

# AVIS Terms & Conditions

## 1. Rental Period

The conditions of this Agreement apply to any vehicles, including replacement vehicles, rented from Avis. Renter hereby acknowledges receipt of the vehicle in good order and condition and shall rent the vehicle for the rental period shown in this Agreement. Avis may agree to extend this rental period but the rental period may not normally exceed 30 days. If Renter does not return vehicle back on time Renter is breaking the conditions of this Agreement. Avis will charge Renter for every day and/or part-day Renter has the vehicle after Renter should have returned it to Avis. Avis will charge Renter at the contracted rate until the vehicle is returned back to Avis.

## 2. Renter's responsibilities

- a) Renter must look after the vehicle and keys. Renter must always lock the vehicle when Renter is not using the vehicle and Renter will incur a charge of such amount as Avis notifies from time to time for lost keys. Renter must use any security device fitted to or supplied with the vehicle. Renter must make sure that he uses the correct fuel.
- b) Renter is responsible for any damage to the roof or upper part of the vehicle caused by hitting low objects, such as bridges, branches or other obstacles. This applies irrespective of whether or not Renter has opted for collision damage waiver (CDW) in accordance with Clause 6.
- c) Renter must not sell, rent or dispose of the vehicle or any of its parts. Renter must not give anyone any legal rights over the vehicle.
- d) Renter must not let anyone work on the vehicle without Avis' written permission.
- e) Renter must let Avis know as soon as Renter becomes aware of a defect in the vehicle.
- f) Where Avis has agreed to deliver the vehicle to the Renter, Renter's liability for damage and theft shall begin on the delivery of the vehicle.
- g) Renter must return the vehicle to the agreed vehicle return location, during the regular business hours displayed at the return location. One of Avis' staff must inspect the vehicle to check for any damages and that the vehicle is in good condition. Where Avis has agreed that Renter may return the vehicle outside regular business hours, or where Renter has requested collection of the vehicle, Renter's liability for damage, theft, parking violations and charges shall extend to the earlier of midday shift of the first working day following the requested collection time or time outside regular business hours when the vehicle is returned (working day is defined as Monday to Friday 8am to 6pm), or the time of re-inspection of the vehicle by a member of the Avis staff.
- h) Damages to the vehicle include glass and tyre damages.
- i) Renter will have to pay for repairs if the vehicle needs more than Avis' standard valeting (cleaning), or if the vehicle has been damaged either on its inside or outside (whether or not it is the Renter's fault).
- j) Renter must check before Renter returns back the vehicle that Renter has not left any personal belongings in the vehicle and Avis shall not be liable for any belongings that may have been left behind.

## 3. Avis' responsibilities

Avis has maintained the vehicle to at least the manufacturer's recommended standard. Avis undertakes that the vehicle is roadworthy and suitable for renting at the start of the rental period. Avis will identify and agree any existing damages with Renter on the Rental Vehicle Condition Report.

## 4. Conditions for using the vehicle

The vehicle must only be driven by the person(s) named overleaf, or by anyone Avis authorizes in writing. Anyone driving the vehicle must have held a full current driving license in accordance with Avis current rental policy at time of rental and must meet Avis' minimum and/or maximum driver's age requirements. Renter or any authorized driver must not:

- a) Use the vehicle for hire or reward.
- b) Use the vehicle for any illegal purpose.
- c) Use the vehicle off-road, or for racing, pace-making, testing the vehicle's reliability and speed or teaching someone to drive.
- d) Use the vehicle under the influence of alcohol and drugs.
- e) Carry a number of passengers and/or baggage that would cause the vehicle to be overloaded.
- f) Drive the vehicle outside Singapore unless Avis has given Renter written permission.
- g) Make any claim or damages for the delay through breakdown or accident as a result of mechanical failure of the vehicle.

