

# TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT

EFFECTIVE 01 NOVEMBER 2023

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## CONTACT DETAILS

### Reservations

Reservations.SG@abg.com  
1800 737 1668

### Roadside Assistance

Fleet.SG@abg.com  
+65 9487 1051

### Customer Service

Customerservice.SG@abg.com

### Claims

Fleet.SG@abg.com

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## 1. INTERPRETING YOUR RENTAL AGREEMENT

The Rental Agreement between Avis and You (**Rental Agreement**) is made on the date shown on the Rental Document in respect of the Vehicle and is made up of that Rental Document and these Terms and Conditions.

By entering into the Rental Agreement, you also agree to be bound by the Terms and Conditions set out in:

- a) Privacy Collection Statement (**Annexure A**)
- b) Fees Schedule (**Annexure B**)
- c) Electric Vehicle Terms and Conditions (**Annexure C**)
- d) Where you can and cannot drive the Vehicle (**Annexure D**)

Fees and charges that Avis is entitled to charge without further consent from You other than signing the Rental Agreement are set out in the Pricing Schedule at Annexure B. Additional fees and charges for optional services or Accessories will be explained to You at the time they are offered to You or are disclosed in the Rental Agreement. If You have pre-paid Your Vehicle booking, You have also agreed to the Pre-Pay Terms and Conditions. To the extent of any inconsistency between this Rental Agreement and the Pre-Pay Terms and Conditions, the Pre-Pay Terms and Conditions prevail.

### In these Terms and Conditions:

**'Accessory'** means any equipment set out in the Rental Document, including but not limited to as applicable any Global Positioning System receiver or similar device, dash cam or any child restraint, child booster seat or similar equipment;

**'Account'** means the debit card, credit card or Avis charge account to which Rental Charges are to be debited;

**'Additional Driver Fee'** means the fee payable by You to Avis for the addition of an Authorised Driver aside from You;

**'Authorised Driver' subject to Clause 2,** means You and any additional driver who is:

- Your spouse or de facto partner;
- Your employer, employee, fellow employee or partner if it is disclosed by You to Avis that the Vehicle is rented for business purposes; or
- Added to Your rental as an additional driver;

**'Avis'** means National Car Rentals (Private) Limited (UEN: 196100157E), a company incorporated in Singapore with its registered office at 390A Havelock Road, #01-07 Waterfront Plaza, Singapore 169664, trading as 'Avis Singapore'.

**'Collection Costs'** means Avis reasonable costs of collecting unpaid Rental Charges from You;

**'Country'** means Singapore and Malaysia, but excludes the list of locations set out in Table B of Annexure D

**'Excess Amount'** means the amount shown as 'Excess Amount' on the Rental Document;

**'Excess Reduction'** means the product called 'Excess Reduction' that You may purchase before Your rental commences to reduce any Excess Amount payable;

**'Festive Period'** means any week (including the preceding and following weekends) in a calendar year in which a Public Holiday falls;

**'GST'** means any tax levied pursuant to the Goods and Services Tax Act 1993 (National Car Rentals (Private) Limited GST: M200035712);

**'Late Return Charge'** means a single charge payable by You if You do not return the vehicle on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with Avis under clause 6.4(a);

**'Loss Damage Waiver'** means the loss damage waiver described on the Rental Document as LDW which reduces Your financial responsibility for loss or damage to the Vehicle to the Excess Amount;

**'Manufacturer's Specifications'** means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual located within the Vehicle;

**'Overhead Damage'** means damage (excluding hail damage) to the Vehicle during the Rental Period above the top of the front and back windscreens, damage to the box section of a commercial vehicle above the front windscreen or damage to third party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;

**'Party' or 'Parties'** means either Avis and/or You, as the case may be;

**'Peak Periods'** means any week (including the preceding and following weekends) in a calendar year in which a Public Holiday falls;

**'Public Holiday'** means any public holiday as determined by the Ministry of Manpower, Singapore, including, but not limited to, Chinese New Year, Hari Raya Puasa, Hari Raya Haji, Deepavali and Christmas;

**'Personal Data'** shall have the meaning as ascribed to it in the Personal Data Protection Act 2012 of Singapore;

**'Pre-Pay Terms and Conditions'** means the terms and conditions relating to when You choose to pre-pay at time of reservation with Avis;

**'Refuelling Service Fee'** means the cost of fuel per litre plus Avis Singapore's reasonable costs associated with arranging to fill the Vehicle with fuel. For cost per litre of fuel rate, please refer to Annexure B;

**'Rental Charges'** means the fees, costs, amounts and charges specified on the Rental Document and Pricing Schedule or payable under this Rental Agreement;

**'Rental Document'** means a legally binding contract made between Avis and You or the person hiring the Vehicle and any Authorised Driver;

**'Rental Period'** means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Avis; For Rentals that exceed 30 days continual rental, a new Rental Agreement will be generated each 30 days. All products opted and paid for at vehicle collection will be rechargeable for each consecutive 30-day rental period.

**'Roadside Assistance Plus'** means the provision of the roadside assistance services described in clause 5.7 for the Roadside Assistance Plus fee specified in the Pricing Schedule;

**'Roadside Assistance Fee'** means a charge for an individual roadside assistance event, as specified in the Pricing Schedule;

**'Singapore Dollars'** and '\$S\$' mean the lawful currency of the Republic of Singapore;

**'Substitute Vehicle Insurance'** means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while using the Vehicle as a substitute for the Vehicle insured under that policy;

**'Underbody Damage'** means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where Avis considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage;

**'Vehicle'** means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices and all Accessories and contents supplied by Avis unless the context requires otherwise;

**'We'** refers to Avis;

**'Windscreen and Tyre Protection'** means the protection cover set out in clause 5.11 and is available at selected locations and reduces your potential liability to Avis for damage to the Vehicle's windscreen, windows and tyres.

