

## **TERMS & CONDITIONS OF RENTAL AGREEMENT:**

The Rental Agreement ("**Agreement**") is entered into between Mayflower Car Rental Sdn. Bhd. ("**MCR**"), and the person whose name and particulars are as set forth in the "Renter Information" segment of the Agreement ("**Renter**").

The Renter is desirous of hiring the vehicle, the particulars of which are as set forth in the "Vehicle Information" segment of the Agreement ("**Rental Vehicle**"), from MCR, and MCR has agreed to let the Rental Vehicle to the Hirer, subject to the terms and conditions as follows.

### **1. OWNERSHIP OF THE RENTAL VEHICLE**

- 1.1 The Renter hereby acknowledges that the Rental Vehicle shall at all times remain the property of MCR, and the Renter shall acquire no rights to the Rental Vehicle other than the right to use the Rental Vehicle as a Renter and in accordance with the terms of this Agreement, and the Renter shall not do or permit or cause to be done any matter or thing whereby the rights of the MCR in respect of the Rental Vehicle may be prejudicially affected.

### **2. DISCLAIMER**

- 2.1 Save as otherwise provided in this Agreement, MCR makes no other warranties to the Renter in relation to the Rental Vehicle. To the maximum extent permitted by law, MCR hereby disclaim all express, implied or statutory conditions, representations and warranties, including but not limited to any implied warranty or condition of merchantability and fitness for a particular purpose in respect of the Rental Vehicle.

### **3. RENTAL & ADDITIONAL CHARGES**

- 3.1 The rental charges for the Rental Vehicle shall be as stipulated in the "Rental Charge" segment of the Agreement ("**Rental Charges**").
  - 3.2 Where applicable, the Renter may also be liable to pay any one or more of the following additional charges to MCR:
    - (a) **Delivery Charges:** where MCR has been requested by the Renter to deliver the Rental Vehicle to any location other than the MCR's office from which the Rental Vehicle is hired ("**Rental Location**");
    - (b) **Pick-up Charges:** Where MCR has been requested by the Renter to collect the Rental Vehicle from any location other than the Rental Location;
    - (c) **Drop-off Charges:** Where MCR has been requested by the Renter to collect the Rental Vehicle from any location which is situated in a different city or state from the Rental Location;
    - (d) **Out of Hours Charges:** Where MCR has been requested by the Renter to deliver or collect the Rental Vehicle at a time which is beyond MCR's business hours, which is 8:30a.m. to 6:00p.m. (Peninsular Malaysia); 8:00a.m. to 5:00p.m. (East Malaysia) ("**Business Hour**"); and
    - (e) Such other charges as may be provided under this Agreement.
- (each, an "**Additional Charge**" and collectively, "**Additional Charges**")

- 3.3 The Renter shall promptly pay the Rental Charges and/or Additional Charge(s) on or before the due date as may be indicated by MCR to the Renter in writing ("**Due Date**").
- 3.4 In the event of any default in the payment of the Rental Charges and/or Additional Charge(s) by the Renter, MCR shall be entitled to impose a late payment interest at the rate of **eighteen per centum (18%) per annum** on the outstanding Rental Charges and/or Additional Charge(s) ("**Late Payment Interest**").
- 3.5 The Rental Charges and/or Additional Charges shall be paid by way of cheque and/or credit card. Where the payment is made by way of credit card:
- (a) MCR accepts the following credit cards: MasterCard, Visa and American Express;
  - (b) MCR will not accept any third party credit cards: the credit card presented must be in the name of the Renter;
  - (c) The Renter's credit card shall have a validity period of at least one (1) year from the date of this Agreement.

#### **4. TAXATION**

- 4.1 All rates, charges, payments and other amounts payable under this Agreement are subject to, and exclusive of, any applicable taxes and regulatory surcharges now or hereafter levied as a direct consequence of the Parties entering into this Agreement or with respect to the performance of this Agreement. The Parties hereby agree to pay respectively, any and all taxes arising from this Agreement in the manner prescribed by the applicable laws of Malaysia now in effect or that may become effective during the term of this Agreement.
- 4.2 In the event any Goods and Services Tax ("**GST**") is imposed by the relevant Malaysian authorities on the Rental Charges, Additional Charges and/or such other charges as may be payable by the Renter to MCR, MCR shall be entitled to charge the Renter such GST, and the Renter hereby agrees to bear the GST.