## 5. Charges

Renter will pay for the following charges:

- a) The rental charge, any applicable electronic road pricing charges, the standard daily contribution to the road fund license and any of the optional charges at the rates shown overleaf.
- b) Any charge for loss or damages resulting from non-compliance with Clause 2.
- c) All fuel consumed during the period of hire and a refueling service charge will be levied if Renter has used, and not replaced, more fuel than Avis supplied originally (unless at the time of signature of this Agreement a sum has been entered overleaf, in which event Renter has opted to pay that sum for a full tank of fuel, it being understood that no credit will be granted for any unused fuel at the termination of the rental). The refueling charge is at the rates published at the rental location.
- d) On demand, all fines and court costs for parking, traffic or other offences (including any costs which arise if the vehicle is clamped). Renter must pay the appropriate authority any fines and costs. If Renter does not, Renter will be responsible to pay Avis' reasonable administration charges, which arise when Avis deals with these matters.
- e) On demand, the full cost of repairing or replacing the vehicle if it is damaged or stolen (even if it is not Renter's fault). Renter may not have to pay the whole of the cost of repairing or replacing the vehicle if Renter has accepted the Avis' risk protection programme as shown overleaf (subject to Clause 6).
- f) On demand, a loss of income charge, Avis will charge Renter at the contracted rate if it cannot rent out the vehicle because: it needs to be repaired, or is a write-off and Avis is waiting to receive full payment of the vehicle's value. Avis will never charge Renter for more than 30 days' loss of income. Renter shall also be liable to a charge for any diminution in value of the vehicle as a result of damage to the vehicle during the rental period.
- g) On demand, any charges made by Customs and Excise or any other authority as a result of seizure of the vehicle by them with a loss of income charge, as provided under Clause 5 f) above whilst the vehicle is unavailable for rental.
- h) Any published rates for delivering and collecting the vehicle.
- i) Interest which Avis will add every day to any amount Renter does not pay Avis on time, at the rate of 5% a year above the base lending rate.
- j) On demand, Avis' costs, including reasonable legal fees were permitted by law, incurred in collecting payments due from Renter hereunder.
- k) Goods and Services tax and all other taxes and levies on any of the charges listed above, as appropriate.
- l) Renter is responsible for all charges, even if Renter has someone else to be responsible for them. If it is Renter's intention to pay by credit card or charge card then Renter's signature overleaf shall constitute authority for Avis to compute and debit the final total charges against Renter's account with his specified card issuing organization, including charges due as a result of theft of, or damage to, the vehicle and any fines and costs for parking and traffic offences as described in Clause 5 d).
- m) Where Renter elects that any charges under this Agreement are billed in a currency other than Singapore dollars (or payment is tendered in another currency), the rate of exchange used for any currency conversion shall be determined by Avis in accordance with its standard practice, including Avis' standard handling charge.

## 6. Risk operation

The rental charges under this Agreement include motor vehicles third party risks insurance. This provides unlimited cover for claims made if Renter injures or kills anybody, and at least statutory cover for damage to third party property.

Avis will provide collision damage waiver (CDW), theft protection (TP) and windscreen damage waiver (WDW) if Renter has indicated acceptance by ticking the appropriate boxes overleaf. If Renter accepts these Renter still has to pay the applicable insurance excesses as shown overleaf every time the vehicle is damaged or stolen (even if it is not the Renter's fault). The benefit of the collision damage waiver (CDW), theft protection (TP) and/or windscreen damage waiver (WDW) may not apply in circumstances where Renter has used the vehicle in an abusive manner and/or is in breach with Clause 4.

Renter can get details of Avis' risk protection programme (including the main exclusions) from the office he rented the vehicle from.

Should Renter purchase personal accident insurance (PAI) as indicated overleaf renter shall obtain cover under the terms of the insurance policy supplied by Avis' insurers and arranged by Avis. Renter is bound by and agrees to the terms and conditions of the insurance policy, which is available on request.