**'You'** or **'Your'** or **'Customer(s)'** refers to the person(s) with whom the Rental Agreement is made; and

**'4WD'** means a Vehicle with a four-wheel drive transmission system that can be engaged in four-wheel drive mode.

## 2. DRIVER RESPONSIBILITIES AND REQUIREMENTS

- 2.1 You agree and acknowledge that only You or an Authorised Driver will drive the Vehicle.
- 2.2 You are responsible for the acts and omissions of each Authorised Driver and any other person You or an Authorised Driver allows to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of the Loss and Damage Waiver option or Excess Reduction option (if accepted or included in Your Rental Charges) if You or an Authorised Driver allows an unauthorised driver to drive the Vehicle and that unauthorised driver causes loss of or damage to the Vehicle or damage to the property of a third party.
- 2.3 Both You and each Authorised Driver must meet the same minimum age and driver's license requirements and must be present at the time of rental. The minimum age to rent an Avis Vehicle is 23 years old but the driver must have a minimum of 1 years' driving experience. There is no maximum age restriction, however conditions apply for drivers aged 65 years and above. All drivers aged 65 years and above must pass a medical examination and be certified fit-to-drive by a Singapore-registered medical practitioner. The medical examination covers eyesight, hearing, movement, past medical history, and physical or mental conditions which may render the person unfit to drive.
- 2.4 The following Identification & licence requirements must be met with respect to any Identification Document & Driver's License presented to Avis to secure the booking of a Vehicle. Please note that physical cards and passports must be presented; electronic documents are not accepted.
  - a) All presented identification documents must be in English. If the identification document is in the roman alphabet, but not in English, it must be translated into English and the translation presented, accompanying the original document;
  - b) The main driver must present a valid, physical National Registration Identity Card (NRIC) if Singaporean or permanently residing in Singapore.
  - c) If the main driver does not have an NRIC but possesses a valid visa issued by a Singaporean Governmental department, this may be presented in lieu of an NRIC.
  - d) If the main driver is not in possession of either a NRIC, or a valid visa issued by a Singaporean Governmental department, then a valid, physical Passport must be presented.
  - e) Regarding driver's licenses, these must be in English. If the driver's license is in the roman alphabet, but not in English, it must be translated into English and the translation presented, accompanying the original, physical license;
  - f) A valid Singaporean driving license must be held for at least 12 consecutive months for Singapore citizens, Permanent Residence and foreigners (who are residing in Singapore for more than 12 months) immediately prior to the signing of the Rental Document. The licence presented must be the physical card of the main driver and match the person renting the car.
  - g) Drivers from ASEAN member countries only need to possess a valid, physical driving license issued by the relevant authorities in order to drive in Singapore without an International Driving Permit (IDP). Notwithstanding this Clause 2.4(a), the rest of the requirements set out in this Clause 2.4 must still be met.
  - h) Alternatively, an IDP may be presented in place of an official translation of the foreign license. The original license must be presented at the same time as the IDP or translation.
  - i) Foreigners who reside in Singapore for less than 12 months must possess a valid foreign license, held for at least 12 months, from the country of residence and an IDP (subject to clauses 2.4 (a) & (d)).
  - j) Only Singaporean Electronic/Digital licences will be accepted at check-out. All other e-licence holders must travel with, and present, their physical licence at check-out (subject to clause 2.4 (a) & (d)).
- 2.5 To add an Authorised Driver, You must pay the Additional Driver Fee, which is set out in Annexure B. The additional Authorised Driver must provide Avis a valid licence confirming the additional Authorised Driver is authorised to drive the Vehicle at the time the Rental Document is signed, and meet the requirements set out in Clauses 2.3 and 2.4 above.
- 2.6 You must ensure that Avis is provided with Your contact details (phone number, email address and residential address) and the contact details of any Authorised Driver so that Avis may reach out to You and/or an Authorised Driver for updates on Your rental. If You make a Vehicle booking without providing this information, You may not successfully secure a Vehicle.

- Only Authorised Drivers are permitted to drive the vehicle.
- The key to the vehicle is your responsibility; always remember to safeguard it.
- There are restrictions to where you can and cannot drive the vehicle – refer to Clause 3 and Annexure D for details.

### 3. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

- 3.1 You and any Authorised Driver must only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road.
- 3.2 Vehicles rented in Singapore can be driven into Malaysia with the daily fee outlined in Annexure B. A Vehicle Entry Permit (VEP) will be issued to the Customer at check-out, indicating Avis's permission for the vehicle to cross the Singapore - Malaysia border. Attempting to cross without this permit may result in an unsuccessful border crossing.
- 3.3 If You intend to cross the Singapore-Malaysia border with the Vehicle, Avis must be informed, and the request should be made at the time of reservation or at the time the Vehicle is collected. If you decide to leave the Vehicle in Malaysia, you will incur One Way Fee as set out in Annexure B.
- 3.4 **Prohibited use** - You must not use the Vehicle:
- on beaches, through streams, rivers or flood waters;
  - on non-metalled and non-marked roads; and
  - in any location listed in Annexure D.
- 3.5 **Unauthorised use** – unless authorised in writing from Avis, You must not use or park the Vehicle:
- airside on or at any airport.

### 4. USE OF THE VEHICLE

- 4.1 You and any Authorised Driver must:
- not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;
  - not allow the Vehicle to be used to push anything without Avis' prior written consent;
  - not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle and must ensure that each passenger in the vehicle appropriately uses the seat belt restraint;
  - not be under the influence of alcohol, drugs or have a blood alcohol or drug content that exceeds the legal limit in the Country in which the Vehicle is driven;
  - not use or allow the Vehicle to be used to carry passengers for payment of any kind;
  - not use the Vehicle when it is damaged or unsafe;
  - provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including animal) until you have obtained Avis' prior written consent to do so;
  - not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Manufacturer's Specifications and Avis' recommendations;
  - not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;
  - not transport pets (except registered guide dogs) or durian in the vehicle at any time;
  - not use the Vehicle to carry any inflammable substance which has a flashpoint under 22.8°C or any other explosive or corrosive substances without Avis's prior written consent;
  - not use the Vehicle to prepare, commit or assist in any criminal act;
  - not use the Vehicle for the conveyance or towing of any load unless You have Avis' prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; for towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Avis' recommendations;
  - pay all tolls, parking charges, cleaning fees, fines and infringements incurred by You or any Authorised Driver relating to or in connection with the Vehicle;
  - not use the Vehicle in contravention of any law; and
  - not register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- 4.2 The Vehicle shall remain the property of Avis and You shall have no right or interest in the Vehicle otherwise than as a bailee. The only right You have is to possess and use the Vehicle in accordance with the terms and conditions of this Rental Agreement.

### 5. VEHICLE MAINTENANCE, SECURITY AND CLEANING

- 5.1 You and any Authorised Driver must:
- maintain all of the Vehicles engine oils an engine coolant levels to the Manufacturer's Specifications, provided that Avis has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;
  - keep the Vehicle locked and secure when it is unattended and take all reasonable precautions to safeguard the keys under Your or the Authorised Driver's personal control - keep the keys in a locked and secure environment at all times when the keys are not in use; and
  - comply with all applicable seatbelts and child restraint laws.
- 5.2 We may conduct identity, security, driving licence and credit checks prior to renting a Vehicle to You and if You fail to meet any of our checks, We may refuse to rent the Vehicle to You.
- 5.3 Vehicles may be fitted with geo-location systems and tracking devices which can be used to open and close the Vehicle and track and record the geographical location, distance and speed of the Vehicle during the rental. It can also be used to immobilise the Vehicle if We have reasonable grounds to suspect the Vehicle is being used unlawfully or outside of the terms of the Rental Agreement. You agree that We can track and record Your location and Your use of the Vehicle.

- 5.4 You acknowledge that Avis may, from time to time, receive telematics data from device-equipped vehicles where driver monitoring is enabled, including fuel levels, distance, speed, vehicle location data (including the longitude at latitude and direction of travel), vehicle damage detection data, vehicle diagnostic information (such as advice that the engine warning light has activated), breaking, acceleration and cornering data.
- 5.5 If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, You shall notify Avis of the full circumstances by telephone immediately.
- 5.6 24 Hour Roadside Assistance is free for emergency breakdowns. For all other roadside assistance call outs including refuelling, jump start, broken windows or windscreen, tyre related incidents, lost keys and keys locked in the vehicle, a service fee will be charged. You acknowledge and agree that driving into remote regions will increase the wait time for Roadside Assistance to be provided if a vehicle breakdown occurs.
- 5.7 For each roadside assistance call out for a fault or incident caused by Your act or omission (including, but not limited to emergency refuelling up to an amount required to reach the nearest petrol station), a tyre-related incident (unless You have purchased Windscreen and Tyre Protection), Electric Vehicle battery recharge, lost keys, keys locked in the Vehicle, or a flat battery due to lights or other electrical equipment being left on, You will be charged the Roadside Assistance Fee, unless You have purchased Roadside Assistance Plus.
- 5.8 Roadside Assistance Plus does not apply if the Vehicle has been used in breach of clause 3 or 4.1 (save, in respect of course 4.1(n), for minor infractions) or in respect of any additional amount(s) payable under clauses 8.1 and 8.2.
- 5.9 You shall not arrange or undertake any repairs or salvage to the Vehicle without the Avis' authority in writing (this includes, but is not limited to, purchasing a replacement tyre) except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property. Avis requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt from the repairer to assist Avis. Avis will reimburse You for any repairs to the Vehicle authorised by Avis in writing, provided that Avis can verify the cost of those repairs. To the extent that Avis cannot verify the cost of repairs, Avis will not reimburse You.
- 5.10 If You or another person has been using the Vehicle during the Rental Period in breach of clause 4.1(i) or returned the Vehicle in an excessively poor condition (excluding Fair Wear and Tear: [www.avis.com.sg/fairwearandtear](http://www.avis.com.sg/fairwearandtear)); You may be required to pay the cost of any professional cleaning or odour extraction reasonably incurred by Avis and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or odour extraction. Fees are referenced at Annexure B.
- 5.11 Windscreen and Tyre Protection covers You for damage to Your Vehicle's windscreen, front or back windscreens, and all side window glass and all tyres, including the spare tyre. The exclusions to this coverage are Vehicle mirrors, headlights, any part of the wheel (i.e. hubcap, rim and alloy wheels) or damage to the Vehicle directly caused by Your breach of this Agreement, or for which You are liable by virtue of clauses 8.1 and 8.2.
- 5.12 If the Vehicle requires repair or replacement, the decision to supply another vehicle to You is at Avis' sole discretion. The replacement Vehicle will be supplied at the Avis' earliest convenience.

