

VEHICLE RENTAL AGREEMENT

1. **Period of Rental**
 - 1.1 The Owner shall lease to the Hirer and the Hirer shall rent from the Owner the Vehicle, on and as from the Commencement Date and for the duration of the Rental Period, on the terms and conditions set out in the Agreement.
2. **Deposit**
 - 2.1 The Hirer shall pay the Owner an amount equal to the Deposit Amount upon the execution of the Agreement.
 - 2.2 Such payment shall be held by the Owner as a security for the due and proper performance by the Hirer of the Hirer's representations, warranties, duties, undertakings and obligations and any and all sums due to the Owner (whether as damages or otherwise) in connection with the Agreement. In the event of any default on the part of the Hirer, the Owner shall be entitled (but shall not be obliged) to apply or utilise such security or any part thereof in any such manner as the Owner may in its sole discretion think fit towards the satisfaction (in whole or in part) of any sum due from the Hirer to the Owner or any of the obligations or liabilities of the Hirer to the Owner.
 - 2.3 Any security provided under Clause 2 is for the sole benefit of the Owner and the Hirer shall not be entitled to apply or set-off such security (or any part thereof) against any sum payable to the Owner.
 - 2.4 If at any time during the Rental Period, the security (or any part thereof) is applied or utilised by the Owner, the Hirer shall pay the Owner such sum as shall restore the security to the Deposit Amount within seven days of the Owner's demand and any such sum so paid by the Hirer to the Owner shall be treated as and shall form part of the security.
 - 2.5 The security shall not bear any interest. Upon the termination of the rental of the Vehicle and subject to the Hirer having duly observed and performed all of the Hirer's obligations and undertakings under the Agreement and having discharged all of the Hirer's liabilities to the Owner, the Owner shall refund the balance of the Deposit Amount held by the Owner as the security (if any) to the Hirer within 14 days after the date of such termination, provided that if the Vehicle has been involved in an accident, the Owner may retain the security for such additional period as the Owner may require to determine the cause and extent of any loss of or damage to the Vehicle (including liability under the insurance policy relating to the Vehicle).
3. **Payments**
 - 3.1 The Hirer shall pay the Owner the Rental Fee and, where indicated to be applicable in the Schedule, the CDW Fee for each week (commencing on a Monday and ending on the following Sunday) during the Rental Period. The Rental Fee and the CDW Fee (if applicable) shall be due in advance, and paid on or before the "Time for Payment" specified in the Schedule for the duration of the Rental Period.
 - 3.2 The Hirer shall bear and pay to the Owner, GST as may be imposed on the Rental Fee and/or any other charges or payments to the Owner under the Agreement.
 - 3.3 The Hirer shall, on the occurrence of any event specified as an "Event" in the Appendix, pay to the Owner on demand the amounts specified as the "Amount(s)" in the Appendix correlating to such "Event", or such other amounts as the Owner may from time to time notify the Hirer.
 - 3.4 Without prejudice to the Owner's rights under any other term in the Agreement or otherwise at law, if the Hirer fails to pay the Owner any sum which is payable by the Hirer to the Owner (including Rental Fees and whether as damages or otherwise) by the date on which such sum is required to be paid, the Hirer shall pay the Owner the amount specified as the "Late Payment Fee" in the Schedule, and interest at the rate specified as the "Late Payment Interest Rate" in the Schedule on the amount outstanding as from the date on which such sum was required to be paid to the Owner and until payment is made to the Owner. Such interest shall be calculated on a daily basis and compounded with monthly rests and shall accrue before as well as after any judgement.
 - 3.5 Any payment required to be made by the Hirer to the Owner under the Agreement (including the Deposit Amount and the Rental Fee) shall be paid by the Hirer to the Owner by such means as the Owner may from time to time prescribe.
 - 3.6 Any amounts payable by the Owner to the Hirer (including the Deposit Amount to be refunded pursuant to Clause 2.5), may be paid by the Owner to the Hirer by such means as the Owner may decide, including:
 - 3.6.1 by cheque to the Hirer's address stated in the Schedule; or
 - 3.6.2 by transfer to the bank account whose details are set out in the Schedule.
 - 3.7 All payments under the Agreement shall be made in Singapore Dollars, in immediately available and freely transferable funds by the due date for payment, without any deduction or set-off whatsoever.
 - 3.8 The Owner may at its sole discretion apply and appropriate any and all payments by or on behalf of the Hirer in such manner and order and towards the satisfaction (in whole or in part) of any sums due from the Hirer to the Owner (whether under the Agreement or otherwise, and whether as damages or otherwise), as the Owner may consider fit, regardless of any specific appropriation by the Hirer.
 - 3.9 The rates, fees, charges, terms and conditions under the Agreement are based on existing legislation and/or taxes in force at the date of the Agreement. In the event of any change in any such legislation and/or taxes, the Owner may at its sole discretion impose on the Hirer any resultant increase in the costs of renting the Vehicle to the Hirer (whether by increasing the Rental Fee or otherwise), or amend or revise the terms of the Agreement in accordance with Clause 25.1.
4. **Delivery of the Vehicle**
 - 4.1 The Hirer shall at the Hirer's costs collect the Vehicle at such address as the Owner may notify the Hirer.
 - 4.2 The Hirer shall forthwith upon the collection of the Vehicle inspect and test the working order and operation of the Vehicle. The Hirer must notify the Owner of the details of any and all defects, deficiencies and malfunction found in the Vehicle by indicating and countersigning the same on a vehicle inspection checklist provided by the Owner.
