



APPLICATION FORM (CORPORATE CARD ACCOUNT)

CORPORATE DATA

NAME OF COMPANY (in full)		Name Of Contact Person <input type="checkbox"/> Mr <input type="checkbox"/> Miss <input type="checkbox"/> Mrs <input type="checkbox"/> Mdm	
COMPANY NAME TO APPEAR ON CARD (19 LETTERS)		Job Title	
ADDRESS OF COMPANY		Telephone (Office) (Mobile)	
POSTAL CODE		Fax	
Tel:		Email	
Fax:		Nature Of Business	
NUMBER OF CARDS TO APPLY <small>(Please include details in attached nomination forms.)</small>		Date Of Incorporation Paid Up Capital	
		Company Registration Number	
		<small>(Please enclose company Business Profile, a deposit may be requested after credit assessment.)</small>	

MAILING ADDRESS

Billing Address (If different from above)

REFERENCE BANK

Bank / Branch

Bank Account No

STATEMENT OF APPLICATION

This is our Cabcharge card Account membership application. The person(s) named below is/are **duly authorised to apply for the membership and is/are authorised to approve the expenses incurred on behalf of our Company.** We hereby warrant that all the necessary corporate actions (including but not limited to the passing of the necessary resolutions) has been taken to authorise the execution of this application.

We hereby authorise all banks, financial institutions and all parties whom we may have an account or accounts to release opinions on our credit standing to Cabcharge Asia Pte Ltd from time to time at their request and without reference to us.

We hereby confirm that the authorisation granted above shall not only be for the purpose of assessing this application but shall also be for the purpose of the continuing operation of the Cabcharge Card Account if this application is approved.

If this application is approved, we agree to be bound by the terms and conditions stated overleaf and any alterations, amendments or additions thereto. We hereby confirm that all information submitted by us in connection with our application is true, correct and complete.

Authorised Signature _____

Name _____

Company Stamp _____

Position _____

Date _____

Cabcharge Asia Pte Ltd reserves the right to decline an application without giving any reason and is not obliged to respond to any request from an unsuccessful application.

FOR OFFICIAL USE

Account No

Approved By

Deposit

Effective Date

Corporate Credit Limit

Remarks

CABCHARGE CARD AGREEMENT

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the meaning set out against them:

"Account"	The account opened with CCA in the name of the Client at the request of the Client pursuant to this Agreement.
"Administrative Charge"	The administration charge agreed to be paid by the Client for the use by Cardholders of the CCA Card or the Departmental CCA Card to pay for Transactions.
"Authorised Drivers"	The authorised drivers of taxis of ComfortDelgro or the authorised drivers of taxis of any other taxi-cab company that is approved by CCA, which taxis are fully equipped for the acceptance of the CCA Card for payment of taxi fares.
"CCA"	Cabcharge Asia Pte Ltd.
"CCA Card"	The corporate travel card issued to the Cardholder by CCA pursuant to this Agreement.
"Cardholder"	Any person nominated and authorised by the Client and approved by CCA to use the CCA Card. A "Cardholder" shall include an authorised employee who for the time being holds or uses the Departmental CCA Card.
"Client"	The company, firm, organisation, body corporate or unincorporated or individual which has been granted the Facilities made available by the issue of the CCA Card or Departmental CCA Card.
"Departmental CCA Card"	The corporate travel card issued to any person who is nominated and authorised by the client, and approved by CCA, to hold it for the exclusive use of any authorised employee of the Client belonging to that particular department.
"Facilities"	The charge card facilities and any other facility granted or made available by CCA to the Client.
"Payment Due"	The amount stated in a Tax Invoice that is due and payable by the Client to CCA.
"Statement of Accounts"	The statement rendered at the end of each calendar month showing a consolidation of the amounts paid and the amounts outstanding and due as at the date of the statement.
"Tax Invoice"	The statement of account rendered weekly, fortnightly or monthly (such period to be determined by CCA in its absolute discretion) to the Client giving details of the Transactions and the amounts payable for Transactions made for that period pursuant to this Agreement.
"Transactions"	The taxi transportation transactions for which the Cardholder pays the taxi fare and the Administrative Charge by means of the CCA Card.
"Trip Detail Report"	The Transaction records created by the use of the CCA Card, that will include details and particulars of the date, time, taxi number and taxi fare.