## ROADSIDE ASSISTANCE PLUS: TRUE PEACE OF MIND

It will cover you for those little things that can go wrong, such as:

- Call out fees as a result of non-mechanical, customer at fault roadside assistance support
- Recovery support for vehicle lock-outs, vehicle unlock (e.g. keys locked inside)
- Recovery support for jump-starts due to a flat battery
- Recovery support for tyre-related incidents, e.g. change (not the cost for the tyre)
- Towing costs up to 100km and/or to the nearest rental location under 100km
- The cost for lost or replacement keys

If you're not covered, you can incur a call-out fee – refer to Annexure C for details

## 6. COLLECTION AND RETURN OF THE VEHICLE

- 6.1 Specifically Requested Delivery/Collection Service. All delivery and collection requests (whereby the vehicle will be delivered to/collected from You to/from a location that is not an Avis location) should be made by way of reservations. Reservations should be made to the Downtown Branch only, with all Your key details provided (including phone number and email address) as well as your credit card information and central exchange details. If You have requested a collection and/or delivery service, but you are not present in accordance with the booking, a \$50 surcharge (exclusive of GST) will be incurred as per Annexure B. You are required to give Avis 4 hours' notice before cancelling your reservation.
- 6.2 You may collect the Vehicle from either 390A Havelock Road, #01-07 Waterfront Plaza, Singapore 169664 (**Downtown Branch**), from Terminal 3, Changi Airport, 65 Airport Boulevard, Singapore 819663, or Terminal 2, Changi Airport, 60 Airport Boulevard, Singapore 819643 (**Changi Airport Branches**). For collection outside of normal hours of operation, Clause 6.3 will apply.
- 6.3 A Meet Late Arrival (**MLA**) service is provided at Changi Airport Terminal 3. This service is available to customers who collect their Vehicles outside of office hours, subject to Avis' approval, and will be applied to any customer who arrives at their requested counter to collect their Vehicle 2hrs or more

after the Terminal 3 Rental Counter's closing hours and the opening time of the rental counter on the next working day. MLA requests are subject to availability and reservations should be processed as a request to our rental counter in Terminal 3, Changi Airport only. Reservations and MLA requests may be made by contacting us via our Reservations hotline, the details of which may be found on page 1 of these Terms and Conditions. Full customer details must be given, in advance, including current credit card information and flight information, and the MLA surcharge(s) set out in Annexure B will apply. A Rental Operations Agent will stay for one (1) hour after the confirmed time of agreed MLA arrival time. Should You not arrive by then or have failed to contact us and reconfirm any changes to the MLA requirement, the Agent will leave the counter and You will be considered a "No-Show"; the No-Show fee will apply, as listed in Annexure B.

- 6.4 You must return the Vehicle to Avis:
- a) to the place, on the date and by the time shown on the Rental Document unless You have informed Avis of a change prior to the return date and time and Avis has agreed to the change; and
  - b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.
- 6.5 Vehicles may be returned to the locations mentioned in Clause 6.4 above, at any point by using the key drop boxes available at each location. The key drop box at the Downtown Branch is located on the left of the front door and the key drop box at the Changi Airport Branch is located at the rear of the rental counters located in the Terminal 2 & Terminal 3 Arrivals areas. If You wish to return the vehicle to a different location from that which they checked out from, a One Way Fee set out in Annexure B will apply (unless Clause 6.9(a) applies). The One Way Fee shall be determined and paid at the end of the Rental Period and You will also be liable for any Rental charges calculated under Clauses 6.7 or 6.8 below.
- 6.6 Vehicles that are returned must be refilled with fuel and failure to do so will result in a refuelling fee being incurred. Vehicles returned to the Changi Airport Branch are to be parked in Avis-marked bays only, located at Changi Airport T3 Car Park (3A) and Terminal 2 car park (2A). Avis bays are located 1 row back from the entry to Terminal 3, and they are the closest parks to the entrance in Terminal 2. Vehicles can be dropped off outside of normal office hours at either the Downtown Branch or at the car park at the Changi Airport Branch. You must park in only Avis branded car park bays. Any vehicles parked in bays that are not Avis bays may incur an unauthorised parking fee which You must pay in full. Any car parked in a car park that is not T2 (2A) or T3 (3A) will incur a fee which You must pay in full.
- 6.7 If You:
- a) return the Vehicle at a later date or time than that shown on the Rental Document;
  - b) return the Vehicle to a place other than that shown on the Rental Document; or
  - c) do not comply with any special conditions set out in the 'Rates' section on the Rental Document, the rates shown on the Rental Document may continue to apply for the additional rental hours or days (as applicable) as well as any One Way Fee and Late Return Charge.
- 6.8 If You return the Vehicle at an earlier date or time than agreed, the rates shown on the Rental Document will not apply and You must pay the rate that was applicable for the Vehicle for the Rental Period (which is likely to be higher than the rates shown on the Rental Document).
- 6.9 Avis may request the immediate return of the Vehicle, or Avis may recover the Vehicle without notice, if:
- a) the limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle or if a 'One Way Fee' becomes payable by You;
  - b) the Rental Period expires without satisfactory arrangements having been made by You with Avis; or
  - c) Avis reasonably suspects that:
    - (i) the Vehicle may be used for an unlawful purpose;
    - (ii) damage to the Vehicle, or injury to persons or property, is likely to occur; or
    - (iii) the Vehicle will be involved in an industrial dispute.
- 6.10 The Vehicle may be driven into West Malaysia and returned at Avis locations in West Malaysia only. A minimum length of rental of 5 days applies to any booking whereby a Customer wishes to return a vehicle to any West Malaysia location. A One Way Fee will also apply to all vehicles returned to any Western Malaysian Avis Location. For travel outside of mainland Western Malaysia, please refer to Annexure D, Table B describing prohibited travel locations.
- 6.11 If You do not return the Vehicle on the date and by the time shown on the Rental Document or any extended date or time agreed with Avis in writing then:
- a) after written notice to You and if the location of the Vehicle is unknown, Avis may report the Vehicle as stolen to the police; and
  - b) You must pay Avis all Rental Charges (including additional Rental Charges) and compensate Avis in accordance with clause 8 for any loss Avis suffers (including all reasonable additional costs Avis incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by Avis.
- 6.12 If You have breached the Rental Agreement and Your breach of the Rental Agreement (or a breach of the Rental Agreement by any Authorised Driver) has caused the downtime of the Vehicle, You may be liable to pay a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime).