 - 4.3 Save only for such defects, deficiencies and malfunction as may be indicated on the vehicle inspection checklist provided by the Owner and signed by the Parties in accordance with Clause 4.2, the Vehicle shall be deemed to have been delivered to and accepted by the Hirer in good working order and condition, free from any and all defects, deficiencies and malfunction.
5. **Authorised Drivers**
 - 5.1 The Hirer shall ensure that the Vehicle is used only by the Hirer and/or any Authorised Driver.
 - 5.2 If the Vehicle is to be used by any person other than the Hirer, the Hirer shall provide the Owner with the personal particulars of such person and seek the Owner's prior written consent to such person using the Vehicle. The Hirer represents and undertakes to the Owner that such person fulfils the Driver Qualifications in all respects. Any consent may be made subject to such conditions as the Owner considers fit. Such person may use the Vehicle only whilst the Owner's consent remains in force.
 - 5.3 The person(s) whose particulars are specified as the "Authorised Driver" in the Schedule shall be deemed to have the Owner's consent under Clause 5.2 to use the Vehicle.
 - 5.4 The possession and/or use of the Vehicle by any Authorised Driver (or any other person) shall not relieve the Hirer of all the Hirer's obligations under the Agreement. The Hirer remains fully responsible for any acts or omissions of any Authorised Driver, including any and all fees, charges and other sums (including damages) as may be imposed under the Agreement in relation to the Vehicle, regardless of whether the Vehicle was used by an Authorised Driver (or any other person).
6. **Use of Vehicle**
 - 6.1 The Hirer shall ensure that the Vehicle shall at all times be used:
 - 6.1.1 in accordance with all applicable laws and regulations;
 - 6.1.2 with all due care and in accordance with all recommendations, conditions and specifications made or prescribed by the manufacturer or distributor of the Vehicle; and
 - 6.1.3 only within the territorial limits of Singapore and West Malaysia.
 - 6.2 The Hirer shall not, and shall ensure that no person shall, at any time:
 - 6.2.1 without the prior written consent of the Owner, make or permit to be made any alterations, additions or improvements to the Vehicle (including fitting any towing equipment, non-standard tyres and/or other accessories onto the Vehicle), or remove any parts whatsoever from the Vehicle;
 - 6.2.2 remove or interfere with any identification marks or plates affixed to the Vehicle;
 - 6.2.3 deface the paintwork or bodywork of the Vehicle or add or affix any painting, sign-writing, lettering or advertising to or on the Vehicle;
 - 6.2.4 use or permit the Vehicle to be used (including by any passenger of the Vehicle) in a manner or for a purpose:
 - (i) which contravenes any applicable law (whether for smuggling or the storage or transportation of any illegal drugs or any other unlawful use or purpose);
 - (ii) for which the Vehicle is not designed or suitable;
 - (iii) for speed-testing, reliability trials, driving lessons, towing, racing, pace-making, racing or competing in any form of motor sport whatsoever; or
 - (iv) which contravenes any condition of any insurance policy relating to the Vehicle or which may result in such insurance policy being invalidated;
 - 6.2.5 sell, offer for sale, assign, let, sublet, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the Vehicle or any interest therein nor create nor allow to be created or suffer the creation of any lien or encumbrance on the Vehicle whether for repairs or otherwise; and/or
 - 6.2.6 smoke any cigarette, tobacco or other substances in the Vehicle.
 - 6.3 All alterations, additions or improvements to the Vehicle (whether with or without the consent of the Owner) shall be deemed to form part of the Vehicle and be the property of the Owner without any cost to the Owner and be subject to the terms of the Agreement.
 - 6.4 Notwithstanding Clause 6.3, if any alterations, additions or improvements are made to the Vehicle without the Owner's consent, the Hirer shall immediately upon being required to do so by the Owner remove such alterations, additions or improvements and restore the Vehicle to the same quality, function and condition as before such alterations, additions or improvements were made at the Hirer's own cost.
 - 6.5 The Hirer represents and warrants to the Owner that the Hirer:
 - 6.5.1 is a citizen or permanent resident of Singapore;
 - 6.5.2 is at least 20 years of age;
 - 6.5.3 possesses a valid Singapore driver's licence in relation to the Vehicle with at least 2 years of driving experience;
 - 6.5.4 has not had:
 - (i) any application for motor insurance rejected;
 - (ii) any motor insurance policy cancelled;
 - (iii) special conditions imposed on any motor insurance policy; or
 - (iv) increased premium imposed on any motor insurance policy by reason of his claim experience; and
 - 6.5.5 is not an undischarged bankrupt,
(Clauses 6.5.1 to 6.5.5 above, collectively, the "Driver Qualifications").
 - 6.6 If at any time during the Rental Period the Hirer or any Authorised Driver ceases to fulfil any of the Driver Qualifications, the Hirer shall immediately notify the Owner in writing. If any Authorised Driver ceases to fulfil any of the Driver Qualifications:
 - 6.6.1 the consent given to such Authorised Driver to drive the Vehicle shall be revoked with immediate effect; and
 - 6.6.2 the Hirer shall ensure that such Authorised Driver ceases to use the Vehicle with immediate effect.
