



# ATC ASSETS TRADING PTE LTD

33 Kranji Link, Singapore 728665

Tel: 6861 0500 Fax: 6861 0400

Email: atc-assets@hotmail.com | Website: atc-assets.com | Co. Reg. No. / GST R No. 200921854G

## ATC ASSETS TRADING PTE LTD RENTAL AGREEMENT

### 1. DEFINITIONS

- 1.1. In these Terms and Conditions the term or expression "Company" means ATC ASSETS TRADING PTE LTD and where the context allow its employees, agents and subcontractors:  
"Contract (s)" shall include contracts entered into between the Company and the Customer for hire or rental of Equipment whether in form of Rental Agreement or as a result of a quotation being offered and accepted or otherwise and whether the contract has been made verbally or in writing.  
"Customer" means the party to whom the quotation is addressed, the party accepts or is deemed to have accepted the quotation, the party named in the Rental Agreement and includes unless the context other requires, his principals, the Operators or any other persons implicitly or not appointed by the Customers.  
"Operator" means the duly licensed person operating or handling the Equipment or any other person(s) implicitly or not appointed by the Customer who shall for the Period of Hire be deemed to be an agent of the Customer.  
"Hire" means the sum or sums stated in the quotation or Rental Agreement as being payable by the Customer to the Company for the Customer's use of the Equipment during the Period of Hire.  
"Period of Hire" means the period between the time the Equipment is received by the customer to the time the Equipment is returned (off hired) or Rental Agreement is terminated or as stated in the quotation or Rental Agreement.  
"Property" means the building or premise within which the Equipment is operating during the Period of hire or time as stated in the Rental Agreement.  
"Rental Agreement" means the written agreement in the prescribed form incorporated these Terms and Conditions entered in between the Company and Customer for the hire or rental of Equipment.  
"Equipment" means the equipment, machinery or vehicles made available for use by Customer as prescribe in the Rental Agreement.
- 1.2. References in these Terms and Conditions to any party shall include their respective heirs, successors in title, permitted assigns and personal representatives.

### 2. APPLICATION

- 2.1. These terms and conditions apply to all service undertaken by the Company and to all contractor(s). Where any offer has been made for the provision of services whether by quotation or otherwise, it shall be deemed to have been accepted by the Customer upon the Customer making reservations with or placing a booking with or instructing the Company to perform any obligation or matter in connection with the service offered, or as stated in the quotation or Rental Agreement or the signed of the rental agreement, whichever is earliest.

### 3. CUSTOMER'S OBLIGATIONS

- 3.1. The Customer shall be responsible for obtaining and maintaining any insurance, license, permit or government regulations or requirements to enable legal and safe operation of the Equipment.
- 3.2. The Customer shall be responsible and maintain the Equipment in good running condition with daily checks and refill of water and fuel.
- 3.3. All costs of repairs for any damage, malfunction or breakage caused by mishandling or abuse shall be borne by the Customer.
- 3.4. The Customer is responsible for tyre damages and punctures and any other damages beyond normal wear and tear. The customer is also responsible for maintaining all fluid levels and lubricating points on a daily basis.

### 4. INDEMNITY

- 4.1. The Customer shall indemnify the Company fully against any fines, taxes, payment losses, damages, claims, liabilities and demands of whatsoever nature sustained or incurred by or made upon the Company arising from any breach by the Customer of any Terms and Conditions or legal of statutory requirements.
- 4.2. The Company shall not be responsible for any forms of damage or delay whatsoever caused by before, during or after the Period of hire of the Equipment.

### 5. RENTAL DAY OR MONTH

- 5.1. Rental Day or Month shall be defined as opposed to the calendar days (e.g. Equipment received on site on Wednesday 3.00pm and collected on the following Friday 3.00pm, the Rental period is 2 days)

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## 6. RETURN OF EQUIPMENT (OFF HIRE)

- 6.1. Clear written instruction must be received by the Company given at least 24 hours notice for termination or cease of Rental Agreement (Off hire) of the equipment.
- 6.2. The Equipment will be deemed to be on hire until such time or instruction from the Customer is received by the Company or after Equipment is collected or returned.

