



**JL PERFECT AUTOWORK PTE LTD**

Co. & GST Reg. No.: 202136905K

8 Kaki Bukit Avenue 4

Premier @ Kaki Bukit

#08-09, Singapore 415875

Tel: +65 6341 6789 | Fax: +65 6341 6778

Email: jlperfectautowork@gmail.com

Our Ref.: SLK4528T

Your Ref.: SHB2139R

Date: 12.11.2022

ATTN: Motor Claims Department

INS: AXA INSURANCE PTE LTD

Dear Sir/Madam,

Accident Involving: SLK4528T & SHB2139R

Date of Accident: 11.08.2022 @ 06:45 HOURS

Location: SLIP ROAD OF JALAN BUKIT MERAH ENTERING LOWER DELTA ROAD

We refer to the above-mentioned accident.

We are claiming as follows:

Cost of Repair:	<u>\$ 6,500.00</u>
Loss of Rental:	
(7 Days x \$192.60):	<u>\$ 1,348.20</u>
LTA Search:	<u>\$ 7.45</u>
<b>Grand Total:</b>	<b><u>\$ 7,855.65</u></b>

The above-mentioned settlement is in respect for our client of damage pertaining to his/her motor vehicle and shall not prejudice our client's claim in respect of damages and consequential loss in relation to his/her personal injuries.

For any further queries, please kindly contact Irene @ 8297 9787, or email to [jlperfectautowork@gmail.com](mailto:jlperfectautowork@gmail.com)

Thank You,

Irene





JL Perfect Autowork Pte. Ltd.  
Co. Reg No: 202136905K  
8 Kaki Bukit Avenue 4  
#08-09 Premier @ Kaki Bukit  
Singapore 415875  
Tel: 6341 6789 Fax: 6341 6778  
Email: jlperfectautowork@gmail.com

## Authorisation To Act

I, Mohamed Nizam Bin Mohamed Rani ("the third party claimant") of  
868 Woodlands Street 83 #03-339 S730868  
(address), owner of SLK4528T (vehicle no.)  
hereby authorise JL Perfect Autowork Pte Ltd ("the workshop")  
to act for me with respect to my claim for repair costs and / or rental and / or  
loss of use ("claim") for my vehicle no. SLK4528T that was  
damaged pursuant to the accident which occurred on 11/08/22 (date)  
at/along Slip Road of Jalan Bukit Merah entering Lower Delta Road  
(location) involving vehicle no/s SHB2139R ("the accident").

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

I further authorise the workshop to execute and/or sign any documents/discharge  
vouchers/agreements regarding my/our claim/case for my/our convenience.

I further acknowledge that any settlement the workshop may reach on my behalf is on a without  
prejudice and without admission of liability basis in so far as any other claim (s) whatsoever by  
me and/or the driver/owner/insurers of the other vehicle/s arising from the aforesaid accident  
concerned.

Dated this 11 day of 08 (month) 20 22 (year)

[Signature]

Signed by "the third party claimant"



[Signature]

Signed by "the workshop"





"My execution of this Discharge Voucher is only for my claim for property damage and not prejudicial to any other claims"

### AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SHB 2139R (Insd veh)	Model: HONDA VEZEL HYBRID 1.5X AUTO
	SLK 4528T (TP veh)	
Date of Accident/ Time:	11/08/2022	

Repair Estimate	: \$	22,314.16	
Final Repair Cost	: \$		
Loss of Use	: \$		days at \$ per day
Rental (if any)	: \$		days at \$ per day
LTA / GIA Search Fee	: \$		
Others:	: \$		
Final Settlement Sum (Global Sum)	: \$	7,250.00	
Payee Name : JL PERFECT AUTOWORK PTE LTD			
Is Third Party Workshop GIA Registered? [ ] YES [X] NO (Kindly indicate below)			
A)	For Non GIA Registered Workshop:	Agreed Liability 100 (%)	
B)	For GIA Registered Workshop:	BOLA Applicable: Yes/ No BOLA Scenario No: _____	
	BOLA Liability: _____ (%)	Assessed Liability (*): _____ (%)	
* Assessed Liability to be filled only for chain collisions and for cases where BOLA does not apply.			
Remarks:			