 - 6.7 The Hirer shall immediately notify the Owner in writing:
 - 6.7.1 if at any time during the Rental Period, the Hirer or any Authorised Driver reaches the age of 65;
 - 6.7.2 without prejudice to Clause 9.5, of any accident involving the Vehicle, or any breakdown or failure of the Vehicle (whether in Singapore or otherwise);
 - 6.7.3 if at any time during the Rental Period, the aggregate number of demerit points outstanding against the Hirer or any Authorised Driver amounts to a total of 12 or more points under the Road Traffic (Driver Improvement Points System) Rules;
 - 6.7.4 of any changes to the personal particulars of the Hirer or any Authorised Driver as specified in the Schedule or as notified to the Owner from time to time; and/or
 - 6.7.5 if the Vehicle is or may be seized or confiscated pursuant to any applicable law (including under the Road Vehicles (Special Powers) Act (Chapter 277) and/or the Misuse of Drugs Act (Chapter 185)).
7. **Ownership of Vehicle**
 - 7.1 The Vehicle shall remain the property of the Owner and the Hirer shall have no right or interest in the Vehicle otherwise than as a bailee. The only right of the Hirer is to possess and use the Vehicle in accordance with the terms and conditions of the Agreement.
8. **Insurance**
 - 8.1 The Vehicle is insured under a standard commercial motor vehicle insurance policy in accordance with the laws of Singapore.
 - 8.2 The Hirer shall observe and comply with the terms and conditions of the insurance policy relating to the Vehicle in force from time to time, and shall not do or omit to do anything which may vitiate such insurance policy.

- 8.3 Any and all proceeds as may be paid or recovered under the insurance policy relating to the Vehicle shall belong absolutely to the Owner.
9. **Loss or Damage to the Vehicle**
- 9.1 The Hirer shall assume on and as from the Commencement Date and until the rental of the Vehicle is terminated and the Vehicle is returned to the Owner in accordance with the provisions of the Agreement, the entire risk of loss of or damage to the Vehicle or any part thereof occasioned in any manner or by whomsoever or by any cause whatsoever.
- 9.2 If an incident of loss of or damage to the Vehicle occurs, the Hirer shall reimburse the Owner on demand the Insurance Excess. If the Owner is notified by the insurer that the user of the Vehicle is wholly or partly at fault for the loss of or damage to the Vehicle, the Hirer shall additionally pay to the Owner on demand the Vehicle Damage/Loss Fee. An illustration of the Insurance Excess and Vehicle Damage/Loss Fee in force as at the Commencement Date is set out in the Schedule as the "Insurance Matters (Accident/Theft) and Vehicle Damage/Loss Fee", which illustration may be modified by the Owner at any time.
- 9.3 The liability of the Hirer under Clause 9.2 for the Insurance Excess and Vehicle Damage/Loss Fee (if any) may be reduced if the Hirer had elected to pay and duly paid the CDW Fee. The Owner will notify the Hirer of the amount of the reduction, and the Hirer's liability for the reduced amount of the Insurance Excess and Vehicle Damage/Loss Fee (if any) to be borne and paid by the Hirer.
- 9.4 Without prejudice to Clauses 9.2 and 9.3, if any loss of or damage to the Vehicle is not covered under the Owner's insurance policy in respect of the Vehicle or the insurer repudiates liability under such insurance policy as a result of any act or omission by the Hirer in relation to the Vehicle (including the use of the Vehicle for any unlawful purpose), the Hirer shall be personally liable to the Owner for the whole of the Loss suffered or incurred by the Owner in relation to the Vehicle.
- 9.5 In the event of any accident involving the Vehicle, the Hirer shall ensure that the following are observed and complied with:
- 9.5.1 the vehicle registration numbers of the vehicles involved, the names, addresses and identification card numbers of the parties involved and those of the witnesses to the accident, if any, shall be obtained;
- 9.5.2 no fault or liability shall be admitted on the part of the Hirer or any person using the Vehicle;
- 9.5.3 the Vehicle shall not be abandoned without ensuring adequate provision has been made for the safeguarding and securing of the Vehicle; and
- 9.5.4 the Owner shall be notified of the accident within 24 hours of the accident occurring, an accident report shall be made at the Owner's authorised reporting centre and the Owner shall be provided assistance in providing all the necessary information pertaining to the accident to the relevant insurer (if required).
- 9.6 The Hirer shall be required to make a police report and forward a copy of the accident report to the Owner as soon as possible if the accident involves: a fatality; damage to government property; a foreign vehicle; a pedestrian or cyclist; a hit-and-run case; injury (where at least one person involved in the accident was taken to hospital from the accident scene (whether by an ambulance or otherwise) or any party involved in the accident was injured and obtained outpatient medical leave for three days or more); or theft, any other criminal act and/or a total loss of the Vehicle.
- 9.7 The Owner shall not be liable for any loss of or damage to any property stored or left in the Vehicle during the Rental Period.
10. **Maintenance and Repair of Vehicle**
- 10.1 The Owner will at its own costs provide Maintenance and Repair to the extent:
- 10.1.1 of regular servicing as recommended or specified by the manufacturer or distributor of the Vehicle;
- 10.1.2 associated with fair wear and tear; and/or
- 10.1.3 of a defect or breakdown which in the opinion of the Owner, is not attributable to any neglect, act, omission or failure (to comply with the terms of the Agreement or otherwise) on the part of the Hirer.
- 10.2 Save as otherwise expressly stated in Clause 10.1, the Hirer shall bear and pay any and all costs and expenses associated with the Vehicle and/or its use, including fuel, parking and toll charges, traffic and/or parking fines and penalties as may be imposed under any law, and any non-routine Maintenance and Repair.
- 10.3 All Maintenance and Repair (whether by the Owner or to be borne by the Hirer) shall be carried out at such workshop(s) as may be approved or prescribed by the Owner. The Hirer shall not permit any maintenance and repair work to be carried out in relation to the Vehicle by or at any workshop other than such approved workshop(s). The Hirer shall ensure that the Vehicle is brought to an approved workshop at the periodic intervals specified by the Owner, or otherwise when required by the Owner, for Maintenance and Repair.
