against all actions, proceedings, liability, claims, damages, costs, and expenses because of the same.

GENERAL

66. The rights of **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** 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 and/or Managing Agent in enforcing any of the terms and conditions of this Agreement shall prejudice or affect the rights and powers of the Owner and/or Managing Agent hereunder nor shall any waiver of any breach operate as a waiver of any subsequent or continuing breach.
67. **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** may from time to time modify, vary, change or alter the terms and conditions of this Agreement provided that it shall use its reasonable endeavors to inform the Hirer of the modifications, variations, changes or alterations and the Hirer shall be bound by such modifications, variations, changes or alterations.
68. If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, such provision shall be severed from this Agreement in respect of that law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
69. This Agreement or any part thereof shall not be assigned or transferred by the Hirer without the prior written consent of **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)**. The Hirer agrees that the Owner and/or Managing Agent 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.
70. The Hirer agrees that in the event of any legal action by **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** against the Hirer for recovery of any sums due, owing or payable under this Agreement or for damages arising directly or indirectly from the breach of this Agreement, the Hirer shall be liable for the Owner's and/or Managing Agent's legal costs on a full indemnity basis.
71. This Agreement shall not come into force until it has been signed on by **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** and/or by one of its officers duly authorized for that purpose and unless and until the Deposit has been paid by the Hirer.
72. This Agreement supersedes all prior discussions, negotiations, and agreements between the parties with respect to the subject matter hereof and reflects their entire agreement.
73. Personal data collected from this Agreement will be kept confidential and will be used solely by **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** for marketing purposes.
74. If any language translation of these provisions differs from or is inconsistent with the English text, the English text shall prevail.

By signing below, you acknowledged that you have read, understood, and agreed with this Agreement, which shall be governed by the laws of the Republic of Singapore.

AUTHORISED SIGNATURE
JONATHAN TAN
HUA HONG PTE LTD

AUTHORISED
DOMINIC YEO
ADrive LEASING PTE LTD

HIRER NAME
NRIC
DATE





HUA HONG PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699 Email: info@huahong.com.sg

TAX INVOICE

31 DECEMBER 2021

GARAGE 13 PTE LTD

RENTAL FOR MONTH OF DECEMBER 2021

1.	SMH1222Z	02/12/2021 - 11/12/2021	\$	1,348.20
	Replacement For EK 9119 R			

Total	\$	<u>1,348.20</u>
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* Please make payment payable to Hua Hong Pte Ltd

** Bank Account: UOB 324-302-1713

*** Bukit Panjang Branch

This is a computer generated document and no signature is required.

Land Transport Authority
10 Sin Ming Drive
Singapore 575701

GST Registration No. : M4-0006529-2

EK 9119 R LTA

Print Date/Time : 02 Dec 2021 / 11:55:28

Receipt Date/Time : 02 Dec 2021 / 11:55:25

Tax Invoice/Receipt

Receipt No. : ITNET-00000-211202-001526

Previous Receipt No. :

S/N	Item Description/ Business Transaction Reference No.	Amount Before GST (S\$)	GST Amount (S\$)	Amount After GST (S\$)
	Result of Insurance Enquiry - SLK8725P As at 02 Dec 2021/09:00:00 Insurance Co: INDIA INT'L INS PTE LTD Insurance Co: MSIG INSURANCE (SINGAPORE) PTE LTD			
1	Insurance Enquiry - SLK8725P Enquiry Fee 20211202115433575682	7.00	0.49	7.49
	Sub-Total	7.00	0.49	7.49
	Total Before Rounding	7.00	0.49	7.49
	Rounding Difference			0.04
	Total Amount Payable			7.45
	Paid By			
	j43fk4j7-- 4NG378448W784642G		Credit Card	7.45
	Total			7.45
	Cash Change			0.00
	Tendered Amount			7.45
	Excess Refundable Amount			0.00

THANK YOU AND HAVE A NICE DAY!

Please ensure that all payments to the Authority are good and promptly settled by the payment service provider / financial institution. Otherwise, the transaction and receipt is considered void and late fee may apply.



RECORD MANAGEMENT CENTRE

**GENERAL INSURANCE ASSOCIATION OF SINGAPORE
RECORDS MANAGEMENT CENTRE**

6 Raffles Quay #18-00, Singapore 048580

Phone: +65 6224 0010 Fax: +65 6224 0030

Operating Hours: Monday to Friday 9am to 5pm

GST Registration No: M400017735

TAX INVOICE

Date of Request: 03/12/2021

Your Ref No: 3P X EK9119R

Dear Sir/Madam,

Date of Accident: 02/12/2021 00:00 (SGT)

Vehicle No: EK9119R

Place of Accident: Paya Lebar Link, Singapore

With reference to your application for the accident report, we have attached the following accident report as requested:

DOCUMENTS	ACCIDENT LOCATION	PER DOC (S\$)	QTY	AMOUNT (S\$)
SLK8725P	Paya Lebar Link, Singapore	(29.00)	1	(27.10)
GST Amount				(1.90)
Total Amount Due (GST Inclusive)				(29.00)

The images provided to you are taken from the original reports forwarded to the centre by the members of the General Insurance Association of Singapore and we take no responsibility for their accuracy or contents and shall be under no liability whatsoever for any loss or damage arising out of or in connection with the reports or their images.

Thank you.

This is a computer generated document and requires no signature.