#### **5. USE OF THE RENTAL VEHICLE**

- 5.1 Designated Driver(s) for the Rental Vehicle:
- (a) The Rental Vehicle shall only be driven by the Renter and/or any other person(s) who has been authorized by MCR and added to the Agreement (collectively, the "**Designated Drivers**"):
    - i. The Designated Driver(s) shall be between the ages of twenty-one (21) years old to sixty-five (65) years old. The Renter shall obtain MCR's prior written consent in the event any of the Designated Driver(s) is below the age of twenty-one (21) years old, or exceeds the age of sixty-five (65) years old;
    - ii. The Renter shall obtain MCR's prior written approval before effecting any changes to the list of Designated Driver(s);
    - iii. None of the Designated Driver(s) shall have suffered or is suffering from any physical infirmity and/or defective vision or hearing which may impair his/her driving abilities;

- iv. None of the Designated Driver(s) shall have been convicted at any time during the past five (5) years for any traffic offences;
  - v. None of the Designated Driver(s) shall be a probationary license holder;
  - vi. None of the Designated Driver(s) shall have been refused or cancelled his/her motor insurance policy;
  - vii. The Designated Driver(s) shall have a valid driving license, or where the Designated Driver is a non-Malaysian citizen, a valid international driving license, for more than two (2) years.
- (b) Any wrongful use of the Rental Vehicle and/or any use of the Rental Vehicle in breach of the terms of this Agreement by the Designated Driver(s) shall be deemed as a breach by the Renter.

5.2 The Renter shall:

- (a) Ensure that the Rental Vehicle shall not be used:
  - i. Whilst under the influence of alcohol or drugs;
  - ii. For any purpose for which it is not expressly designed;
  - iii. For commercial purpose, including but not limited to carrying passengers or property for hire;
  - iv. To propel or tow any vehicle or other object;
  - v. To participate in any race, test or contest;
  - vi. In any manner whereby the Rental Vehicle will be loaded beyond its permitted capacity;
  - vii. For any illegal and/or unlawful purposes;
  - viii. To carry any item(s) that will discharge any unpleasant odors (e.g. pets, durians, salted fish and etc.). Smoking in the Rental Vehicle is also strictly prohibited. The Renter shall be liable to reimburse MCR for all costs incurred to eliminate such odors and the loss of rental days of the Rental Vehicle.
- (b) not do or attempt to do any act which may infringe upon the ownership or interests of MCR in the Rental Vehicle or which may affect the policy or policies of insurance on the Rental Vehicle;
- (c) not affect any mechanical or other modification to the Rental Vehicle, make any alterations or additions, or fit any towing equipment or other accessories or non-standard tyres to the Rental Vehicle without the prior written consent of MCR;
- (d) not remove or interfere with any identification marks or plates affixed to the Rental Vehicle, nor attempt or purport to do so nor permit the same;
- (e) not deface the paintwork or bodywork of the Rental Vehicle nor add or erect any painting, sign-writing, lettering, or advertising to or on the Rental Vehicle;

- (f) not take or allow the Rental Vehicle to be taken out of Malaysia without the prior written consent of MCR, and in the event such written consent is being given, MCR may impose such terms and conditions as it may deem fit;
- (g) bear the loss and/or cost of the repair or rectification of any damage to the Rental Vehicle resulting from the negligence/ intentional act/ vandalizing act/ improper use of the Rental Vehicle by any of the Designated Driver(s), including but not limited to the following ("**Prohibited Use**"):-
  - i. where the Rental Vehicle is used and/or driven by any person other than the Designated Driver(s);
  - ii. where the Rental Vehicle is used for committing an illegal or unlawful act;
  - iii. where the Rental Vehicle is driven by the Designated Driver whilst under a state of intoxication by any substance;
  - iv. where the Rental Vehicle is driven on any beach or in any other area exposed to saltwater;
  - v. where the Rental Vehicle is driven in any area or under any circumstances where the Rental Vehicle may or does become partially or totally immersed in water;
  - vi. where the Rental Vehicle may or does sustain damage to the body or undercarriage as a result of making contact with a stationary object overhanging or on the road surface, including where the Rental Vehicle is driven or attempted to be driven under, over or around any such object;
  - vii. where the damage to the Rental Vehicle is caused by a collision with a human or an animal, or by the Designated Driver whilst avoiding a collision with a human or an animal;
  - viii. where the Rental Vehicle and/or its keys are left unsecured;
- (h) be liable for all missing, stolen or broken parts and/or accessories of the Rental Vehicle as stipulated in the "Vehicle Checklist" form;
- (i) be liable for the costs of replacement of any loss car key(s) and/or the costs for the creation of any additional car key(s) for the Rental Vehicle;
- (j) look after the Rental Vehicle and ensure that it is properly locked and secured and parked in a safe place when not in use;
- (k) be solely responsible at its own costs for the condition and maintenance of the Rental Vehicle as follows:-
  - i. checking and adjusting as necessary the radiator battery and engine fluid levels of the Rental Vehicle;
  - ii. cleaning the exterior, interior and upholstery of the Rental Vehicle;
  - iii. replacing any shattered, broken or splintered windscreens or windows to the Rental Vehicle, unless where the Renter has purchased the "Windscreen Protection Waiver, in which case the Renter shall only be liable to pay the amount as stipulated in the "NW Excess" column for "Windscreen Protection" in the Agreement; and