- 10.4 If the Unavailability Period for any Maintenance and Repair required to be provided by the Owner under Clause 10.1:
- 10.4.1 exceeds 8 hours but is less than 12 hours, the Rental Fee during the Unavailability Period shall be reduced by an amount equal to the Rental Fee for half a day of rental.
- 10.4.2 is or is more than 12 hours, the Rental Fee during the Unavailability Period shall be reduced by an amount equal to the Rental Fee for the actual number of days (rounded to the nearest half day) comprised in the Unavailability Period.
- 10.5 If the Hirer is entitled to a reduction of any Rental Fee in accordance with Clause 10.4, but has paid to the Owner such Rental Fee without accounting for such reduction, the Owner shall refund to the Hirer without interest the amount of the reduction.
- 10.6 Save as expressly provided in the Agreement, any Maintenance and Repair:
- 10.6.1 shall not affect the continuance of the rental of the Vehicle by the Hirer and shall not in any way suspend, diminish or discharge the liability of the Hirer to pay the Rental Fee during the Rental Period or any other charges under the Agreement; and
- 10.6.2 shall not constitute a basis for any claim by the Hirer for any Loss whatsoever and howsoever suffered or incurred as a consequence (including any loss of income).
- 10.7 24/7 breakdown support in Singapore is available for the Vehicle subject to such conditions as the Owner may specify.
11. **Replacement Vehicle**
- 11.1 The Owner is not obliged to provide any replacement vehicle during any Unavailability Period. However, the Owner may at its sole discretion provide or make available to the Hirer another vehicle of such make or model and for such duration as the Owner may determine ("Replacement Vehicle").
- 11.2 Where a Replacement Vehicle is provided or made available to the Hirer during any Unavailability Period, no reduction of the Rental Fee pursuant to Clause 10.4 shall be granted by the Owner to the Hirer from the date on which the Replacement Vehicle is provided or made available to the Hirer, regardless of whether the Hirer uses or takes possession of the Replacement Vehicle.
- 11.3 The Hirer shall at the Hirer's own costs return the Replacement Vehicle to the Owner immediately:
- 11.3.1 upon the expiry of the duration determined by the Owner for which such Replacement Vehicle is provided or made available to the Hirer;
- 11.3.2 upon the Owner's request; or
- 11.3.3 once the Vehicle is ready for collection by the Hirer, at such address as the Owner may notify the Hirer.
12. **Indemnity**
- 12.1 The Hirer shall indemnify the Owner against and hold the Owner harmless from and against any and all Loss whatsoever (including any loss of revenue, loss of profits, indirect damages or legal costs incurred in defending any claims, actions, suits or proceedings) arising out of, connected with or resulting from:
- 12.1.1 the rental, possession, control, use and operation of the Vehicle by the Hirer or any other person;
- 12.1.2 any breach by the Hirer of any term of the Agreement;
- 12.1.3 without prejudice to Clause 12.1.2, any breach by the Hirer of Clause 6.2.4;
- 12.1.4 any act, omission, representation, statement, fraud or negligence whatsoever on the part of the Hirer;
- 12.1.5 any Loss incurred or suffered by the Owner arising out of or in connection with any loss or damage (including any seizure or confiscation) to the Vehicle (less any proceeds recovered by the Owner under the insurance policy in respect of the Vehicle in relation to such loss or damage); and/or
- 12.1.6 the exercise or attempted exercise by the Owner of any of its rights, powers or remedies relating to the Agreement or enforcement of any of the provisions of the Agreement (including any costs and expenses incurred by or on behalf of the Owner in ascertaining the whereabouts of and repossessing the Vehicle).
13. **Termination of the rental of the Vehicle**
- 13.1 The rental of the Vehicle may be terminated at any time after the expiry of the Minimum Rental Period by either Party giving the other Party not less than 7 days' prior written notice.
- 13.2 Notwithstanding any other provision in the Agreement, the Owner may immediately terminate the rental of the Vehicle at any time after the occurrence of any of the following events by written notice to the Hirer:
- 13.2.1 the Owner, in its sole and absolute discretion, makes an assessment that it is not commercially viable for the Owner to continue with the rental of the Vehicle under the Agreement;
- 13.2.2 the Owner is requested to terminate the rental of the Vehicle by a Finance Party;
- 13.2.3 the Hirer ceases to fulfil any of the Driver Qualifications;
- 13.2.4 the Hirer defaults in payment of any sum (or any part thereof) which is payable to the Owner under the Agreement, and any such sum remains unpaid for more than 3 days after becoming due;
- 13.2.5 the Hirer fails to comply with any term in the Agreement and/or breaches any duty, obligation or responsibility of the Hirer under the Agreement;
- 13.2.6 the Hirer dies or becomes mentally incapacitated;
- 13.2.7 the Hirer becomes bankrupt or makes any general composition with his creditors; or
- 13.2.8 the Hirer does or suffers to be done any act or thing which may prejudice or jeopardise the Owner's property in or right to the Vehicle.
- 13.3 Any Rental Fee paid by the Hirer to the Owner in respect of any period shall not be apportioned notwithstanding that the rental of the Vehicle may be terminated for any reason whatsoever before the last day of such period. The Hirer shall not be entitled to a refund of any portion of any such Rental Fee paid to the Owner.