## 7. FUEL

- 7.1 You must fill the vehicle only with the fuel type specified in the **Manufacturer Specifications**. Filling the vehicle with the incorrect fuel type will be considered a breach of contract whereby the full costs of repair to the vehicle and associated costs will be payable by You.
- 7.2 If You return the Vehicle with less than a full tank of fuel, You will be charged the Refuelling Service Fee as set out in the Rental Document. Avis will waive the Refuelling Service Fee if You present a receipt indicating You have refuelled the Vehicle and the Vehicle has the same level of fuel that the Vehicle had when You rented it, as determined reasonably by Avis' visual or electronic inspection of the Vehicle's fuel gauge.
- 7.3 If:
- a) You do not select the 'prepaid fuel option' in the Rental Document where that option is available; and
  - b) You return the Vehicle with less fuel in the Vehicle than the Vehicle had when you rented it; You must pay Avis the Refuelling Service Fee amount per litre as set out on the Rental Document. The Refuelling Service Fee amount reflects the cost of fuel per litre plus Avis' reasonable costs associated with arranging to fill the Vehicle with fuel.



7.4 For the purpose of clause 7.3 the fuel level of the Vehicle at the time You rent it and at the time You return it to Avis, is determined by visual or electronic inspection by Avis of the Vehicles fuel gauge, and the kilometres driven, however if a Refuelling Service Fee amount is charged, that amount will be based on the number of litres of fuel actually put into the Vehicle to return it to the level of fuel that the Vehicle had when you rented it and will be charged at Avis' refuelling rate per litre. .

## 8. LIABILITY FOR LOSS OR DAMAGE

8.1 Subject to clauses 8.2, 8.3 and 9, You are liable:

- a) to compensate Avis for any damage to or loss of the Vehicle, including hail, flood or storm related damage or theft of the Vehicle, during the term of Your Rental Agreement; and
- b) for damage to third party property which is caused or contributed to by You or an Authorised Driver or any person You or the Authorised Driver allow to drive the Vehicle and to the extent permitted by law, Avis will not be responsible for such liability.

8.2 If, acting reasonably, We accept that the loss or damage referred to in clause 8.1 was not Your fault, You will not be liable to compensate Avis provided:

- a) You are a resident in Singapore;
- b) You provide Avis with the following details of the incident;
  - i. the name, residential address, contact phone and licence number of any person involved;
  - ii. the name of any insurer of any third party You believe was at fault;
  - iii. the registration numbers of all vehicles involved;
  - iv. an accurate description of the incident and location;
  - v. the names of any attending police officers and the stations at which they are based; and
- c) Avis reasonably believes that it will recover the amount of loss or damage from a third party.

8.3 Avis is liable for any damage to or loss of the vehicle that is our fault. This includes:

- a) any failure on our part to properly maintain the Vehicle; and
- b) loss or damage directly due to our negligence or wilful default.

- In the event of an accident or damage it is important not to panic.
- Please notify us as soon as practical. The number for your rental location can be found on your Rental Agreement.
- If it is safe to do so please take pictures of the accident site and all vehicles involved.

## 9. LOSS DAMAGE WAIVER

9.1 Subject to clause 9.2, if You are or would be liable to compensate Avis pursuant to clause 8.1, We will waive that liability if:

- a) You had accepted and paid for the Loss Damage Waiver option on the Rental Document (or if it is included in Your rate); and
- b) You pay the Excess Amount stated on the Rental Document for each separate event involving:
  - i) damage (including hail damage) to, or loss of, the Vehicle; or
  - ii) damage which is caused by You or an Authorised Driver.

9.2 **The waiver in clause 9.1 will not apply and You may be liable for the full cost of:**

- a) Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if you come into contact with including, but not limited to, a bridge, a tunnel, a tree, or the roof or boom gate of a car park; or damage, including but not limited to, the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds) which damage is not attributable to Fair Wear and Tear;
- b) You driving the Vehicle in a manner that results in total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to saltwater including, without limitation, damage which occurs as a result of You driving the Vehicle through floods, creeks or rivers;
- c) damage to the Vehicle caused by a breach of clause 3, 4.1, 5.1, 5.9, 5.10, 5.11 or 7.1 (save, in respect of clause 4.1(n), for minor infractions) by You;
- d) damage to a tyre or an Accessory not attributable to fair wear and tear that is caused deliberately or recklessly by You;
- e) theft of the Vehicle, unless You report the Vehicle as stolen to the police immediately on becoming aware of the theft, provide full details of the theft and provide a copy of the police report to Avis as soon as You receive it; or
- f) loss or damage to Your property, the property of a member of Your immediate family or of a person related to You or a person residing at Your premises if that loss or damage is caused by a breach of these Terms and Conditions by You.

For the purposes of paragraphs 9.2(a) to 9.2(f), any reference to You includes an additional driver and any person You or the Authorised Driver allow to drive the Vehicle.

## 10. ASSESSMENT AND PAYMENT FOR LOSS OR DAMAGE

10.1 a) If:

- i) You are required to pay the Excess Amount under clause 9.1(b);
- ii) fault has not been determined but Avis reasonably regards you as being the party at fault;
- iii) You have not provided information in relation to Clause 8.2; or



- iv) You are not ordinarily a resident in Singapore; Avis will debit Your Account with the Excess Amount.
  - b) Where You are liable under clause 9.1(b) for the Excess Amount, one Excess Amount for each separate damage incident will be debited by Avis. The Excess Amount will be debited at the time of loss of, or damage to, the Vehicle and or damage to the property of any third party.
  - c) If Avis subsequently comes to a reasonable belief that a third party or the insurer of a third party will pay Avis for the full loss or damage to the Vehicle, Avis will, within a reasonable period of time of forming that belief, refund you the Excess Amount.
- 10.2 If You report in writing (to Avis) that a third party has been involved in an accident, Avis will take reasonable steps to determine fault and, where practicable, obtain an admission from the third party or the third party's insurer. If Avis obtains that admission from the Third Party, and You ordinarily reside in Singapore and have a Singaporean driver's licence, Avis will not debit Your Account with the Excess Amount.
- 10.3 a) For the purposes of this clause 10.3, 'Recovery Cost' means, in relation to the loss of, or damage to, the Vehicle the sum of;
- i) any appraisal fees actually and reasonably incurred;
  - ii) any retrieval, towing and storage costs actually and reasonably incurred; and
  - iii) a reasonable administrative fee reflecting the cost of making arrangements for retrieval, towing and repairs, and other administrative activities.
- b) If clause 8.1, 9.1 or 9.2 applies, Avis will notify You of the Recovery Cost. You must pay to Avis, or You authorise Avis to debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Avis's assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 10.5.
- c) For the purposes of calculating any refund under clause 10.5, Avis will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.
- d) If clause 8.1 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 9.1 is greater than the Excess Amount, You must pay the Excess Amount to Avis as stated in Your Rental Agreement, or Avis may debit Your Account with that amount.
- 10.4 Where You are required to pay Avis under clause 8, the amount You must pay for any loss, damage, repair, cost or fee:
- a) That may be reasonably determined by Avis;
  - b) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.
- 10.5 If the amount determined by Avis and paid by you under clause 10.3(b) exceeds the final cost of the loss, damage or repair, Avis will refund the difference to you within a reasonable period of time.
- 10.6 Avis will provide details to You of the final cost of the loss, damage or repair on request by You and within a reasonable period of time. These details will include supporting documentation such as copies of the Recovery Costs, repair invoices and photos of damage.
- 10.7 If You report the Vehicle as stolen to Avis and to the police in accordance with these Terms and Conditions, Avis will debit Your Account for the Excess Amount. Avis will initiate inquiries with the relevant authorities with a view to recovering the Vehicle. If the Vehicle is recovered, Avis will refund the Excess Amount less Recovery Cost and any amount for damage arising from the condition in which the Vehicle is found as a result of the theft, which is not recovered from a third party.

