

TERMS AND CONDITIONS OF HIRE

AN AGREEMENT made between DOWNTOWN TRAVEL SERVICES PTE LTD having its registered office at 911, Bukit Timah Road, Singapore 589622 (hereinafter called the "Owner" which expression shall where the context so admits include the Owner's assignees and successors in title) of the one part and the Hirer named in the Schedule hereto (hereinafter called the "Hirer" which expression shall where the context so admits include the Hirer's permitted assigns) of the other part.

WHEREBY IT IS AGREED as follows:

AGREEMENT FOR HIRE

- The Owner will let and the Hirer will take on hire upon the following terms and conditions the motor vehicle described in the Schedule hereto (hereinafter called the "Vehicle") and the Hirer shall be a mere bailee of the Vehicle and no interest in it shall pass to the Hirer. The Vehicle shall at all times 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.
- 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 under clause 40 or clause 41 in which event the hiring shall terminate at the respective times specified in the said clauses.
- The Owner will use all reasonable endeavours 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

- The hire charge (the "Hire Charge") is 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 "Outstandings") shall remain unpaid for more than seven (7) days after becoming due, owing or payable.
- Without prejudice to clause 4.1, in the event the Hirer fails, neglects or refuses to pay all or any part of the Outstandings for any reasons whatsoever:
 - The Hirer shall pay to the Owner interest calculated at the rate of 1% per cent (1%) on the amount of the Outstandings from the date the Outstandings became payable to the date the Owner is in actual receipt of the payment of the Outstandings, irrespective of whether the date of payment is before or after any judgement or award in respect of the same; and
 - The Owner shall not be required to take out all or any of the insurances set out in clause 22 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 22 for the period commencing on the date of the Outstandings and ending on the date the Owner is in actual receipt of the payment of the Outstandings, both dates inclusive.
- If the Hirer shall fail to return the Vehicle at the expiration of the Hire Period then, without prejudice to the other rights of the Owner and clause 4.2(b), the Hirer shall pay to the Owner for every day elapsing between the expiration of the Hire Period and the time the Vehicle is returned to the Owner the sum specified as the additional daily charge in the Schedule.
- 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 reimburse the Owner for all costs, charges and expenses incurred in the exercise of its rights on the basis of a full indemnity.
- Nothing contained in this clause 5 shall confer upon the Hirer any right to the continued use or possession of the Vehicle.

DEPOSIT

- The Hirer shall also pay in cash prior to the commencement of the Hire Period the deposit (the "Deposit") specified in the Schedule. 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 and every accident under the provisions of clause 25 hereof;
 - The amount of any loss or damage for which the Hirer is responsible under the provisions of clause 21, clause 29 and clause 30 hereof;
 - Any additional charges or payments or default interest payable under clause 4 hereof or any other provisions contained in this Agreement.
- The Owner shall be entitled to retain the Deposit for a period of up to two (2) months from the end of the expiration of the Hire Period to determine if any of the circumstances giving rise to clause 6(a) to (c) have arisen. The Deposit or any part thereof to be refunded to the Hirer after taking into consideration clause 6(a) to (c) shall be interest free.

CARE USE AND CUSTODY OF VEHICLE

- 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 tyre.
- 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 tyre, fair wear and tear excepted; and
 - 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 9(a) has not been complied, 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.
- The Vehicle shall at all times be driven properly and safely by the Hirer or by the person or persons who have been expressly designated and authorised in the Schedule hereto (the "Named Drivers").