- 13.4 If the rental of the Vehicle is terminated for any reason (whether by the Owner or by the Hirer) before the expiry of the Minimum Rental Period, the Hirer shall pay the Owner liquidated damages as follows:
- 13.4.1 If the period from the date the rental of the Vehicle is terminated up to the expiry of the Minimum Rental Period ("Outstanding Period") is 8 weeks or less, the liquidated damages shall be a sum equal to the total Rental Fee which would have applied during the Outstanding Period.
- 13.4.2 If the Outstanding Period exceeds 8 weeks, the liquidated damages shall be a sum equal to the aggregate of:
- (i) 8 x Rental Fee; and
- (ii) 80% x "a" x Rental Fee, where "a" is the number of weeks in the Outstanding Period (rounded to the 2 decimal place) minus 8.
- 13.5 For the purposes of Clauses 13.1 and 13.4, in the event that any Unavailability Period occurs during the Minimum Rental Period, the Minimum Rental Period shall be deemed to have been extended by a duration equal to all Unavailability Periods occurring within the Minimum Rental Period.
- 13.6 The termination of the rental of the Vehicle shall not discharge or release the Hirer from the Hirer's obligations and liabilities which had accrued prior to such termination (including the obligation to pay the Owner any and all sums which are expressed to be due or payable to the Owner prior to such termination (including any Rental Fees)), or the Hirer's obligations and liabilities under the Agreement arising out of the termination of the rental of the Vehicle.
14. **Return of Vehicle**
- 14.1 Upon the termination of the rental of the Vehicle pursuant to any of the provisions of the Agreement, the Hirer shall:
- 14.1.1 cease to be in possession of the Vehicle with the consent of the Owner; and
- 14.1.2 immediately return the Vehicle at the Hirer's own costs to such address as the Owner may notify the Hirer.
- 14.2 The Vehicle, together with all tyres, tools, accessories and equipment, must be returned to the Owner promptly and in as good condition and working order as at the Commencement Date (fair wear and tear only excepted) together with a full tank of fuel.
- 14.3 Upon the return of the Vehicle or the repossession of the Vehicle (as the case may be):
- 14.3.1 the Owner shall not be liable for the loss of any property (including any cash, valuable items or articles of importance) which may be left in the Vehicle;
- 14.3.2 the Owner has the right to dispose of any such property left in the Vehicle in such manner as the Owner may deem fit at the Hirer's costs after 3 days from the date on which the Vehicle is returned or repossessed without incurring any liability to the Hirer; and
- 14.3.3 without prejudice to Clauses 14.3.1 and 14.3.2, the Owner may (but is not obliged to) retain possession of any property found in the Vehicle pending settlement in full by the Hirer of any and all sums due to the Owner.
15. **Repossession of the Vehicle**
- 15.1 In the event that the Hirer fails to return the Vehicle to the Owner when the Hirer is required to do so under the terms of the Agreement:

- 15.1.1 the Owner or its agents may immediately without notice retake possession of the Vehicle and may for that purpose enter upon any land or buildings on or in which the Vehicle is or is believed by the Owner or its agents to be located, and the Owner shall not be liable for any loss or damage to any land, building or other property (whether belonging to the Hirer or any other person) thereby caused; and
- 15.1.2 the Hirer shall pay to the Owner on demand an amount equal to the Rental Fee, or such other rate for the rental of the Vehicle as the Owner may in its absolute discretion deem fit, for the number of hours elapsing between the termination of the rental of the Vehicle and the time that the Vehicle is returned to or repossessed by the Owner (as the case may be).
- 15.2 Without prejudice to Clause 15.1.2, in the event that the Owner retakes possession of the Vehicle, the Hirer shall pay to the Owner on demand:
- 15.2.1 if the Vehicle is repossessed in Singapore, a repossession fee in such amount as the Owner may determine; or
- 15.2.2 if the Vehicle is repossessed outside of Singapore, all costs and expenses incurred by the Owner in connection with the demand, tracing and repossession of the Vehicle (including the cost of changing the locks of the Vehicle).