## 11. CLAIMS AND PROCEEDINGS

- 11.1 Where the use of the Vehicle by You, or an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or the property of any third party (**Incident**), You must ensure that You or any Authorised Driver:
- a) promptly reports the Incident to the local police (if required by law);
  - b) promptly reports the Incident in writing to Avis;
  - c) Do not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that You or the Authorised Driver are required to provide a statement to the police;
  - d) permits Avis, or its insurers at their own cost to bring, defend, and force or settle any legal proceedings against a third party in Your name or in the name of the Authorised Driver in relation to the Incident;
  - e) permits or ensures that Avis or its insurers may claim in Your name or that of the Authorised Driver under any applicable substitute vehicle insurance, and assist, and cause the Authorised Driver to assist, Avis in making such a claim, including assigning any right to claim under any substitute vehicle insurance to Avis; and
  - f) completes and furnishes to Avis or its insurers within a reasonable time any additional statement, information or assistance which Avis, its insurers may reasonably require, including attending a lawyer's office and at Court to give evidence.
- 11.2 Avis will meet the reasonable out of pocket expenses of You or the Authorised Driver in complying with clause 11.1 (e) or 11.1(f).
- 11.3 If You do not comply with clause 11.1, and Avis, or its insurer are unable to investigate the incident in full due to this non-compliance, Avis will, if it is reasonable to do so, notify You of the amount of the Rental Charges and, if those charges are not disputed by You within 5 working days, then by these Terms and Conditions You authorise Avis to debit from Your Account all Rental Charges pending receipt of a report about the Incident made by You or the Authorised Driver (as the case may be).

## 12. PAYMENT

- 12.1 Prepayment may be taken at the start of the rental period. Any additional charges will be collected at the end of the Rental Period, You authorise the debit of Your Account by Avis to pay:
- a) all Rental Charges;
  - b) any amount paid or payable by Avis or You to any person arising out of Your use of the Vehicle or imposed on You or Avis by any government or other competent authority;
  - c) any GST as may be imposed on the Rental Charges and/or any other charges or payments to Avis under the Rental Agreement;
  - d) the replacement cost as reasonably determined by Avis for a lost or stolen Accessory;

- e) the card surcharges payable for the method of payment You choose to use for Your Account; and
  - f) any amount which You reasonably owe to Avis under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Avis will provide to You clear information containing sufficient detail about any amount payable under this clause 12.1, including a clear justification with respect to the amounts charged and how these amounts have been calculated.
  - g) Such payment to be adjusted for any payment made at an earlier date pursuant to the Rental Document.
- 12.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by Avis. If Avis reasonably determines that a Rental Charge should be adjusted, Avis will provide details to You if Avis has your contact details.
- 12.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:
- a) one day's rental at the 'daily rate' shown on the Rental Document (subject to clause 6.4); and
  - b) the amount payable for the number of kilometres driven during the Rental Period.
- 12.4 Distance charges including the number of kilometres driven are measured from the Vehicle's odometer.
- 12.5 Avis will notify You of all amounts payable to Avis under clause 12.1. You may dispute these amounts by contacting [customerservice.sg@abg.com](mailto:customerservice.sg@abg.com) within 5 working days of the notification being sent under this clause 12.5 (**Notice Period**). Any disputed amounts will be dealt with in accordance with the dispute resolution process under clause 15.
- 12.6 Further to clause 12.5, if an amount is payable under clauses 12.1(d) or (f), Avis will not debit Your Account during the Notice Period. You authorise Avis to charge and debit from Your Account all amounts that remain undisputed at the end of the Notice Period payable to Avis under clauses 12.1(d) or (f).
- 12.7 Each Vehicle Rental is subject to a collision damage excess. The excess You are liable for will depend on the Vehicle that is booked. Excess reduction products may be purchased as part of the Rental Charges. Collision damage excess fees payable are set out in the Fees Schedule in Annexure B.
- 12.8 During any Festive Period, You will be required to provide Avis with a non-refundable prepayment for the full amount of Rental Charges in order to secure a Vehicle. Any additional products or services must be paid for on collection. You must provide your email address and phone number for Vehicle bookings made during any Festive Period. Avis reserves the right to cancel any booking and not allocate a Vehicle to you if you fail to provide this information.
- 12.9 Payment may be made by credit/debit card or by cash. Any credit/debit cards provided for payment must be valid and current for use, and in the Customer's name. Avis does not accept payment made by personal cheque. For payment by Debit Card, a pre-authorised amount of S\$300.00 will be held in addition to the payment for the Rental charges. For payment by cash, You shall provide Avis with the exact sum owed, as no change will be provided. Furthermore, a credit or debit card must also be provided at the same time when paying by cash. There will be a pre-authorised amount of S\$300.00 held if the accompanying payment card is a debit card. The following credit/debit cards are accepted by Avis:
- a) American Express;
  - b) Diners Club;
  - c) MasterCard;
  - d) Visa;
  - e) Avis;
  - f) Avis's voucher/ charge card; and
  - g) Visa and Master debit cards.
- 12.10 If you intend to drive the Vehicle to Western Malaysia, payment to Avis must be made by credit card.
- 12.11 If You pay Your Rental Charges by credit or debit card, You acknowledge that it may take 7-10 business days for Your financial institution to release any amount which has been authorised by that institution at the request of Avis under clause 12.1 which is in excess of Your Rental charges.
- 12.12 Avis will pay, within 14 days of providing You with a confirmation in writing that You are due to receive a refund, any refund due to You by such method as Avis may reasonably choose.
- 12.13 If You fail to pay any amount due under or in connection with the Rental Agreement, You must also pay Avis and You authorise Avis to debit from Your Account Avis' Collection Costs from the date of demand.
- 12.14 Vehicle booking that are cancelled 24 hours prior to collection may not be refunded by Avis. This excludes Peak and Festive periods as referenced in clause 13.2. For any additional products, the amount will be deductible at the point of pick up. If You cancel or are a no-show on the date of your booking, You will not be given a refund.

## 13. TERMINATION

- 13.1 Either Party may terminate the Rental Agreement at any time if the other Party commits a breach of the Rental Agreement.
- 13.2 Subject to clause is 6.3 to 6.12 (inclusive) and 12.3, You may terminate the Rental Agreement at any time by returning the Vehicle to Avis. Should you wish to return earlier than your expected time of return, provided that the return does not occur within a Peak Period, a partial refund of unused rental days will be refunded. For any early returns that fall within a Peak Period, no refund will be given.
- 13.3 Avis may terminate the Rental Agreement if We are required by the police or other regulatory authority to take possession of the Vehicle from You.
- 13.4 Notwithstanding any other provision in the Agreement, Avis may immediately terminate the rental of the Vehicle at any time after the occurrence of any of the following events by written notice to You:
- a) Avis, in its sole and absolute discretion, makes an assessment that it is not commercially viable for Avis to continue with the rental of the Vehicle under the Agreement;
  - b) You or any Authorised Driver cease to fulfil any of the driver qualifications set out in Clauses 2.3 and 2.4 above;
  - c) You default in payment of any sum (or any part thereof) which is payable to Avis under this Rental Agreement, and any such sum remains unpaid, immediately becomes due;

- d) You or any Authorised Driver fail to comply with any term in the Rental Agreement and/or breach any duty, obligation, or responsibility under this Rental Agreement;
- e) You die or become mentally incapacitated;
- f) You become bankrupt or make any general composition with your creditors; or
- g) You do or suffer to do any act or thing which may prejudice or jeopardise Avis' property in or right to the Vehicle.

13.5 Any Rental Fee paid by You to Avis 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. You shall not be entitled to a refund of any portion of any such Rental Charges paid to Avis.

## 14. PROPERTY IN VEHICLE

- 14.1 Unless Avis or an Avis employee acting in the course of the employment is negligent, or fraudulent, Avis is not liable to any person for any loss of, or damage to any property:
- a) left in the Vehicle by You after it is returned to Avis; or
  - b) stolen from the Vehicle or otherwise lost during the Rental Period.