11. The Hirer confirms that he and the Named Drivers:

- Are between twenty-five (25) and sixty-two (62) years of age;
 - Hold a valid driving licence recognised under Singapore law;
 - Have not less than two (2) years satisfactory driving experience;
 - Do not suffer from any physical infirmity or uncorrected defective vision or hearing;
 - Have been informed that the Vehicle has been insured for Singapore use only and as such cannot be driven into Malaysia or any place outside Singapore without the prior written consent of the Owner;
 - Have been 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 one (1) working day 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 due payment will entitle the Owner to make the necessary claims through legal means;
 - Shall not make and shall not authorise the making of any alteration, additional modifications or changes whatsoever to the Vehicle without the Owner's prior written consent.
- The Hirer shall at all times drive, and shall ensure and procure that the Named Drivers shall at all times drive, the Vehicle in a careful and skilful manner and in accordance with all legal requirements and shall at all times comply with the terms of the Owner's standard policy of insurance which is available for inspection at the Owner's offices. The Hirer shall not use the Vehicle for racing or speed trials or rallies or any competitive events or towing or for any purpose other than domestic and social purposes and shall not carry goods or passengers in the Vehicle for hire or reward. Not more than four (4) passengers shall be carried in the Vehicle.
 - The Hirer shall not take the Vehicle outside Singapore, including without limitation, Malaysia, without the prior written consent of the Owner, which consent shall be on such terms and conditions which the Owner may stipulate from time to time, which conditions may include without limitation:
 - The imposition of a surcharge;
 - That the Owner shall not be required or obliged under any circumstances whatsoever, to provide the Hirer with a replacement vehicle; and
 - That the Owner shall not be liable or responsible in any manner whatsoever for any damages, liabilities, costs, charges or expenses incurred or suffered by the Hirer in driving the Vehicle to, in and from Malaysia or such other countries.
 - The Hirer shall keep the Vehicle at all times 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.
 - 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 or the Named Drivers.
 - In the event the Hirer modifies or alters the Vehicle or authorises the repair of the Vehicle by any third party not approved by the Owner, the Hirer shall reimburse the Owner on the basis of a full indemnity for all its costs, charges and expenses incurred for reinstating the Vehicle to its original condition.
 - 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.
 - The Hirer shall permit the Owner or its authorised representatives 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.
 - The Hirer shall immediately notify the Owner of any change in the Hirer's address and particulars and upon the request of the Owner, promptly inform the Owner of the whereabouts of the Vehicle.
 - Without prejudice to clause 31, 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.
 - Upon receipt of a notice by the Owner that the disc in respect of the payment of the road tax for the Vehicle is available for collection, the Hirer shall promptly collect the same from the Owner. The Owner shall not be liable to the Hirer in any manner whatsoever as a result of the Hirer's non-collection or delay in collection of the said disc.

INSURANCE

- 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
 - loss or theft of the Vehicle.
- The Hirer acknowledges that the insurance policy effected by the 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.
- The Hirer shall immediately notify the Owner of any accident involving the Vehicle and also 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. The Hirer shall upon reporting the accident to the police or other proper authority, immediately submit a copy of the report to the Owner. If the report submitted by the Hirer to the Owner is not in form and content satisfactory to the Owner for any reasons whatsoever, the Hirer shall make a further report to the police or other proper authority, which report must contain all matters required and directed by the Owner in its sole and absolute discretion, and then submit a copy of the same to the Owner. If the Hirer fails, refuses or neglects to submit to the Owner the report which is in form and content satisfactory to the Owner for any reasons whatsoever, the Hirer shall be liable and responsible for all costs incurred with respect to the repair of the Vehicle. The Hirer shall supply such information, drawings and assistance in connection with the accident as the Owner or its insurers may from time to time and at any time require. The Hirer shall not without the prior consent of the Owner give instructions for any repair to the Vehicle for the replacement of any parts thereof rendered necessary by the accident.
- The Hirer shall be responsible and liable for payment of the Excess to the Owner for each and every accident, unless otherwise as stated in clause 29.
- The Excess payable by the Hirer is subject to such changes which 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.
- Further, the Hirer shall indemnify the Owner against all loss or damage incurred or suffered by the Owner (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.
- The Hirer agrees that the Owner may in its sole and absolute discretion conduct any negotiations and effect any settlement with regard to any accident involving the Vehicle and the Hirer agrees to abide fully by any such settlements.
- 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 on the basis of a full indemnity and shall further indemnify the Owner against all actions, proceedings, liability, claims, damages, costs and expense arising out of the said accident.
- The Hirer acknowledges that the Collision Damage Waiver ("CDW") stated in the Schedule is in respect of a damage to the Vehicle so that in the event the Vehicle suffers more than one damage, the amount of CDW payable by the Hirer to the Owner shall increase proportionately.