- 16. Data Protection**
- 16.1 The Hirer agrees that the Owner and its service providers and agents may collect, use and/or disclose Personal Data in accordance with the Owner's privacy policy as amended from time to time, available at <https://lioncityrentals.com.sg/privacy-policy/>, and also acknowledges and agrees that:
- 16.1.1 the Owner and its service providers and agents may collect, use and/or disclose, Personal Data relating to the Hirer and any Authorised Driver and telematics data relating to the Vehicle, for the purposes of:
- (i) personnel administration;
 - (ii) billing and payment purposes, including without limitation the administering of payments due between the Hirer and the Owner;
 - (iii) sending the Hirer (and the Authorised Driver, if any) updates on changes and updates in the Owner's policies and information relating to the rental of the Owner's vehicles which the Hirer is entitled to receive;
 - (iv) marketing;
 - (v) safety and insurance;
 - (vi) rendering of goods or services and/or conduct of legitimate business activity related to the rental of the Vehicle by the Hirer and/or related to the financing of the Vehicle by the Owner;
 - (vii) complying with laws, regulations, industry codes and guidelines, that are applicable to the Owner and its subsidiaries, related corporations, associated companies and affiliates;
 - (viii) conducting investigations and proceedings, taking appropriate actions and cooperating with governmental, regulatory or other competent authorities, in any part of the world, in relation to any suspected or proven wrong-doings, unlawful conduct or malpractices;
 - (ix) facilitating business asset transactions such as a merger, acquisition or sale of any part of the whole of the business of the Owner;
 - (x) administering safety and/or incentive programmes;
 - (xi) procuring financing in connection with the Owner's business;
 - (xii) approving, managing, administering or effecting the services agreement between the Owner and its business partners and services providers; and/or
 - (xiii) other purposes reasonably related thereto, (collectively, the "Permitted Purposes");
- 16.1.2 the Owner and its service providers and agents may disclose and/or transfer the Personal Data to any parties where necessary for the Permitted Purposes, including but not limited to:
- (i) advisers, third party service providers, business partners and Finance Parties;
 - (ii) any competent governmental, statutory or regulatory authority and any law enforcement agencies as may be required under applicable law or regulations; and
 - (iii) the Owner's successor-in-title, prospective seller or buyer of the Vehicle or any part or the whole of the business of the Owner;
- 16.1.3 where the Hirer provides the Owner, the Owner's service providers and agents and/or Finance Parties with Personal Data of third parties (including any Authorised Driver), the Hirer warrants to the Owner that:
- (i) he has notified such third party of the purposes for which his Personal Data will be collected, used and disclosed;
 - (ii) he has obtained such third party's prior consent for, and hereby consent on behalf of such third party to, the collection, use and disclosure of his Personal Data by the Owner, the Owner's service providers and agents and/or Finance Parties in accordance with the Owner's privacy policy as referenced in Clause 16.1 and for the Permitted Purposes, in accordance with any applicable laws, regulations and/or guidelines; and
 - (iii) such consents have not been withdrawn;
- 16.1.4 the Hirer will indemnify the Owner, the Owner's service providers and agents and/or Finance Parties in respect of any Loss as a result of breach of the warranty given by the Hirer to the Owner in Clause 16.1.3; and
- 16.1.5 the Hirer shall procure each Authorised Driver's compliance with this Clause 16, in particular that each Authorised Driver consents to the collection, use and/or disclosure of his Personal Data in accordance with the Owner's privacy policy as referenced in Clause 16.1, and for the Permitted Purposes, where he provides such Personal Data directly to the Owner, the Owner's service providers and agents and/or Finance Parties. The Hirer shall be liable to the Owner for the acts, defaults and neglects of any Authorised Driver as if they were acts, defaults or neglects of the Hirer.
- 16.2 In connection with any disclosure and/or transfer to third party service providers, business partners and/or Finance Parties, the Hirer agrees to execute such disclosure consents in favour of such third party service providers, business partners and/or Finance Parties as may be required from time to time.
- 16.3** For the purposes of this Clause 16, capitalised terms which are not otherwise defined in the Agreement shall have the meanings ascribed to them in the Personal Data Protection Act 2012 (No. 26 of 2012).
- 17. Notices**
- 17.1 All agreements, consents, approvals, waivers, notices, demands and other communications to be given by a Party to the other Party under the Agreement shall be in writing to be effective, and shall be in the English language and signed by or on behalf of the Party giving it. All such communications shall be delivered by hand or sent by prepaid registered mail or electronic mail to the Hirer at the physical or electronic mailing address specified under the "Hirer's Particulars" in the Schedule, or to the Owner at 1094 Lower Delta Road, Motorway Building, Singapore 169205 or electronic mailing address at rentals@lioncityrentals.com.sg, or to such other physical or electronic mailing address as each Party may subsequently inform the other.
- 17.2 In addition, the Owner may give any agreement, consent, approval, waiver, notice, demand and/or other communications under the Agreement to the Hirer by text message or voice call to the telephone or mobile number specified under the "Hirer's Particulars" in the Schedule, or to such other telephone or mobile number as the Hirer may subsequently inform the Owner.
- 17.3 Any communication given under Clauses 17.1 and 17.2 shall be deemed to have been validly served:
- 17.3.1 if delivered by hand, when left at the relevant address at the time of delivery;
 - 17.3.2 if sent by prepaid registered mail, at the expiration of two Business Days after the envelope containing the same has been put into the post;
 - 17.3.3 if sent by electronic mail or text message (where applicable), at the time of despatch or sending, if no transmissions failure message is received; or
 - 17.3.4 if given by voice call (where applicable), at the time of the call.
- 17.4 In proving such service, it shall be sufficient to prove that delivery by hand was made, or that the envelope containing such notice or document was properly addressed and posted, or there was receipt of an electronic confirmation or reply that the electronic mail or text message was successfully transmitted.
- 18. Assignment**
- 18.1 The Hirer shall not assign or transfer any of its rights, interests or obligations under the Agreement except with the Owner's prior written consent (which consent may be given subject to any conditions as the Owner considers fit).
- 18.2 The Owner may assign, transfer or otherwise deal with any or all of its rights (including the right to enter onto any premises to recover possession of the Vehicle), title, interest and/or obligations under the Agreement and/or to the Vehicle by giving written notice to the Hirer.
- 19. Security Arrangements**
- 19.1 The Hirer acknowledges and agrees that the Hirer's rights under the Agreement are subject to the terms of any Security and/or the requirements of any Finance Party.
- 19.2 Without prejudice to Clause 19.1, the Owner hereby gives the Hirer notice that under a debenture dated 25 June 2019 (as amended, modified or restated from time to time) to which the Owner is a party, the Owner has assigned absolutely as security in favour of United Overseas Bank Limited (the "Security Agent") all of its rights to and title and interest from time to time in the Agreement including all monies which may be payable in respect of the Agreement. The Owner will remain liable to perform all of its obligations under the Agreement and the Security Agent is under no obligation of any kind whatsoever under the Agreement nor under any liability whatsoever in the event of any failure by the Owner to perform its obligations under the Agreement.