## 15. DISPUTE RESOLUTION

- 15.1 Avis will use its best endeavours to respond to Your complaint within 15 business days of the date of receipt of the complaint, provided Avis has all necessary information and has been able to complete any investigation required.
- 15.2 If Avis cannot respond within 15 business days, we will let You know as soon as reasonably practicable (and within 15 days of receiving Your complaint) of the revised response date.
- 15.3 Your complaint will be reviewed by an Avis representative who:
- a) has appropriate experience, knowledge and authority; and
  - b) is different from the person or persons whose decision is the subject of the complaint.
- 15.4 Avis' response to the review of a Customer's complaint will be in writing and will include:
- a) the final decision in relation to the complaint;
  - b) the reasons for that decision; and
  - c) the right to take the dispute to external dispute conciliation.
- 15.5 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 this Agreement.

## 16. GENERAL

- 16.1 For the avoidance of doubt, nothing in these Terms and Conditions creates an entitlement or provides for You to;
- a) benefit from any insurance policy; or
  - b) have Avis or its insurers to defend, settle or otherwise act on Your behalf in relation to any claim brought against You.
- 16.2 For a selection of travel industry or corporate Avis Worldwide Discount codes, proof of employment or a letter from the HR/Procurement departments may be required prior to the rental to enjoy the rates available using such a discount code. Customers who are not verified will be denied of the rates shopped and subject to walk-in rates.
- 16.3 Electronic Road Pricing (ERP) congestion charging is applicable in Singapore. A toll-card is required for cars that drive through an ERP gantry and exit of most carpark in Singapore. All Avis vehicles are fitted with an In-Vehicle Unit (IU). You are to insert the toll-card into the IU; each time a car drives through an ERP gantry and exit of most carparks in Singapore, the fee will automatically be deducted.
- a) Toll-cards (for use on Singapore roads) can be purchased from Avis at a cost of \$30.00 (exclusive of GST). They come pre-loaded with \$20 of credit and can be topped up and (at) any Nets pay retailer throughout Singapore. Toll cards can also be purchased from most petrol stations and 7-eleven stores. Ensuring that the Cash Card has enough credit (beyond the S\$20 supplied at point of purchase is the responsibility of you and/or any Authorised Driver.
  - b) For driving into Malaysia, a separate toll-card is also required to pay the toll when crossing the causeway. Cars must have a valid Touch-n-Go card with at least RM20 ringgit of credit in order to pass through the gateway to Malaysia from Singapore. A Touch-n-Go card can be purchased in Singapore but can only be topped up in Malaysia. A Touch-n-Go card can be purchased from Avis at a cost of S\$30.00 (exclusive of GST) and includes RM20 of credit. Ensuring that the Touch-N-Go card has enough credit (beyond the RM20 supplied at point of purchase is the responsibility of you and/or any Authorised Driver.

## 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 this Rental 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 Customer at the physical or electronic mailing address provided by the Customer, or to Avis at 390A Havelock Road, #01 - 07 Waterfront Plaza, Singapore 169664 or electronic mailing address at [Singapore.Downtown@avis.com.sg](mailto:Singapore.Downtown@avis.com.sg), or to such other physical or electronic mailing address as each Party may subsequently inform the other.
- 17.2 In addition, Avis may give any agreement, consent, approval, waiver, notice, demand and/or other communications under this Rental Agreement to the Customer by text message or voice call to the telephone or mobile number provided by the Customer, or to such other telephone or mobile number as the Customer may subsequently inform Avis.
- 17.3 Any communication given under Clauses 17.1 and 17.2 shall be deemed to have been validly served:
- a) if delivered by hand, when left at the relevant address at the time of delivery;

- b) 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;
  - c) 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
  - d) 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 You shall not assign or transfer any of Your rights, interests or obligations under this Rental Agreement except with the Avis' prior written consent (which consent may be given subject to any conditions as Avis considers fit).
- 18.2 Avis 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 this Rental Agreement and/or to the Vehicle by giving written notice to You.

## 19. RIGHTS OF THIRD PARTIES

- 19.1 Save as otherwise provided in this Rental Agreement, a person who or which is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Rental Agreement.

## 20. AMENDMENTS

- 20.1 Avis may, in its sole discretion, amend or revise any term of this Rental Agreement at any time by giving You at least seven days' prior written notice of such amendment or revision. Any amendment or revision so given shall be binding on the Parties as from the date specified in such written notice.

## 21. SEVERANCE

- 21.1 If any provision of this Rental 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 this Rental Agreement.

## 22. DATA PROTECTION

- 22.1 Any Personal Data provided by You (whether Personal Data of You or another individual which You have the necessary consents to provide) may be collected, used and disclosed by Avis for the purposes contemplated by this Rental Agreement (including the Privacy Collection Statement) and Privacy Policy which can be found at <https://www.avis.com.sg/privacy>. You agree that by entering into this Rental Agreement, You have read the Privacy Collection Statement and Privacy Policy, understood its contents and consent to its requirements.
- 22.2 You must not provide Avis with any Personal Data of another individual unless You first make them aware of the Privacy Collection Statement and Privacy Policy and have their consent to provide such personal information to Avis

# Annexure A

## PRIVACY COLLECTION STATEMENT

We at Avis recognise the importance of protecting your Personal Data. This collection statement explains how the Avis Budget Group (see 'About Avis' below) protects your privacy and summarises how it collects, uses and discloses Personal Data about you. For our full Privacy Policy please see <https://www.avis.com.sg> or contact us to request a copy.

This collection statement applies to Personal Data we collect and hold about you in Singapore only. Because the Avis Budget Group operates a vehicle rental system in many countries, your personal information will also be held in and be accessible by Avis Budget Group staff located in other countries.

## ABOUT AVIS

Avis Singapore is the trading name of National Car Rentals (Private) Limited (UEN: 196100157E) (**NCRPL**), a company incorporated in Singapore with its registered office at 390A Havelock Road, #01 - 07 Waterfront Plaza, Singapore 169664 which is a subsidiary of Avis Europe Holdings Limited., located in the United Kingdom. These companies are part of the Avis Budget Group. Through these companies, and their subsidiaries and licensees, the Avis Budget Group manage thousands of Avis car rental locations around the globe.

For this collection statement, **Avis Singapore, we, us or our** means NCRPL and its Avis licensees; **Avis Budget Group** means all Avis companies and licensees worldwide.

## WHAT PERSONAL INFORMATION DOES AVIS SINGAPORE COLLECT ABOUT ME AND HOW DOES IT COLLECT IT?

When you rent a vehicle from Avis Singapore, we need to collect Personal Data from you. The service you use will determine what information we collect from you. That information may include your name, contact details, date of birth, driver's licence number, passport details, payment details, referees, company name and employee number. We may collect information about you from you or through a travel agent, a corporate program, your representatives, one of our partner programs or a credit reporting body. We may also use electronic tools to monitor the location, usage and servicing of your vehicle, including your speed, time, fuel consumption, distances travelled, and current and previous locations visited. Some of this information collected by these electronic tools may constitute personal information within the meaning of the Personal Data Protection Act 2012 of Singapore.

By providing your Personal Data, you agree that it will be used and disclosed by Avis Singapore in accordance with this statement and our Privacy Policy. If you do not agree you must not provide your personal information and we may not be able to communicate with you or provide certain services to you.

## PERSONAL DATA PROVIDED TO AVIS

Where you provide Avis with the Personal Data belonging to someone else (including any Authorised Drivers) you warrant to Avis that:

- you have notified such individuals of the purposes for which their Personal Data will be collected, used and disclosed;
- you have obtained such individuals' prior consent for, and hereby consent on behalf of such individuals' to, the collection, use and disclosure of their Personal Data by Avis in accordance with the Avis' Privacy Policy as referenced in Clause 22 and for the Permitted Purposes (as defined below), in accordance with any applicable laws, regulations and/or guidelines; and
- such consents have not been withdrawn.

You shall indemnify Avis in respect of any loss, damage, cost, expense, claim, demand, action, proceeding and/or other liabilities of any kind, however arising, as a result of a breach of the warranty given by you to Avis in this clause.