1.2 Clause headings are inserted for convenience of reference only and shall be disregarded in the interpretation of this Agreement. In this Agreement, references to clauses are to be construed as references to clauses of this Agreement, words importing the singular shall include the plural and vice versa, references to the masculine gender shall include the feminine and vice versa, and references to persons shall be construed as references to an individual, firm, company, corporation, statutory body, government body, unincorporated body of persons, association or trust as the context may require.

2. CONSIDERATION

In consideration of CCA agreeing at the request of the Client to issue the CCA Card to the Cardholders or the Department CCA Card to the person(s) nominated and authorised by the Client, and to grant the Facilities to the Client for payment of taxi fares in the manner set out in Clause 12, the Client agrees to be bound by the terms and conditions of this Agreement as amended by CCA from time to time.

3. CONDITIONS OF USE OF THE CCA CARD

- The Client agrees:-
- that the CCA Card is at all times the property of CCA;
 - that CCA may send any CCA Card to the Client, at the Client's risk, by post to the address of the Client provided in the CCA Card application form that is submitted by the Client;
 - to take all necessary measures to ensure that the Cardholder to whom a CCA Card is issued immediately signs on the same upon receipt from CCA or the Client (as the case may be) and duly complete and return the acknowledgement of receipt to CCA;
 - to take all necessary measures to ensure that every Cardholder safeguards his CCA Card;
 - that the CCA Card is not transferable and shall take all necessary measures to ensure that the Cardholder uses his CCA Card in a proper manner and not permit or suffer the same to be used by any unauthorised person;
 - that upon the written request of CCA or its agents, it shall immediately surrender any CCA Card to CCA, or in the event that any CCA Card is in the possession of a Cardholder, to take all necessary measures to ensure that such Cardholder immediately surrenders the same to CCA;
 - to promptly notify CCA in writing of any change in the business of the Client or the termination of employment of any Cardholder, or any change in the address of the Client or of any Cardholder;
 - to update the particulars of the Client or that of any Cardholder at written request of CCA from time to time;
 - to provide CCA with any information that CCA reasonably and lawfully requests about any Cardholder's use of the CCA Card, and supply CCA with any records or supporting documents relating thereto which CCA may request, and to co-operate in any investigation or litigation arising out of or in connection with the use of such CCA Card;
 - that CCA may impose a limit on the Facilities granted to the Client for the CCA Card, which limit may be varied by CCA from time to time; and
 - that CCA may impose on each Cardholder a limit on:-
 - the total number and value of Transactions that may be made each day through the use of the CCA Card; and
 - the total value of Transactions that may be made each month through the use of the CCA Card.
- Provided always that the limits referred to above may be varied by CCA from time to time and shall be cumulative and make up the limit referred to in Clause 3(x).

4. CONDITIONS OF USE OF THE DEPARTMENTAL CCA CARD

- The Client agrees:-
- that the Departmental CCA Card is at all times the property of CCA, and that the Client shall be solely responsible for safeguarding the same;
 - that CCA may send any Departmental CCA Card to the Client, at the Client's risk, by post to the address of the Client provided in the Departmental CCA Card application form submitted by the Client;
 - to take all necessary measures to ensure that the person(s) nominated and authorised by the Client to whom a Departmental CCA Card is issued immediately upon receipt from CCA or the Client (as the case may be) of same, duly complete and return the acknowledgement of receipt to CCA;
 - to take all necessary measures to ensure that the Department Head and all authorised persons entitled to use the Departmental CCA Card shall safeguard the same;
 - to take all necessary measures to ensure that the Department Head and/or a Cardholder uses the Departmental CCA Card in a proper manner and not permit or suffer the same to be used by any unauthorised person;
 - that upon the written request of CCA or its agents, it shall immediately surrender any Departmental CCA Card to CCA, or in the event that any Departmental CCA Card is in the possession of a Cardholder, to take all necessary measures to ensure that such Cardholder immediately surrenders the same to CCA;
 - to promptly notify CCA in writing of any change in the business of the Client or the termination of employment of the Department Head, or any change in the address of the Client or of the Department Head;
 - to update the particulars of the Client or that of the Department Head, upon written request of CCA from time to time;
 - to provide CCA with any information that CCA reasonably and lawfully requests about any Cardholder's use of the Departmental CCA Card, and supply CCA with any records or supporting documents relating thereto which CCA may request, and to co-operate in any investigation or litigation arising out of or in connection with the use of such Departmental CCA Card;
 - that CCA may impose a limit on the Facilities granted to the Client for the Departmental CCA Card which limit may be varied by CCA from time to time; and
 - that CCA may impose on the Department Head a limit on:-
 - the total number and value of Transactions that may be made each day through the use of the Departmental CCA Card; and
 - the total value of Transactions that may be made each month through the use of the Departmental CCA Card.
- Provided always that the limits referred to above may be varied by CCA from time to time and shall be cumulative and make up the limit referred to in Clause 4(x).