- iv. ensuring that the Rental Vehicle has sufficient engine oil, water, correct tyre pressure.

5.3 Parking & Traffic fines:

- (a) The Renter shall be solely liable for all parking fees, traffic fines, penalties or summonses incurred in respect of the Rental Vehicle during the Rental Period (as defined hereinafter below).
- (b) MCR shall be entitled to charge against the Renter's credit card, upon receiving any notifications from the relevant Malaysian authorities for any parking fees, traffic fines, penalties or summonses incurred by the Renter during the Rental Period (as defined hereinafter below), together with an additional administration fee of RM10.00 (subject to the prevailing GST charges).

5.4 The Renter shall defend, indemnify and hold harmless MCR from and against all damages, liabilities, costs, expenses (including, without limitation, reasonable legal fees), claims or judgment that arise out of or results primarily from:

- (a) any negligence, omission or willful misconduct of the Renter and/or Designated Driver(s) in the use of the Rental Vehicle; and/or
- (b) the Renter's breach of any of its obligations, duties and/or representations and warranties under this Agreement.

5.5 Repossession of the Rental Vehicle by MCR:

- (a) MCR shall be entitled to repossess the Rental Vehicle without sending any notice to the Renter where:
  - i. The Renter has failed to pay the Rental Charges for more than fourteen (14) days after the Due Date; and/or
  - ii. There has been a breach in the use of the Rental Vehicle by the Renter, and the Renter has failed to remedy the breach within three (3) days after receiving a written notice from MCR requiring the Renter to remedy the breach.

To the fullest extent permitted by law, the Renter hereby agrees to waive any right to any hearing or to receive any notice or legal process as a pre-condition for MCR to repossess the Rental Vehicle.

- (b) The Renter hereby authorizes MCR to enter any premises owned or occupied by the Renter, or where necessary, to make all reasonable efforts to secure and obtain the right, license and/or permission for MCR to enter any premises for purposes of recovering and repossessing the Rental Vehicle.
- (c) The Renter shall reimburse MCR for all costs and expenses incurred in the recovery and repossession of the Rental Vehicle, and shall indemnify MCR against any and all claims which may be brought by any third party against MCR arising out of or resulting from MCR's recovery or repossession of the Rental Vehicle.

- 5.6 Save as otherwise provided in this Agreement, MCR shall not be liable to the Renter for:
- (a) the loss or damage to any property left, stored, loaded or transported in or upon the Rental Vehicle by the Renter and/or any of the Designated Driver(s) during the Rental Period (as defined hereinafter below). The Renter hereby agrees to release, indemnify and hold MCR harmless from any claims for the loss or damage to such property;
  - (b) any indirect or consequential loss or damage (including, without limitation, any loss of actual or anticipated profits, loss of revenue, loss of business, loss of opportunity, loss of goodwill and loss of reputation) or punitive damages, regardless of the basis of the claim, whether in contract, tort, strict liability or other legal or equitable theory, whether or not MCR has been advised of the possibility of such claim, loss, demand or damages.

## **6. SERVICE & MAINTENANCE OF THE RENTAL VEHICLE**

- 6.1 If the Renter experiences any problem with the Rental Vehicle during the Rental Period (as defined hereinafter below) (e.g. due to accident or mechanical failure), the Renter may seek assistance by dialing the toll-free number of 1800-88-1688.
- 6.2 The Renter shall not and shall not allow any third party to carry out any service and/or maintenance work on the Rental Vehicle without having obtained MCR's prior written consent.

## **7. REPLACEMENT VEHICLE**

- 7.1 MCR shall not be obliged to provide any replacement vehicle to the Renter.