You shall procure each Authorised Driver's compliance with this clause, in particular that each Authorised Driver consents to the collection, use and/or disclosure of his Personal Data in accordance with Avis' Privacy Policy as referenced in Clause 22, and for the Permitted Purposes, where he or she provides such Personal Data directly to Avis. You shall be liable to Avis for the acts, defaults and neglects of any Authorised Driver as if they were your acts, defaults or neglects.

## HOW IS MY PERSONAL INFORMATION USED OR DISCLOSED BY AVIS SINGAPORE?

We may use and disclose your Personal Data for the following purposes (the "Permitted Purposes"):

### General Purposes

- provide the services that you request;
- do all things necessary to administer those services;
- research, develop, managed, protect and improve our services in vehicles;
- communicate with you regarding your vehicle, safety, arrangements with us and other matters;
- investigate, prevent and deal with fraud, unlawful activity and breaches of our agreement with you;
- conduct Customer satisfaction surveys and inform you of improvements to our services; and
- maintain and develop our software in other business systems.

### Disclosure to third parties

We may disclose your Personal Data to third parties around the world including:

- other members of the Avis Budget Group;
- your company or organisation if you use our services under a corporate account; one of our program partners if you are a member of their frequent traveller program and you have asked us to send them details of your Rental Agreement with us;
- our contracted service providers (including our market research company, mail house and the other service providers described in our Privacy Policy);
- credit card providers;
- credit reporting agencies (see 'Payment default' below) and fraud checking agencies;

- debt collection agencies, if you default in payment of amounts owed to us;
- councils, government and private organisations responsible for the processing of traffic related infringements or the payment of road and traffic tolls;
- in relation to an accident or claim, insurers, the police and other persons involved in the accident or claim;
- driver licencing authorities; and
- government, regulatory and law enforcement agencies whether disclosure is required or authorised by law.

### Use or disclosure for direct marketing purposes

We may use and disclose your Personal Data to offer you products and services provided by the Avis Budget Group. We may also use your Personal Data to offer you products and services provided by companies or participating in Avis partner programs. We may continue to provide these offers to you by email, telephone, fax or any other form of communication until you opt out. You can opt out by indicating your preference on the Rental Document or by contacting us.

### Payment default

If you default in the payment of any rental fees or charges to us, we may give information about you to a credit reporting body for some or all of the following reasons: to obtain a credit report about you; to allow the credit reporting body to create or maintain a credit information file about you; and to list your default and the debt on that credit information file. The information may include information about payment defaults over 60 days in certain circumstances and other information as described in our Privacy Policy.

### Disclosures outside of Singapore

When you provide us with your Personal Data, we will enter your details into the centralised Avis Budget Group databases which are located and maintained by the Avis Budget Group and its technology service providers (at the date of this collection statement) in the United States. Depending on how you use our services, your personal information may be accessed by Avis Budget Group personnel

### WHO CAN I CONTACT FOR FURTHER INFORMATION?

If you have any privacy questions or concerns, or wish to exercise your right to access or correct your Personal Data (subject to exceptions under the Personal Data Protection Act 2012 and its subsidiary legislation), you can contact our Data Protection Officer as follows:

**By mail:** Data Privacy Officer, PO Box 204 Mascot NSW 1460

**By telephone:** +44 1344 426644

**By email:** [dpo@abg.comcom](mailto:dpo@abg.comcom)

Please see our Privacy Policy for further details about personal information we collect, what we do with it, where we send it, website privacy, the credit reporting bodies we use and your access, correction, complaint and opt out rights in respect of information held by us and by credit reporting bodies.

# Annexure B

## FEES SCHEDULE

FEE	RATE	CLAUSE
<b>Additional Driver Fee</b>	S\$9.90 per day/maximum of S\$99 per rental (exclusive of GST)	2.5
<b>Non-Cancellation Fee</b>	One day's rental rate. This charge shall apply if the Customer does not modify or cancel booking prior to check out time and does not collect the Vehicle.	-
<b>Daily Fee for driving into Malaysia</b>	S\$50.00 (exclusive of GST) per day/maximum of \$500 per rental (exclusive of GST)	3.2
<b>Pre-Authorisation/Security Deposit</b>	S\$300 taken at check-out for any Debit Card payments and cash payments whereby the secondary card is a debit card. During Peak/Festive Periods, a non-refundable deposit of SGD\$300 will be taken in advance of Check-Out.	12.9
<b>Late Return Fee</b>	After a grace period of 59 minutes from the check in time stated on the Rental Document has elapsed, You will be charged the equivalent of one additional day's rental for each subsequent day the vehicle is late. This charge shall apply for Vehicles returned later than the check in time stated on the Rental Document.	6.7
<b>One Way Fee within Singapore</b>	The following One Way Fees (exclusive of GST) will apply: Downtown to Airport: S\$50.00 Airport to Downtown: S\$15.00	6.5
<b>One Way Fee into Malaysia</b>	The following one-way fees (exclusive of GST) will apply per trip and per Vehicle returned to any Avis locations in the following cities (Except Kuala Lumpur): Johor Bahru S\$300.00 Malacca S\$400.00 Kuala Lumpur (To Airport Only) S\$800.00 Kuantan S\$900.00 Penang S\$900.00 Terengganu S\$1000.00	3.3
<b>No-Show Charge</b>	S\$50 (exclusive of GST)	
<b>Meet Late Arrival (MLA)</b>	An MLA surcharge of S\$100.00 (exclusive of GST) is applicable for each reservation required. A "no-show fee" of S\$100.00 (exclusive of GST) will apply for MLA no-shows. Avis staff will wait up to one hour following the collection time before leaving the counter and you shall be charged the "no-show fee" of \$100 (exclusive of GST). If Your travel arrangements change (ie delayed/cancelled flights), You should contact Avis via the reservations contact as soon as possible.	6.3
<b>Chauffeur Driver Services</b>	Make a request/enquiry for availability and price.	-
<b>Card Surcharge</b>	3.5% Visa, MasterCard, American Express and Diners Card	12.1 (e)
<b>Delivery and Collection</b>	S\$50 (exclusive of GST) for each separate collection or delivery, subject to availability and not available in Western Malaysia.	6.1
<b>Abortive Delivery Fee</b>	S\$50 (exclusive of GST), If Customer is not available when car is delivered, charge will apply	
<b>Collision Damage Excess</b>	The maximum excess chargeable to You for any damage to the Vehicle, if investigation by Avis demonstrate that the Vehicle was damaged whilst it was in Your care and does not constitute a breach of contract. This amount will be reflected in Your Rental Agreement at the time you check-out the Vehicle. You agree that in the event any damage is due to a breach any of the terms and conditions set out herein, the Collision Damage Excess may not apply.	12.7
<b>Super Collision Damage Zero (Zero Excess)</b>	S\$60.00 (exclusive of GST) per day, capped at 10 days. This product reduces the Customer's excess liability to S\$0 and is only available for the following car groups: C, D, F, H, J, L, M.	-
<b>Super Collision Damage waiver" (Excess Reduction)</b>	S\$35.00 (exclusive of GST) per day, capped at 10 days. This product reduces the Customer's excess liability to S\$500.00 (exclusive of GST) and is only available for the following car groups: C, D, F, H, J, L, M.	-