- 19.3 The Owner hereby irrevocably instructs and authorises the Hirer to:
- 19.3.1 disclose to the Security Agent such information regarding the Agreement as the Security Agent may from time to time request;
 - 19.3.2 send copies of the Agreement with this Clause 19 and all notices issued by the Hirer under the Agreement to the Security Agent as the Security Agent may from time to time request;
 - 19.3.3 comply with the terms of any written notice or instruction relating to the Agreement received by the Hirer from the Security Agent; and
 - 19.3.4 make all payments due to the Owner in accordance with Clause 3, unless and until the Security Agent notifies the Hirer that such payments are to be made to the Security Agent or to its order as it may specify in writing from time to time.
- 19.4 The acknowledgement by the Hirer by its countersignature of the Agreement shall be deemed to confirm in favour of the Security Agent that the Hirer:
- 19.4.1 will comply with the instructions above and that such instructions will not be amended, revoked or terminated without the prior written consent of the Security Agent;
 - 19.4.2 has not received notice of any interest (including notice of prior security) of any third party relating to the Agreement;
 - 19.4.3 is not aware of any dispute between the Owner and the Hirer relating to the Agreement;
 - 19.4.4 has neither claimed nor exercised, and waive all future rights to claim or exercise, any security interest, right of set-off, counter-claim or other right now or in the future relating to amounts owed to the Hirer by the Owner;
 - 19.4.5 acknowledges that the Owner will remain liable to perform all of its obligations under the Agreement and the Security Agent is under no obligation of any kind whatsoever under the Agreement nor under any liability whatsoever in the event of any failure by the Owner to perform its obligations under the Agreement; and
 - 19.4.6 confirms that there is no breach or default on the part of the Owner of any of the terms of the Agreement that shall be deemed to have occurred unless the Hirer has given notice of such breach to the Security Agent specifying how to make good such breach.
- 19.5 The Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) shall apply to this Clause 19.
- 20. Remedies and Waiver**
- 20.1 Any liability to the Owner under the Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by the Owner in its sole and absolute discretion without in any way prejudicing or affecting its other rights and remedies against the Hirer.
- 20.2 No failure on the part of the Owner to exercise, and no delay on its part in exercising, any right or remedy under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in the Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 20.3 Any provision or breach of any term of the Agreement may be waived only if the Owner so agrees in writing. Any waiver or consent given by the Owner in relation to any provision of the Agreement must also be in writing. Any such waiver or consent may be given at the Owner's discretion, subject to any conditions thought fit by the Owner and shall be effective only in the instance and for the purpose for which it is given.
- 21. Time of Essence**
- 21.1 Any date, time or period mentioned in any provision of the Agreement may be extended by mutual agreement between the Parties but as regards any time, date or period originally fixed and not extended, or any time, date or period so extended as aforesaid, time shall be of the essence.

22. **Rights of Third Parties**
22.1 Save as otherwise provided in the Agreement, a person who or which is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of the Agreement.
23. **Entire Agreement**
23.1 The Agreement supersedes and cancels all previous agreements, warranties and undertakings whether oral or written, express or implied, given or made by or between the Parties, and constitutes the entire agreement between the Parties with respect to the matters set out in the Agreement.
- 23.2 The Hirer has entered into the Agreement on its own judgement and not in reliance upon any representations, warranties or statements made or purported to be made by the Owner (other than expressly set out in the Agreement). Nothing in this Clause 23 shall however operate to limit or exclude liability for fraud.
24. **Severance**
24.1 If any provision of the Agreement or part thereof is rendered void, illegal or unenforceable by any applicable laws to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of the Agreement.
- 24.2 The invalidity, illegality or unenforceability of any provision in the Agreement under the laws of any one jurisdiction shall not in itself affect the validity, legality and enforceability of such provisions under the laws of any other jurisdiction.
25. **Amendments**
25.1 The Owner may in its sole discretion amend or revise any term of the Agreement at any time by giving the Hirer at least seven days' prior written notice of such amendment or revision. Any amendment or revision so given shall be binding on the Hirer as from the date specified in such written notice.
26. **Governing Law and Jurisdiction**
26.1 The Agreement shall be governed by, and construed in accordance with, the laws of Singapore. The Parties hereby submit to the exclusive jurisdiction of the courts of Singapore with respect to any and all matters and disputes relating to or arising out of the Agreement.
27. **Definitions and Interpretation**
27.1 In this Vehicle Rental Agreement, the following expressions shall have the following meanings, unless the context otherwise requires:
- 27.1.1 "Actual Rental Period" means the number of complete weeks elapsed in the period from the Commencement Date to the date on which the rental of the Vehicle is terminated in accordance with the Agreement.
- 27.1.2 "Agreement" means the agreement between the Owner and the Hirer with respect to the rental of the Vehicle by the Owner to the Hirer on the terms and conditions set out in this Vehicle Rental Agreement and the Schedule.
- 27.1.3 "Authorised Driver" means a person who fulfils all of the Driver Qualifications and who has a subsisting approval of the Owner under Clause 5.2 to use the Vehicle.
- 27.1.4 "Business Day" means any day which is not a Saturday, Sunday or public holiday in Singapore.
- 27.1.5 "CDW Fee" means the collision damage waiver fee payable by the Hirer to the Owner in the amount specified as the "CDW Fee" in the Schedule.
- 27.1.6 "Commencement Date" means the date specified as the "Commencement Date" in the Schedule or such other date as the Owner may notify the Hirer in writing.
- 27.1.7 "Deposit Amount" means the amount specified as the "Deposit Amount" in the Schedule.