## **8 INSURANCE & COLLISION DAMAGE WAIVERS ETC.**

- 8.1. The Rental Charges of the Rental Vehicle is inclusive of car insurance coverage of:

- (a) Unlimited liability for death or injury to third parties; and
- (b) Property damage liability up to **RM3,000,000.00** only on **per occurrence basis**.

The aforesaid insurance coverage shall only be effective provided if the Renter and/or the Designated Driver(s):

- i. shall have lodged a police report on the accident; and
- ii. shall have reported the accident to MCR

within twenty four (24) hours from the time of the accident.

- 8.2. Upon the specific request by the Renter, the Rental Charges may also be inclusive of any one or more of the following insurance, as may be indicated in the Agreement:

- (a) Collision Damage Waiver ("**CDW**");
- (b) Theft Waiver ("**TW**");
- (c) Personal Accident Insurance ("**PAI**"); and/or
- (d) Windscreen Protection Waiver.

The Renter may purchase any one or more of the above optional insurances by paying the additional fees as indicated in the Agreement.

8.3. CDW:

- (a) In the event any loss or damage is caused to the Rental Vehicle, the Renter shall be liable to pay the full costs of such loss or damage to the Rental Vehicle, including but not limited to the labour, towing and storage costs as well as a daily fee for MCR's loss of use of the Rental Vehicle.
- (b) However, if the Rental Charges of the Rental Vehicle is inclusive of CDW, the Renter's liability towards MCR in respect of the loss or damage caused to the Rental Vehicle shall be limited to a maximum liability as stipulated in the "NW Excess" column for "Collision Damage" in the Agreement.

8.4. TW:

- (a) If TW is not included in the Rental Charges of the Rental Vehicle, and the entire or part(s) of the Rental Vehicle is stolen, the Renter shall be liable for:
  - i. the costs of replacing the stolen vehicle or part(s) stolen from the Rental Vehicle up to a maximum responsibility amount, including but not limited the loss of rental days of the Rental Vehicle; and/or
  - ii. where only part(s) of the Rental Vehicle is stolen, the costs associated with the replacement the stolen part(s) and the recovery and storage of the Rental Vehicle immobilized as a result of the theft.
- (b) However, if the Rental Charges of the Rental Vehicle is inclusive of TW, the Renter's liability in respect of the stolen vehicle shall be limited to a maximum liability as stated in the "NW Excess" column for "Theft Waiver" in the Agreement.
- (c) TW shall not be applicable in respect of:
  - i. any theft of part(s) and/or accessory(-ies) of the Rental Vehicle only;
  - ii. any theft of the Rental Vehicle or its part(s) thereof which occurs when the Rental Vehicle is driven out of Malaysia (regardless if prior written consent has been given by MCR).

8.5. PAI:

- (a) If the Rental Charges of the Rental Vehicle is inclusive of PAI, death and permanent disability coverage to the Designated Driver(s) and the passenger(s) in the Rental Vehicle will be provided as follows:
  - i. Sedan cars & four-wheel drive: Insurance coverage for death and permanent disability up to **RM30,000.00** for the Designated Driver(s) and **RM10,000.00** per passenger, up to a **maximum of RM70,000.00 per vehicle** (i.e. up to a maximum of **ONE (1)** Designated Driver and **FOUR (4)** passengers per vehicle).
  - ii. Multi-purpose vehicle: Insurance coverage for death and permanent disability up to **RM30,000.00** for the Designated Driver(s) and **RM10,000.00** per passenger, up to **maximum of RM90,000.00 per vehicle** (i.e. up to a maximum of **ONE (1)** Designated Driver and **SIX (6)** passengers per vehicle).

8.6. CDW, TW and the Windscreen Protection Waiver shall only be effective subject to the Renter's compliance of the following:

- (a) the Renter shall have lodged a police report within twenty-four (24) hours of the loss/ damage/ theft of the Rental Vehicle;
- (b) Where applicable, the Renter shall obtain the names, identity card or passport number and addresses of all parties involved, including the witness(-es);
- (c) the Renter shall not have entered into any settlement relating to the loss, damage and/or theft of the Rental Vehicle without the prior written consent of MCR;
- (d) the Renter shall not have left or abandoned the Rental Vehicle without adequate provisions for safeguarding and securing the same;
- (e) the Renter shall promptly notify MCR of such accident and shall submit a duly completed "Motor Accident Report Form";
- (f) the Renter shall deliver all correspondence, writs or documents of any kind received by the Renter relating to such accident involving the Rental Vehicle and shall fully cooperate with MCR in the investigation and defence of any claim, prosecution or suit.