<b>Lost Keys</b>	S\$350 to S\$1,200 (exclusive of GST). This charge is dependent on the Vehicle rented.	-
<b>Special Equipment</b>	<p>Child Safety Seats (<b>CSS</b>) and Child Booster Seats (<b>CBS</b>) and Baby Booster Seat "Capsule" (<b>BBS</b>). Under Singapore law, it is required that children under the age of 6 or below 1.35m must use a child safety / child booster seat.</p> <p>S\$10.00 (exclusive of GST) per unit, per day with charges capped after 10 days and subject to availability. The maximum charge shall be S\$100 per unit (exclusive of GST)</p>	-
<b>Fuel Charges</b>	<p>The refuelling charge is based on the cost of any fuel type required to top up the vehicle's fuel tank to "Full".</p> <p>Unleaded and Diesel cost per litre: S\$4.50 (exclusive of GST)</p> <p>Fuel up front (prepaid fuel option) is available at all stations in Singapore at the time of vehicle pick-up.</p>	-
<b>Traffic Fines</b>	<p>Any fines or charges that are received from the Land Transport Authority of Singapore (<b>LTA</b>) by Avis you have returned the vehicle will be sent directly to you. Fines sent to you will incur an admin charge of S\$60 (exclusive of GST) for each fine.</p> <p>It is the Main Renter's responsibility to ensure that all fines incurred by the vehicle rented, during their specified period of rental, are paid for, and all Drivers Particulars are given to Avis, should they be required by the LTA. Any disputes relating to a particular fine or charge, can be addressed to the LTA directly.</p>	4.1(m)
<b>Damage to Vehicle</b>	In the event that a Vehicle is damaged whilst in your care, you will be liable for the full excess pertaining to your car. An administrative fee of S\$60 (exclusive of GST) will apply to all claims.	8.1
<b>Smoke/Pet Hair/ Excessive Dirt</b>	Actions such as, but not limited to, smoking in the car, or transporting pets (without prior approval for the visually impaired), or Durian or excessive dirt (such as mud, sand etc) will be charged a fee of S\$250 (exclusive of GST) plus an administrative charge of S\$60 (exclusive of GST) shall also apply.	4.1
<b>Toll Cards</b>	<p>Toll-cards (for use on Singapore roads) can be purchased from Avis at a cost of \$30.00 (exclusive of GST). They come pre-loaded with S\$20 of credit and can be topped up and (at) any Nets pay retailer throughout Singapore.</p> <p>A Touch n Go (for use on Malaysian roads) may be purchased in Singapore but can only be topped up in Malaysia. A Touch-n-Go card can be purchased from Avis at a cost of S\$30.00 (exclusive of GST) and includes RM20 of credit</p>	16.3
<b>3<sup>rd</sup> Party Liability Cover</b>	<p>Third party Liability covers drivers in case of damage, including damage to passengers and their property when using an Avis vehicle. Third party liability is included in the rental price.</p> <p>Maximum coverage in case of damage to property is: Up to S\$500,000</p> <p>Maximum cover in case of personal injury is: Up to S\$5,000,000</p> <p>Maximum cover in case of death is: Up to S\$5,000,000</p> <p>All the above apply to damages for any one claim or series of claims arising out of any one accident.</p>	-
<b>Recovery Costs</b>	Determined by type of recovery	10.3
<b>Roadside Assistance Fee</b>	Determined by type of callout. Minimum by type of callout. Minimum S\$100 (Exclusive of GST) per callout	5.7
<b>Windscreen and Tyre Protection</b>	S\$5 per day (Exclusive of GST).	-
<b>Roadside Assistance Plus</b>	<p>S\$7.90/day (Exclusive of GST), with a maximum charge of S\$79 (exclusive of GST)</p> <p>Roadside Assistance Plus covers breakdowns or common mishaps like flat batteries and locked-in keys.</p>	5.7
<b>Professional Cleaning Charge</b>	S\$250.00 (Exclusive of GST) administrative fee plus the cost of professional cleaning arranged by Avis	5.10
<b>Electric Vehicle Recharge Fee</b>	S\$40 (Exclusive of GST) where Electric Vehicle is returned with less than 77% charge	Annexure C
<b>Electric Vehicle Recharge Fee</b>	S\$80 (Exclusive of GST) where Electric Vehicle is returned with less than 10% charge	Annexure C

Note all rental charges and recovery charges, including Excess amount and Loss Damage Waiver are as specified on Your Rental Document. Amounts indicated above are inclusive of GST and Admin Fees, with the exception of card fees and premium location surcharge.

# Annexure C

Tesla vehicles cannot be driven through an automatic car wash

## ELECTRIC VEHICLE TERMS AND CONDITIONS

If you rent an electric vehicle from Avis, you and any authorised driver acknowledge and agree to adhere to the following terms and conditions during the rental period:

- a) The daily rental rates of your rental vehicle do not include the cost of electricity required to charge an electric vehicle. Avis will provide our electric Vehicles with at least 77% charge, and we require you to return the vehicle with the same or greater charge level.
- b) Where a vehicle is returned with less than 77% charge, a service fee (as set out in table below) will be charged under the rental agreement by Avis.
- c) Where a vehicle is returned with less than 10% charge, an additional fee (as set out in table below) will be charged under the rental agreement. If the vehicle is returned with insufficient charge to relocate it to our closest rental depot and requires towing by Avis, all related fees will be charged under the rental agreement.
- d) All references to fuel charging costs on your rental agreement are superseded by these terms and conditions.
- e) Our electric Vehicles are provided to you with charging cables, which must be returned with the vehicle at the end of the rental period. Charging cables are not part of the standard excess coverage, and if they are not returned you will be charged the full replacement cost of the cables.
- f) Any damage to a battery caused by impact to the under body of the vehicle due to careless driving including, without limitation, driving over gutters, curbs or driving along poor-quality roads at excessive speeds, is not covered by your standard excess. All reasonable costs associated with repairing or replacing this damage will be the responsibility of the renter.
- g) If you choose to sign into any application within the car infotainment system, you are providing your consent by doing so. Signing out of this system at the end of your rental period is your responsibility and Avis will not be responsible for any future usage of your account where your details were not removed by you.
- h) You will be able to access Tesla superchargers to recharge Tesla vehicles. Any supercharger use is billed back to Avis, and you are responsible for these costs. Avis will on-charge these costs plus a reasonable administration fee on receipt of an invoice from Tesla. These charges will be billed to your original method of payment up to 30 days after your rental check in.
- i) You must return the Vehicle to the Avis location shown on the rental agreement unless you have informed Avis of a change prior to your return date and Avis has agreed to the change in writing. Please note a relocation fee may apply if the vehicle is not returned to the location shown on the Rental Agreement.
- j) **Tesla vehicles cannot be driven through an automatic car wash.** Damage that occurs from driving a Tesla vehicle through a car wash is excluded from your standard excess. All reasonable costs associated with damage caused by driving a Tesla vehicle through a car wash will be the responsibility of the renter.
- k) You must comply with all manufacturer specifications set out in the owner's manual.
- l) Our electric vehicles are fitted with electronic devices to monitor the vehicle location, usage, and servicing of your vehicle, including your speed, time, fuel consumption, distances travelled, and current and previous locations visited.
- m) 24-Hour Roadside Assistance is free for all inherent mechanical faults (as determined by Avis or its authorised repairer) related to the vehicle. For all other Roadside Assistance call outs including battery recharge, tyre related incidents, lost keys and keys locked in the vehicle, a service fee will be charged by Avis.

### Table of charges of vehicle recharge:

1) Greater than 77%	No Charge
2) Between 10%-76%	\$40 (Exclusive of GST)
3) Less than 10%	\$80 (Exclusive of GST)

# Annexure D

## TABLE A: WHERE YOU CAN DRIVE THE VEHICLE

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### List of Locations

- (1) Singapore
  - (2) Specified locations in Western Malaysia:
    - Johor Bahru
    - Malacca
    - Kuala Lumpur
    - Kuantan
    - Penang
    - Terengganu
- 

## TABLE B: WHERE YOU CANNOT DRIVE THE VEHICLE

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### List of Locations

- (1) Thailand, Hat Yai & surrounding islands and areas.
  - (2) Eastern Malaysia nor any other surrounding destination near Singapore that is not reachable by land using authorised roads.
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