#### NOTE:

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

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

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

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

<p><i>Yuan</i></p> <p>Signature of workshop representative / Workshop stamp</p> <p>Name of Representative: <b>IBENE TING</b></p> <p>Date: <b>02/12/2022</b></p> <p><b>LKK</b></p>	<p><b>HONG</b></p> <p>Signature of Witness / Workshop stamp (if applicable)</p> <p>Name of Witness: <b>YAW WAZ HONG</b></p> <p>Date: <b>02/12/2022</b></p>
<p>Signature of AXA's surveyor/representative</p> <p>Name of AXA's surveyor /Representative</p> <p>Date: <b>05/12/2022</b></p>	

# TAX INVOICE

**JL PERFECT AUTOWORK PTE LTD**

Co. Reg No: 202136905K

8 Kaki Bukit Avenue 4

#08-09 Premier @ Kaki Bukit

Singapore 415875

Tel: 6341 6789 Fax: 6341 6778

Email: jlperfectautowork@gmail.com



Date	Invoice Number	Vehicle Number
12.11.2022	JLP202211-00173	SLK4528T

## AXA INSURANCE PTE LTD

8 SHENTON WAY

#27-01 AXA TOWER

SINGAPORE 068811

Description	Amount (SGD)
Carry out Lump-sum repair on accident vehicle corresponding to supply of spare parts, labour and spray painting charges	\$ 6,500.00
Total	\$ 6,500.00

Cross cheques and pay: JL PERFECT AUTOWORK PTE LTD

Please indicate the invoice number on the reverse side.

JL PERFECT AUTOWORK PTE LTD

AUTO Generated - Signature Not Required





## HUA HONG PRIVATE LIMITED

10 Kaki Bukit Avenue 4 #04-63 Premier@Kaki Bukit Singapore 415874

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

### TAX INVOICE

5 September 2022

MOHAMED NIZAM BIN MOHAMED RANI  
868 WOODLANDS STREET 83  
#03-339  
SINGAPORE 730868

Vehicle Registration No : SMA 7237 D  
Vehicle Make : TOYOTA  
Vehicle Model : C-HR HYBRID

---

Rental Charges from 11/08/2022 to 17/08/2022  
(7 days x \$180 per day)

	\$	1,260.00
7% GST	\$	88.20
<b>Total</b>	<b>\$</b>	<b>1,348.20</b>

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



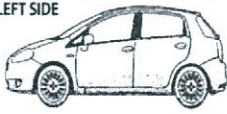




ADRIIVE LEASING PRIVATE LIMITED  
8 KAKI BUKIT AVE 4, #06-31, PREMIER @ KAKI BUKIT SINGAPORE 415875  
Tel: (65) 6661 9688 Fax: (65) 6661 9699

# VEHICLE RENTAL AGREEMENT

Date: \_\_\_\_\_

V.R.A No.: \_\_\_\_\_

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")	Mohamed Nizam Bin Mohamed Rani		NRIC No.	S7229806C	Gender	male
ADDRESS (AS STATED IN NRIC)	BLK 868 Woodlands Street 83 #03-339 S (730868)					
EMAIL ADDRESS	—		CONTACT NUMBER	8484 2366		
DRIVING LICENCE No.	S7229806C		DATE OF BIRTH	27/08/1972		
DRIVING EXPERIENCE	22	YEARS	NATIONALITY	SINGAPOREAN	PLACE OF ISSUE	SINGAPORE
VEHICLE DETAILS						
MAKE / MODEL	Toyota C-HR		VEHICLE REG No.	SMA7237D		
LEFT SIDE			LEGEND:	PETROL		
RIGHT SIDE			O - DENT X - SCRATCH C - CHIP R - RUST			
DATE OUT	11/08/22	TIME OUT	16:30	HRS	HIRER'S SIGNATURE	
DATE IN	17/08/2022	TIME IN	16:40	HRS	HIRER'S SIGNATURE	
RENTAL DETAILS						
SECURITY DEPOSIT	S\$ N.A.		INSURANCE EXCESS	Please View Terms & Conditions "INSURANCE / MALAYSIA USAGE"		
RENTAL CHARGES	S\$ @ PER WEEK	192.60	NUMBER OF DAY(S) / WEEK(S)	7 days		
GRAND TOTAL	S\$ 1,348.20					
CONTRACT PERIOD	Start Date	11/08/2022	End Date	11/09/2022		
REMARK(S)						