5. ISSUANCE OF THE CCA CARD OR DEPARTMENTAL CCA CARD

The CCA Card and/or the Departmental CCA Card shall be issued for use by the respective Cardholders for and on behalf of the Client for charging the payment of the taxi fare and Administrative Charge to the Account.

6. LOSS OF THE CCA CARD OR DEPARTMENTAL CCA CARD AND LIABILITY

- The Client shall be liable for any and all completed Transactions effected through the use of the CCA Card or Departmental CCA Card whether or not authorised by the Client and whether or not the limits referred to in Paragraphs 3(x), 3(xi), 4(x) or 4 (ii) (as the case may be) have been exceeded, and agrees to pay CCA all monies due or payable or unpaid on the Account together with all late payment charges, if any.
- In the event any CCA Card or Departmental CCA Card is lost or stolen or used without the authorization of the Client, the Client shall immediately notify CCA and the police of the loss, theft or unauthorised use of the same. The Client shall be liable to CCA for all charges incurred prior to the date of such notification.
- The Client shall send to CCA a written confirmation of the loss, theft or unauthorised use together with a copy of the police report within 3 days of the aforesaid notification.
- CCA may, in its absolute discretion, issue a replacement for any CCA Card or Departmental CCA Card lost or stolen on the same terms and conditions contained in this Agreement and shall charge a replacement fee of S\$5.00 (not inclusive of any goods and services tax) for each replacement; CCA Card or Departmental CCA Card, or such other sum CCA may fix from time to time for issuing replacements.
- Any CCA Card or Departmental CCA Card notified to CCA as lost or stolen shall be treated as cancelled. In the event the Client or the Cardholder (as the case may be), recovers the lost or stolen CCA Card or Departmental CCA Card, the Client or the Cardholder shall return the recovered CCA Card or Departmental CCA Card immediately to CCA unused and duly cut in half.

7. EXCLUSION OF LIABILITY

- CCA shall not be liable to the Client and/or any Cardholder, whether directly or indirectly for any damage, injury or loss whatsoever, howsoever incurred or suffered as a result of any act, omission, default or delay of CCA, its servants or Authorised Drivers, including the refusal of Authorised Drivers to honour or accept the CCA Card or the Departmental CCA Card.
- CCA shall not be liable for any defect in the services rendered by an Authorised Driver and paid for by the use of the CCA Card or Departmental CCA Card. Any claim or dispute with the Authorised Driver shall be settled between the Client and/or the Cardholder (as the case may be) and the Authorised Driver without any payment under Clause 12 being delayed, withheld or refused. The liability of the Client to CCA shall not be affected by such dispute, or any counter-claim or right of set-off which the Client may have against the Authorised Driver.
- The Client shall not hold CCA liable if CCA is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system, terminal or transmission link or to any industrial, dispute or anything beyond the control of CCA, its servants, agents or sub-contractors. If CCA is unable to send a Tax Invoice to the Client, the liability of the Client shall continue, and for the purpose of calculating late payment charges, if any, or establishing the date on which payment is due, CCA may select a date in each relevant period as the date on which the Tax Invoice was to have been issued.

8. EVIDENCE OF CHARGES INCURRED

- CCA shall be entitled to treat any duly completed sales draft, transaction record, credit voucher, receipts or other charges record bearing the imprint or other reproduction of embossed information contained on the CCA Card or Departmental CCA Card as evidence of a charge properly incurred by the Client to be debited to the Account.

- The Client agrees that CCA's records of all the Transactions shall be conclusive and binding on the Client for all purposes.

9. TRIP DETAIL REPORTS

- CCA will keep and maintain Trip Detail Reports for completed Transactions. A Trip Detail Report prepared for the relevant period will accompany the Tax Invoice that is rendered to the Client in accordance with Clause 12.1.
- The Client hereby agrees:-
 - that CCA's Trip Detail Reports shall be conclusive and binding on the Client for all purposes;
 - that CCA shall not be obliged to provide it with any other record or supporting document that relates to any Trip Detail Report;
 - that CCA's Trip Detail Reports shall not be deemed or treated as an audit document or record for any purpose; and
 - not to dispute, delay, withhold or refuse payment in accordance with Clause 12 on the ground that any document referred to in Clause 9.2(i)(ii) is not available or lacking.