## 7. Counter products

- a) Renter acknowledges that the Avis Satellite Navigation unit utilizes global positioning satellites and operates only within Singapore and Malaysia (selected locations) and may be limited by atmospheric or topographical conditions.
- b) Renter agrees to release and hold Avis harmless for any and all DVD/VCD failures.
- c) Renter is responsible for all costs in the event of damage and/or theft to the rented Avis Satellite Navigation unit, Avis DVD/VCD unit, Avis Mobile Internet unit, Avis Baby/Child Safety seat and all additional components supplied.
- d) Renter acknowledges that the Avis Satellite Navigation unit may be rendered inoperative if tampered with or destroyed and/or damaged in an accident or if the global positioning satellite system (GPS) is obstructed and/or inoperative.
- e) Renter acknowledges that the Avis DVD/VCD unit and Avis Mobile Internet unit may be rendered inoperative if tampered with or destroyed and/or damaged in an accident.
- f) Renter agrees to release Avis from any system liability, stability issues and data error.
- g) The following costs will apply in case of:
  1. Missing/damaged Avis Satellite Navigation unit: S\$ 400.00
  2. Missing/damaged map/data card: S\$ 200.00
  3. Missing/damaged Avis DVD/VCD unit: S\$ 500.00
  4. Missing/damaged Avis Mobile unit or SIM card: S\$ 300.00
  5. Missing/damaged of any additional component: S\$ 50.00
  6. Missing/damaged Avis Baby/Child Safety seat: S\$ 300.00

## 8. Renter's own insurance

Renter may with Avis' prior written full agreement, arrange his own insurance for the full duration of the rental and is then liable for the full cost of repairing and replacing the vehicle if it is damaged or stolen (even if it is not the Renter's fault). Avis has to agree to the amount of cover Renter arranges, the type of policy and the insurer Renter has chosen. Avis may ask Renter's insurers to record Avis' name as owners of the vehicle and loss payee. If the vehicle is damaged or stolen Renter will let Avis negotiate with the insurers about whether the vehicle can be repaired or what compensation is due to Avis. Renter is financially responsible to settle any costs if the policy Renter has arranged fails and the vehicle is damaged, lost or stolen or claims are made by any other party.

## 9. What to do in case of accident or theft

If Renter has an accident he must not admit responsibility. The Renter should get the names and addresses of everyone involved, including witnesses. Renter should also make the vehicle secure; tell the police immediately if anyone is injured or there is disagreement as to the facts; and call Avis' nearest office straight away. Renter must then fill in Avis' Incident Report Form (which must also be filled in if the vehicle is stolen) and sent it to the address overleaf within 24 hours. Renter shall remain liable irrespective of whether Renter has completed this form.

## 10. Information

Avis will maintain the personal information on the form overleaf as part of Avis' records to assist it to maintain and improve its administration and management of its car rental business. As Avis is part of an international group operating the AVIS RENT-A-CAR SYSTEM, Avis will from time to time share with other companies within this group, which may be located both within Europe and outside, information relating to its car rental service operations (which may include personal information provided overleaf). Renter is welcome to see the information held about him at any time and to make any necessary amendments to keep the information up to date. In order, to further enhance its car rental services and promote Renter's custom for other Avis group companies. Avis may also add details of Renter's name and address to Avis' marketing database so that Avis may from time to time notify Renter of new services and offers of Avis group. Avis may share this information with its group companies and business partners and Avis may from time to time notify Renter of the services and offers of both the Avis group companies and business partners.

## 11. Ending the rental

- a) If Renter is a consumer Avis shall be entitled to terminate this Agreement with immediate effect and the Renter will be required to return the vehicle straight away if (a) bankruptcy order has been made against him; (b) Avis finds out that Renter's goods have been taken away from him to pay off his debts; (c) a receiving order is made against him; or (d) if Renter does not meet any of the conditions of this Agreement.
- b) If Renter is a company, Avis shall be entitled to terminate this Agreement with immediate effect and the Renter will be required to return the vehicle straight away if (a) Renter goes into liquidation; (b) Renter calls a meeting of creditors; (c) Avis finds out that Renter's goods have been taken away from him until it pays off its debts; or (d) Renter does not meet any of the conditions of this Agreement.
- c) If Avis terminates this Agreement, it will not affect Avis' right to receive any money it is owed under the conditions of this Agreement or to enforce any of its rights under this Agreement. Avis can also claim extra costs from Renter if Renter does not meet any of the conditions of this Agreement. Avis can repossess the vehicle and charge the Renter if Avis does this.

## 12. Governing law

This Agreement is governed by the laws of Singapore. Any dispute may be submitted to the non-exclusive jurisdiction of the Singapore courts. If any provision of this Agreement is or becomes invalid or unenforceable the remaining provisions shall not be affected.