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



AUTHORISED SIGNATURE



HIRER'S NAME, NRIC & SIGN





## ADRIVE LEASING PRIVATE LIMITED

8 KAKI BUKIT AVE 4, #06-31, PREMIER @ KAKI BUKIT SINGAPORE 415875  
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 an administrative fee of compounding **7%** of the outstanding rental 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 lapsing 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.



## ADRIVE LEASING PRIVATE LIMITED

8 KAKI BUKIT AVE 4, #06-31, PREMIER @ KAKI BUKIT SINGAPORE 415875  
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.

<b>LATE VEHICLE RETURN CHARGE</b> (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:
- 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.
  - An amount owed to any authority for any traffic related offences committed during the term of the Hire Period.
  - 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 **TWO (2) 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 **TWO (2) 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:
- 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.
  - 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:
- All third-party risks and liabilities as required by law;
  - All damage to third party property;
  - Damage to the Vehicle (subject to payment of the Excess); and
  - Losses or theft of the Vehicle.
- E. Insurance is covered until the **State of Penang, Malaysia**.





## ADrive LEASING PRIVATE LIMITED

8 KAKI BUKIT AVE 4, #06-31, PREMIER @ KAKI BUKIT SINGAPORE 415875  
Tel: (65) 6661 9688 Fax: (65) 6661 9699

28. The Hirer acknowledges that the insurance policy effected by the Owner and/or Owner does not cover:
- Personal injuries or death to the driver of the Vehicle; and
  - 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 discretion 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-waiver 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 activities 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 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





## ADRIVE LEASING PRIVATE LIMITED

8 KAKI BUKIT AVE 4, #06-31, PREMIER @ KAKI BUKIT SINGAPORE 415875

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

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

8 KAKI BUKIT AVE 4, #06-31, PREMIER @ KAKI BUKIT SINGAPORE 415875  
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 from third (3<sup>rd</sup>) 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 from third (3<sup>rd</sup>) 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 from fourth (4<sup>th</sup>) 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
<b>1 Year Contract or 5 Years LTO</b>	20 Weeks (LTO) 10 Weeks (Normal Rental)	10 Weeks	No Penalty	\$10.00 Daily Rebate (Termination from 3 <sup>rd</sup> Year)
<b>2 Years Contract or 6 Years LTO</b>	20 Weeks	10 Weeks	No Penalty	\$5.00 Daily Rebate (Termination from 3 <sup>rd</sup> Year)
<b>3 Years Contract or 7 Years LTO</b>	20 Weeks	15 Weeks	10 Weeks	\$5.00 Daily Rebate (Termination from 4 <sup>th</sup> 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.

### OPEN RENTAL RATE & CONVERSION

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.

### 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





ADrive LEASING PRIVATE LIMITED

8 KAKI BUKIT AVE 4, #06-31, PREMIER @ KAKI BUKIT SINGAPORE 415875  
Tel: (65) 6661 9688 Fax: (65) 6661 9699

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>



Land Transport Authority

10 Sin Ming Drive

Singapore 575701

GST Registration No. : M4-0006529-2

Print Date/Time : 11 Aug 2022 / 16:42:41

Receipt Date/Time : 11 Aug 2022 / 16:42:41

### Tax Invoice/Receipt

Receipt No. : ITNET-00000-220811-003118

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 - SHB2139R				
As at 11 Aug 2022/06:45:00				
Insurance Co: AXA INSURANCE PTE LTD				
1	Insurance Enquiry - SHB2139R Enquiry Fee 20220811164154904528	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				
421808XXXXXX9928		eNETS 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.