INDEMNITY

- 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 Owner against all actions, proceedings, liability, claims, damages, costs and expenses as a result of the same.

EXCLUSION OF LIABILITY

- The Owner shall not under any circumstances be liable to make any payment to the Hirer in respect of or to indemnify the Hirer against all loss, injury or damage sustained, incurred or suffered by 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 and in taking delivery of the Vehicle the Hirer shall be deemed to have satisfied himself that it is in all respects roadworthy and in a proper and safe condition.
- 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.

CHANGE OF VEHICLE

- If for any reason 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 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.
- 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 the damages, in which event, the Owner shall provide the Hirer with a replacement Vehicle of similar seating capacity PROVIDED ALWAYS that the damage to the Vehicle was not caused by the deliberate act, omission or negligence of the Hirer, the Named Drivers, their servants and/or agents and there has been no contravention of the terms and conditions of this Agreement and/or any statute or regulation. The Hirer confirms that the replacement vehicle shall be subject to the same terms and conditions contained in this Agreement.

GENERALLY

- In this Agreement "the Vehicle" includes all replacements and renewals thereof and all additions and accessories thereto whether made before or after the date of this Agreement and references to a "month" shall be to a calendar month.
- The rights of the Owner 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 in enforcing any of the terms and conditions of this Agreement shall prejudice or affect the rights and powers of the Owner hereunder nor shall any waiver of any breach operate as a waiver of any subsequent or continuing breach.
- The Owner may from time to time modify, vary, change or alter the terms and conditions of this Agreement provided that it shall use its reasonable endeavours to inform the Hirer of the modifications, variations, changes or alterations and the Hirer shall be bound by such modifications, variations, changes or alterations.
- If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 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 authorises the Owner by its servants and/or agents to enter without prior notice into any premises in which the Vehicle may for the time being be kept and to take possession of the Vehicle without being liable to any action or proceeding at the suit of the Hirer or any person claiming under or through him. In such an event, the repossession by the Owner of the Vehicle shall constitute a termination of the hiring. The exercise of the right of repossession 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.
- The Owner shall have the right to terminate at its sole and absolute discretion this Agreement at any time after the commencement of the Hire Period by giving not less than twenty-four (24) hours notice in writing to the Hirer. Upon receipt of the termination notice, the Hirer shall return the Vehicle to the Owner at the time and date specified in the notice. The Owner shall not be obliged to inform the Hirer as to the reason for such termination. Termination of this Agreement shall not affect any accrued rights of the Owner or liabilities of the Hirer as at such termination.
- This Agreement or any part thereof shall not be assigned or transferred by the Hirer without the prior written consent of the Owner. The Hirer agrees that the Owner 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.
- The Hirer agrees that in the event of any legal action by the Owner 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 legal costs on a full indemnity basis.
- This Agreement shall not come into force until it has been signed on behalf of the Owner by one of its officers duly authorised for that purpose and unless and until the Deposit has been paid by the Hirer.
- This Agreement supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof and reflects their entire agreement.
- This Agreement is governed by and shall be construed in accordance with the laws of the Republic of Singapore and the parties hereto irrevocably submit to the jurisdiction of the Courts of the Republic of Singapore.
- The Hirer is to adhere to the regular servicing schedule in order for the manufacturer's warranty to be valid and to avoid any unnecessary wear and tear. If the Hirer fails to comply to the regular servicing schedule, the Hirer shall bear the cost of repairs.