8.7. CDW, TW and Windscreen Protection Waiver shall not be applicable where:

- (a) the Rental Vehicle has been driven or operated in violation of the terms of the Agreement; and/or
- (b) there has been Prohibited Use of the Rental Vehicle by the Renter and/or the Designated Driver(s), as set forth in Clause 5.2(g) of the Agreement,

and the Renter shall be liable to pay MCR the **FULL** costs of the damaged/ stolen Rental Vehicle and/or part(s) thereof, including but not limited to the labour, towing and storage costs as well as MCR's loss of use of the Rental Vehicle.

## 9. RENTAL PERIOD

- 9.1 The rental period for the Rental Vehicle shall commence from the "Check Out Date & Time" and shall end at the "Check In Date & Time", as stipulated in the Agreement ("**Rental Period**").
- 9.2 If the Renter shall be desirous of continuing with the hiring of the Rental Vehicle after the expiry of the Rental Period, MCR may at its absolute discretion renew the Agreement on terms to be mutually agreed by the Parties, including the extension of any of the optional insurance purchased by the Renter.
- 9.3 In the event the Renter fails to return the Rental Vehicle to MCR upon the expiry of the Rental Period, the Renter shall be deemed to have agreed to extend the Rental Period, and the Renter shall continue to be liable to pay MCR the Rental Charges in respect of the Rental Vehicle, which shall be calculated on daily basis, commencing from the date immediately after the expiry of the Rental Period, until the date of return of the Rental Vehicle to MCR.

## 10. TERMINATION OF THE AGREEMENT

- 10.1 Either Party ("**Non-Defaulting Party**") shall be entitled to terminate the Agreement immediately by way of written notification to the other Party ("**Defaulting Party**"), provided only if:
  - (a) there has a breach of any of its covenant in this Agreement by the Defaulting Party;



- (b) the Non-Defaulting Party has notified the Defaulting Party of the breach by way of a written notice ("**Notice of Breach**"), and requiring the Defaulting Party to remedy the breach within seven (7) days from the date of the Notice of Breach; and
- (c) the Defaulting Party has failed to remedy the breach within the stipulated period.

10.2 Either Party may terminate this Agreement immediately by way of written notice to the other Party in the event of any of the following:

- (a) the other Party passes a resolution for its winding up, or a court of competent jurisdiction has made an order for that Party to be wound up or dissolved;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other Party;
- (c) the other Party convenes a meeting or proposes to make any arrangement or composition with its creditors; or
- (d) the other Party is deemed unable to pay its debts in accordance with Section 218(1)(e) of the **Companies Act 1965**;
- (e) the other Party ceases, or threatens to cease, to conduct all, or substantially all of its business.

Where the Renter is an individual, MCR may terminate this Agreement immediately by way of written notice to the Renter in the event of any of the following:

- i. the death of the Renter;
- ii. the Renter shall have an interim order in bankruptcy proceedings made against him, or has entered into a voluntary arrangement, or suffer the making of a statutory demand or the presentation of a petition for a bankruptcy order

## 11. CONSEQUENCES OF EXPIRY/ TERMINATION OF THE AGREEMENT

11.1 Upon the expiry or such early termination of the Agreement, the Renter shall:

- (a) pay to MCR the following within thirty (30) days from the effective date of expiry/ termination:
  - i. all arrears of the Rental Charges and/or Additional Charges; and
  - ii. any other sums which are or become due to MCR or to which MCR is entitled by way of damages under this Agreement;
- (b) forthwith return the Rental Vehicle to the Rental Location, or such other location, and at such date and time as may be instructed by MCR in writing (save where MCR has agreed to collect the Rental Vehicle from the Renter).

11.2 Return of the Rental Vehicle:

- (a) The Rental Vehicle shall be returned to the agreed location within MCR's Business Hours. If the Renter returns the Rental Vehicle to the agreed location outside of MCR's Business Hours, the Renter shall remain fully responsible for the Rental Vehicle until the Rental Vehicle is collected by MCR.

- (b) The Rental Vehicle shall be returned in good order, repair and condition (fair wear and tear resulting from the proper use of the Rental Vehicle exempted). MCR shall be entitled to charge the Renter such reasonable amount as may be necessary to restore the Rental Vehicle to pre-rental condition ("**Cleaning Charges**").