10. SEARCH FEE

CCA shall be entitled to charge a search fee of S\$10.00 for furnishing the Client with replacement copies of sales drafts and receipts for completed Transactions at the written request of the Client. The fee for each replacement copy of the sales draft or receipt requested for each Transaction shall be S\$2.00. The charges imposed by CCA shall be subject to review and may be varied by CCA from time to time at its absolute discretion and is not inclusive of goods and services tax.

11. ADMINISTRATIVE CHARGE

- The Client shall pay to CCA the Administrative Charge which shall be equivalent to 10% of the taxi fare (not inclusive of goods and services tax) or such other rate as CCA may fix from time to time.
- CCA shall impose a minimum Administrative Charge of S\$10.00 or such other amount as CCA may fix from time to time for each billing period when no Transactions are made.

12. PAYMENT

- CCA shall render Tax Invoices to the Client for all monies due, payable or unpaid for completed Transactions.
- The Client shall pay in full to CCA the amount stated to be Payment Due on or before the due date stated in such Tax Invoice. Any discrepancy or error in the Tax Invoice must be reported in writing to CCA within 7 days from the date of receipt of such Tax Invoice, failing which the Tax Invoice shall be conclusive evidence of the liability of the Client to CCA of the amount stated therein, and binding on the Client for all purposes. Where there is a dispute as to the validity of the charges, the Client shall pay CCA the full sum due which is not in dispute on or before the due date.
- If full payment is not received by the due date stated in the Tax Invoice, CCA:-
 - shall be entitled to impose on the Client a late payment charge of 1.5% per month or at such rate as CCA may fix from time to time with daily rests on the balance outstanding from the due date until full payment is made; and
 - may in its absolute discretion, without assigning any reason, decline to honour any subsequent Transaction(s) made by any or all Cardholders of the Client with the use of the CCA Card or Departmental CCA Card.
- At the end of each calendar month, CCA shall issue a Statement of Accounts showing the aggregate charges and the applicable service fee which have been paid or are payable as at the date of the Statement of Accounts.
- All payments shall be made in Singapore dollars.

13. PRIORITY OF PAYMENTS

Any payments made by the Client to CCA shall not be considered to have been made until the relevant monies have been received by CCA, and shall be credited to the Account in such priority as CCA in its absolute discretion shall think fit. Provided that CCA may apply the Client's payment firstly in or towards payment of all late payment charges, if any, and secondly in or towards payment of all other Transactions made by the Cardholders. Under each of the aforesaid categories, priority shall be given to satisfy the outstanding amount due for the longest period.

14. DEPOSIT

The Client shall, if required by CCA, deposit with CCA such amount as CCA may require from time to time. CCA shall have the right to deduct from this deposit any payment which may be due or payable to CCA in respect of any outstanding claims by CCA against the Client under this Agreement which the Client may have omitted to settle. Upon termination of this Agreement, CCA shall return the deposit, without interest, to the Client less such amount as may have been deducted by CCA for such claims.

15. VARIATION OF AGREEMENT

The Client may from time to time by written notice to the Client modify the terms and conditions of this Agreement including without limitation the terms of payment by the Client and the late payment charge. Such notice shall be effective to have been received by the Client two days after posting of the same to the last known address of the Client. Such modifications shall come into force on the effective date specified by CCA in the notice ("Effective Date") and will apply to all outstanding balances in the Account as at that date.

The retention or use of any CCA Card or Departmental CCA Card after the Effective Date will constitute acceptance of such modifications without reservation by the Client. If the Client does not accept the proposed modifications, the Client shall, determine the Agreement by written notice to CCA and forthwith stop the use of any CCA Card or Departmental CCA Card by the Cardholder(s). The Client shall thereafter obtain each CCA Card or Departmental CCA Card from the Cardholder(s) and return the same to CCA duly cut in half prior to the Effective Date.

16. TERMINATION

The Client may at any time terminate this Agreement and the use of the CCA Card or Departmental CCA Card by at least 30 days written notice to CCA and by obtaining and returning each CCA Card or Departmental CCA Card issued duly cut in half. The Client shall remain liable for all Transactions effected through the use of any CCA Card or Departmental CCA Card prior to receipt by CCA of such written notice and the return of each and every CCA Card or Departmental CCA Card.

CCA may at any time terminate this Agreement and the use of the CCA Card or Departmental CCA Card by written notice to the Client at its last known address. Such termination shall take effect from the date of termination specified in such written notice. The Client shall immediately after termination return each and every CCA Card or Departmental CCA Card to CCA duly cut in half.