- 27.1.8 "Driver Qualifications" shall have the meaning ascribed to it in Clause 6.5.
- 27.1.9 "Finance Parties" means financial institutions or other providers of finance or their security agents providing any banking or financing facilities to the Owner, and "Finance Party" means any of them.
- 27.1.10 "GST" means any tax levied pursuant to the Goods and Services Tax Act (Chapter 117A).
- 27.1.11 "Hirer" means the person whose particulars are specified as the "Hirer's Particulars" in the Schedule.
- 27.1.12 "Insurance Excess" means any and all liability of, or amounts payable by, the Owner under the insurance policy relating to the Vehicle on the occurrence of any accident or loss of or damage to the Vehicle.
- 27.1.13 "Loss" means any loss, damage, cost, expense, claim, demand, action, proceeding and/or other liabilities of any kind, however arising.
- 27.1.14 "Maintenance and Repair" means servicing, maintenance and/or repair of the Vehicle.
- 27.1.15 "Minimum Rental Period" means the duration specified as the "Minimum Rental Period" in the Schedule.
- 27.1.16 "Outstanding Period" shall have the meaning ascribed to it in Clause 13.4.1.
- 27.1.17 "Owner" means Lion City Rentals Pte. Ltd. (Company Registration No. 201504621K), a company incorporated in Singapore with its registered office at 1094 Lower Delta Road, Motorway Building, Singapore 169205.
- 27.1.18 "Parties" mean the Owner and the Hirer, and a reference to a "Party" means a reference to either of them.
- 27.1.19 "Permitted Purposes" shall have the meaning ascribed to it in Clause 16.1.1.
- 27.1.20 "Rental Fee" means the fee payable by the Hirer to the Owner for the rental of the Vehicle for a week, and shall be the amount specified in the Schedule as the "Base Rental Fee" (or if the Schedule specifies a "Promo Rental Fee", then such amount for the duration of the Minimum Rental Period followed by the amount of the "Base Rental Fee" after the expiry of the Minimum Rental Period).
- 27.1.21 "Rental Period" means the duration commencing on the Commencement Date and continuing until the date on which the rental of the Vehicle is terminated in accordance with the Agreement.
- 27.1.22 "Replacement Vehicle" shall have the meaning ascribed to it in Clause 11.1.
- 27.1.23 "Schedule" means the "Schedule of the Vehicle Rental Agreement" to which this Vehicle Rental Agreement is attached.
- 27.1.24 "Security" means any mortgage, charge, lien or other security interest granted or which may be granted in favour of any Finance Party over the Vehicle and/or any of the Owner's rights, title, interests, benefits and/or obligations under the Agreement.
- 27.1.25 "Security Agent" shall have the meaning ascribed to it in Clause 19.2.
- 27.1.26 "Singapore Dollars" and "S\$" mean the lawful currency of the Republic of Singapore.
- 27.1.27 "Unavailability Period" means the period during which the Hirer is unable to use the Vehicle as a result of Maintenance and Repair, as from the time the Vehicle is brought to a workshop for the purposes of Maintenance and Repair up to the time the Hirer is notified that the Vehicle is ready for collection.
- 27.1.28 "Vehicle" means the vehicle described under the "Vehicle Description" in the Schedule (and shall include any Replacement Vehicle).
- 27.1.29 "Vehicle Damage/Loss Fee" means the fee(s) payable by the Hirer to the Owner in the amount(s) specified as the "Vehicle Damage/Loss Fee" in the Appendix, or such other amount(s) as the Owner may notify the Hirer.
- 27.2 In the Agreement, a reference to:
27.2.1 the "Agreement" includes all amendments, additions and variations thereto agreed in writing between the Parties; and
27.2.2 a party shall include such party's successors and permitted assigns.
- 27.3 Any references to "Clause" are references to the clauses of this Vehicle Rental Agreement.
- 27.4 If the date on which any sum or obligation which is required to be paid or performed by the Hirer is not a Business Day, the Hirer shall pay such sum or perform such obligation on the Business Day immediately succeeding such date

APPENDIX

LIST OF FEES AND CHARGES UNDER THE AGREEMENT

LIST OF FEES AND CHARGES			
No.	Fee / Charge	Amount(s)	Event
1	Mileage Excess Charge	S\$0.20 / km	If the average daily mileage in any week exceeds 400 kilometres, the Hirer shall pay this charge for every kilometre exceeding 400 kilometres multiplied by the number of days in the week.
2	Offsite Service Charge	S\$60-S\$120	Punctured tyres, empty petrol tanks and/or misplaced vehicle keys do not constitute a breakdown. In the event that the Owner is required to attend to such cases, the Hirer will bear the cost of Offsite Service Charge.
3	Administrative Charges for settlement/payment of traffic and/or parking fines and penalties	S\$30	The Hirer shall pay this charge to the Owner for each occasion that the Owner is required to make payment of any traffic and/or parking fines and penalties (as may be imposed under any law) arising from the rental, possession, control, use and/or operation of the Vehicle by the Hirer or any other person.
4	Vehicle Damage/Loss Fee	S\$2,200, provided that if the user of the Vehicle is below 23 years of age, an additional sum of [S\$2,500] shall be payable	This fee(s) shall be payable by the Hirer in accordance with Clause 9.2.
5	Petrol Fees	S\$30 per quarter tank	Payable if the Vehicle is not returned with a full tank of petrol.
6	Repossession Fee	S\$500	This fee shall be payable by the Hirer in accordance with Clause 15.2.