For purposes of this Agreement, "**fair wear and tear**" shall not include any of the following:

- i. in respect of the bodywork of the Rental Vehicle, the dents and scratches, which have penetrated to the base metal of the Rental Vehicle; dents, scratches or chips to the Rental Vehicle which, in the sole opinion of MCR, is excessive; penetration to the base metal of the Rental Vehicle due to birdlime acid; failure of color matching where repairs have been made; rust aggravated by lack of care and attention;
  - ii. in respect of the upholstery of the Rental Vehicle: stains or tear in seats, headlining or carpet;
  - iii. in respect of the engine of the Rental Vehicle: gearbox, clutch, axles , suspension, steering and brake or any part or parts thereof not being in good functioning order which is caused by the neglect or abuse of the Rental Vehicle by the Renter and/or the Designated Driver(s);
  - iv. in respect of the electrical parts of the Rental Vehicle: lighting and all other equipment connected to the electrical system within the Rental Vehicle or any part thereof not being in good functioning order which is caused by the neglect or abuse of the Rental Vehicle by the Renter and/or the Designated Driver(s); and
  - v. in respect of the tyres of the Rental Vehicle: uneven wear of tyres or slits in tyre walls.
- (c) The Rental Vehicle is let out with fuel level as specified in the "Vehicle Checklist" form and must be returned the same. The Rental Vehicle shall be filled only with unleaded petrol. In the event the Rental Vehicle is not returned with the specified fuel level, a refueling service charge, subject to the prevailing GST charges, as may be determined by MCR, shall be payable by the Renter to MCR:

11.3 The expiry/termination of this Agreement for whatsoever reason shall be without prejudice to the rights of either Party in respect of any antecedent breaches by the other Party.

11.4 The expiry/termination of this Agreement shall not affect the coming into force or the continuance in force of any provision(s) hereof which is expressly or by implication intended to come into or continue in force on or after such expiry/termination, including but not limited to Clauses 4, 5.4, 5.5 and 5.6 of this Agreement.

## **12 FORCE MAJEURE**

12.1 No Party hereto shall be under any liability to the other Party in any way whatsoever for the failure or delay to perform any of its obligations under this Agreement due to any cause arising out of war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, explosion, Act of God or the requisitioning or other act or order by any government department, council or other constituted body, or any other event or circumstance which could not have been foreseen and/or prevented by that Party with reasonable precautions (collectively, the "**Force Majeure Events**").

## **13 PERSONAL DATA PROTECTION**

- 13.1 To the extent that any personal data is received and being processed by the Parties during the course of performing their respective obligations under this Agreement, each of the Parties shall and shall obligate its personnel entrusted with the processing of such personal data to do so in accordance with the applicable laws, and not process personal data in such a way as to cause the other Party to contravene the applicable laws, including but not limited to the **Personal Data Protection Act 2010**.

#### **14 MISCELLANEOUS**

- 14.1 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties hereto with respect to the subject matter of this Agreement and shall supersede all prior understandings and agreements, whether written or oral, between the Parties with respect to such subject matter.
- 14.2 **Costs.** Each Party hereto shall bear its own costs and expenses in respect of the negotiation, preparation and execution of this Agreement. However, the stamp duty payable in respect of this Agreement shall be borne and paid by the Renter.
- 14.3 **Time of the Essence.** Time wherever mentioned in this Agreement shall be of the essence in this Agreement.
- 14.4 **Modification.** Only an instrument in writing executed by an authorized representative of both the Parties hereto may amend this Agreement.
- 14.5 **Assignment.** The Renter shall not be entitled to assign any of its rights and obligations under this Agreement without the prior written consent of MCR. Any purported assignment in contravention of this Clause shall be void.
- 14.6 **Notice.** All notices, demands or other communications required or permitted to be given or made hereunder shall be made in writing and delivered by personal service, prepaid registered post, email or facsimile at the address, email address and facsimile number as set out in the Agreement (or to such other address, email address and facsimile number as may be notified by either Party to the other pursuant to this Clause from time to time).
- 14.7 **Severability.** If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, such provision shall be fully severable and ineffective to the extent of its invalidity, illegality or unenforceability shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof in any way. This Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised a part hereof.
- 14.8 **Waiver.** Failure by either Party to enforce at any time any of the provision of this Agreement shall not be construed as a waiver of any continuing breach of any provision of any other provision of this Agreement or as a waiver of any rights under this Agreement. Waiver of any right, power, authority, discretion or remedy arising from a breach of this Agreement must be in writing and signed by the Party granting the waiver.
- 14.9 **Governing Law & Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of Malaysia. The Parties hereby agree to submit to the exclusive jurisdiction of the Malaysian courts in connection with any dispute arising out of or in connection with this Agreement.