This Agreement and the use of the CCA Card or Departmental CCA Card shall be terminated forthwith and without notice:-

- if the Client or any of its creditors takes or institutes any action or proceeding, whether voluntary or compulsory, having for its object the winding up of the Client (other than a voluntary winding up) by the members for the purpose of reconstruction or amalgamation, or if a meeting of the Client's creditors is called, or if a receiver or official manager or judicial manager be appointed in respect of all or any of the Client's property, business or undertaking, or if a distress or execution is threatened or levied on or against all or any part of the Client's property, or if the Client enters into a composition or other arrangement with its creditors;
- if the Client, being an individual, dies, or if a partnership, any one or more of the partners, dies; or
- if the Client, being an individual or, if a partnership, any one of the partners, commits an act of bankruptcy or makes or enters into any deed or arrangement or composition with its creditors or suffers or allows any execution whether legal or equitable to be levied on its property or obtained against itself.

CCA may at any time in its absolute discretion without giving notice and assigning any reason to the Client revoke the right and authority of a Cardholder to use his CCA Card or Departmental CCA Card in respect of a specific Transaction or for all Transactions. The Client shall remain liable for all Transactions effected through the use of such CCA Card or Departmental CCA Card prior to the date of such revocation.

The whole of the outstanding balance in the Account shall become due and payable upon the occurrence of any one of the following events:-

- termination of this Agreement and the use of the CCA Card or Departmental CCA Card by the Client;
- termination of this Agreement by CCA;
- termination of this Agreement pursuant to Clause 16.3; or
- breach of any of the terms and conditions of this Agreement by the Client.

17. NOTICES

In the event that notices, demands, or other communication are made in writing, they shall be delivered personally or sent by prepaid post or sent by facsimile message or by telex addressed to the Client at its address provided in the CCA Card application form that is submitted by the Client or facsimile or telex number, and in the case of CCA, the address of its registered office. Any such notice, demand or communication shall be deemed to have been served in the case of a notice, demand or communication delivered by hand or sent by facsimile or telex on the day of delivery or sending and in the case of a notice, demand or communication served by prepaid post on the day following that on which the notice, demand or communication was posted.

18. DISCLOSURE

The Client agrees that CCA may disclose to all companies within the ComfortDelgro Group or any Authorised Driver or any government body as so required by law or by a directive or request from such government body or any relevant party the particulars of the Client's Account including but not limited to particulars contained in the Client's application for the opening of an Account, the particulars of the Cardholders' use of the CCA Card or Departmental CCA Card and operation of the Account and any other information which may be necessary to facilitate the operation of the Account, use of the CCA Card or Departmental CCA Card, processing of any Transaction effected through the use of the CCA Card or Departmental CCA Card or any investigation or litigation arising from or in connection with the Account or the use of the CCA Card or Departmental CCA Card.

19. INDEMNITY

The Client undertakes to indemnify and keep indemnified and to hold harmless CCA from any liability, loss, demand, all costs and expenses whatsoever (including costs on a solicitor and client basis) which CCA may incur by reason of the preservation or enforcement or attempted preservation or enforcement of this Agreement.

20. ASSIGNMENT

- The Client agrees that CCA shall be entitled without the prior consent of the Client to assign or transfer or in any manner make over the rights and obligations of this Agreement or any part thereof to any third party.
- In the event the rights and obligations of this Agreement or any part thereof is assigned or transferred to any third party, the Client agrees not to dispute the appointment: (if any) of CCA as the agent of such third party.
- The Client shall not assign, or transfer any of its rights or obligations under this Agreement or any part thereof.

21. MISCELLANEOUS

For the avoidance of doubt, it is expressly agreed by the Client and CCA that all provisions contained herein relating to the Client's and the Cardholder's obligations upon termination shall continue in full force and effect notwithstanding the termination of this Agreement or of the use of the CCA Card or Departmental CCA Card in accordance with the terms of this Agreement.

22. GOVERNING LAW/JURISDICTION

This Agreement is governed by and shall be construed in accordance with the laws of Singapore. The Client hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of Singapore.

23. GOODS & SERVICES TAX

Where there is an imposition of Goods and Services Tax or any other equivalent tax on the provision of goods and services by any fiscal or governmental authority in Singapore, then, unless the Agreement otherwise provides, there shall be added to the consideration to be paid by the Client to CCA an amount equal to the tax levied.