## 7. CANCELLATION

- 7.1. In the event of cancellation of any booking or termination of the Rental Agreement by the Customer prior to starting Period of Hire, the Company shall impose a forfeiture of 50% deposit of the Hire if the cancellation notice is received less than 3 days but more than 24 hours before the start of the Period of hire and a forfeiture of 20% deposit of the Hire if the cancellation notice is received less than 24 hours before the start of the Period of Hire.

## 8. EARLY RETURN OF EQUIPMENT

- 8.1. **No refund will be made for the numbers of days unused should the Customer decide to terminate or cease Rental Period earlier than as stated in the Rental Agreement.**

## 9. SUBSTITUTION

- 9.1. The Company reserves the right to substitute another Equipment of the same or better quality stated in the quotation or Rental Agreement for any reason whatsoever without incurring any liability whatsoever to the Customer.

## 10. EQUIPMENT BREAKDOWN

- 10.1. The Company shall respond to Equipment Breakdown in the earliest and most efficient manner within proper time and control.
- 10.2. In the event the Company is unable to rectify the Breakdown with 24 hours, the Company shall waive the Hire for the days affects.
- 10.3. All cost of repairs for any damage, malfunction or breakage caused by mishandling or abuse shall be borne by the Customer.

## 11. MAINTENANCE

- 11.1. The customer is responsible for daily, weekly maintenance of the machine
- 11.2. The Company shall be responsible for the regular monthly and quality maintenance of Equipment during the rental period.

## 12. INSPECTION

- 12.1. The Customer shall be responsible to allow and make all necessary arrangement to facilitate any random inspection provided request made in advance by the Company to access the Equipment for any inspection or maintenance or likewise.

## 13. GOVERNING LAW

- 13.1. These Terms and Conditions shall be governed by and construed in accordance with the Singapore Law.

## 14. BREAKDOWN / SERVICE HOTLINE

For Breakdown / Service, please call **Mohan 9002 0947 / Office 9125 2088**

During office hours: 8.30am to 7.00pm

After office hours: 7.00pm to 12.00am - \$200 per trip / 12.00am to 8.30am - \$300 per trip

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## **Important Note:**

1. For Breakdown / Service, please call **Mohan 9002 0947 / Office 9125 2088**  
During office hours: 8.30am to 7.00pm  
After office hours: 7.00pm to 12.00am - \$200 per trip / 12.00am to 8.30am (\$300 per trip)
2. Delivery & Collection Hours: 9.00am to 6.00pm (Monday – Saturday)
3. Lost Key: \$25
4. Air Lock: \$80
5. Diesel: Please ensure that the tank is ¼ filled when return. Top up of diesel will be charged at \$80.00
6. Electric / Battery Boom lift and Scissor lift must be fully charged when return.
7. No cement mixing is allowed on platform. Additional cleaning charges may apply
8. Boom lift and scissor lift must be operated on consolidated ground surface with even terrain only (Site safety personal to check and ensure compliance)

## **Terms and Condition:**

Equipment described above is rented pursuant to the terms and conditions set out on this page and on the reserve side. Customer confirms that he has read and agrees to all these conditions. In particular, the obligation to insure, to pay rates, interest, replacement value and to indemnify lessor for losses and expense in the circumstances set out overleaf.

If the above is agreeable with you, kindly sign and stamp below and mail it to us at [atc-assets@hotmail.com](mailto:atc-assets@hotmail.com), or fax back to us at fax number: 6861 0400 for confirmation of our services. Please do not hesitate to contact me for further clarification at **6861 0500 (Office)**.

Thank you for renting from ATC ASSETS TRADING PTE LTD

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