

and **AN AGREEMENT** made on the _____ day of _____ Two Thousand
BETWEEN:

- (1) **SMRT BUSES LTD.** (Company Registration Number: 198202292D), a company incorporated in Singapore and having its registered office at 6 Ang Mo Kio St 62, Singapore 569140 (**Licensor**) of the one part; and
- (2) **XXXXXXX** (Company Registration Number: XXXXXX), a company incorporated in Singapore and having its registered office at xxxxxxxxxxxx, Singapore xxxxxxxx (**Licensee**) of the other part.

WHEREAS the Licensor is desirous of granting the Licensee a licence of that portion of floor space within the bus interchanges (**Bus Interchange**) specified in paragraph 2 of Schedule 1 (**Licensed Premises**) for the purpose of installing, operating and maintaining the kiosks specified in paragraph 3 of Schedule 1 (**Kiosks**) subject to the terms and conditions hereinafter set out.

WHEREBY IT IS AGREED as follows:-

- | | | |
|---|-----|---|
| GRANT OF
LICENCE AND
ACCESS | 1. | The Licensor hereby grants the Licensee a non-exclusive licence to install, operate and maintain the Kiosks daily during the operating hours specified by the Licensor, at the Licensed Premises, for such use in accordance with Clause 6.5 herein by the Licensee, its customers and the general public. The Licensee shall have the non-exclusive right by itself, or through its employees, agents and customers to enter the Licensed Premises and use the entrances, stairs and passages of the Bus Interchange giving access to the Licensed Premises. |
| TERM | 2. | The licence hereby granted shall be for the period specified in paragraph 4 of Schedule 1 (Licence Period). |
| MONTHLY
LICENCE FEE AND
ELECTRICITY
CHARGE | 3. | The Licensee shall pay the Licensor:- |
| | 3.1 | a monthly base licence fee specified in paragraph 5(a) of Schedule 1 (licence fee); and |
| | 3.2 | a monthly service charge specified in paragraph 5(b) of Schedule 1 (service charge) for the Licensee's contribution towards all the costs, expenses and outgoings in the maintenance of the Bus Interchange including cleaning, lighting, maintenance, repair and upkeep of the common areas of the Bus Interchange and supply of the services and other matters, subject to such increase as may be notified by the Licensor to the Licensee from time to time, such notification by the Licensor of the amount of increase to be final and conclusive. |
| | 3.3 | The base licence fee and service charge are collectively referred to as the Licence Fee . |
| | | The Licence Fee shall be payable monthly in advance (pro-rated for any period less than a calendar month) without any deduction, setoff, abatement or demand. The first payment thereof or such other sum as is proportionate for any part of a calendar month shall be made on or before the execution of this Agreement, and thereafter payment shall be made on the first day of each succeeding calendar month without demand, deductions, setoff or abatement. |
| | 3.4 | the monthly consumption inclusive of prevailing taxes of electrical energy (KWH) for lighting and power outlets used for the Licensed Premises and maintain a separate account/deposit with the Licensor for this purpose. The amount of electricity deposit shall be the amount specified in paragraph 13 of |

Schedule 1 and shall be refunded upon the license expiration or sooner determination of the license without interest.

For the avoidance of doubt, the Licensee agrees that no machines or electronic devices or electrical equipment of any nature shall be used in the Kiosk or be located at the Licensed Premises unless with the prior written consent of the Licensor

- 3.5
- (a) The Licensor shall charge the Licensee for the Licensee's KWH energy consumption based on prevailing Low Tension (LT) tariffs set by SP Services Ltd or such other published tariffs in the liberalised energy market. The Licensee shall ensure that all appliances, fittings and devices used in the Licensed Premises suit the 240V single phase voltage supplied in the Mass Rapid Transit System (the "System").
 - (b) The Licensor reserves the right to disconnect electricity supplies in the event of non-payment of any energy bill on the due date or if any electrical installations pose safety hazards. The Licensor shall not be responsible for any losses arising therefrom.
 - (c) If a dispute arises at any time during the term as to the accuracy of the energy meters, the Licensor (or the Licensee if so required by the Licensor) shall arrange to verify the accuracy of the meters. If the inaccuracy is not more than $\pm 2.5\%$ the party which disputes the accuracy shall bear the costs of such test.
 - (d) For the purposes of this clause, the Licensee agrees to the arrangement that the Licensor shall read the energy meter once every three (3) months. The Licensee also agrees that the billing under this clause shall be based on the actual meter reading for the month when the meter is read, and the billing for the successive two (2) months shall be an estimate calculated on the average monthly energy consumption.
 - (e) If the inaccuracy exceeds $\pm 2.5\%$, the Licensor shall be entitled to adjust and revise its bills in respect of the period when the trend of consumption reflects the inaccuracy (the "Subject Period"). The amount of each revised bill shall be based on the 3 months moving average prior to the Subject Period, and may additionally take into account any technical adjustments as the Licensor deems necessary. The amount of the revised bill shall be conclusive and binding on the Licensee.
 - (f) The Licensee shall appoint a Licensed Electrical Worker for the design, alteration, addition of the entire electrical system (including the distribution board) and the maintenance of the whole installation, electrical installation within the Licensed Premises. The Licensed Electrical Worker shall ensure the entire electrical installation is in accordance with Singapore Code of Practice (CP) 5, CP88 and relevant regulations.

- (g) The Licensee taking electrical supply of 60 Amperes 3-Phase (45 KVA) and above shall engage their own Licensed Electrical Worker for the application of a licence for the operation of the electrical installation within the Licensed Premises.
- TAXES** 4. All sums payable to the Licensor under this Agreement are exclusive of any applicable taxes and the Licensee shall pay all goods and services tax (**GST**) or other value added tax (by whatsoever name called and whether imposed in Singapore or otherwise) in addition to the sums otherwise payable, at the rate in force at the due time for payment or such other time as is stipulated under the relevant legislation.
- INTEREST** 5. In addition and without prejudice to any other right, power or remedy of the Licensor, if the Licence Fee and/or any other monies due under this Agreement shall at any time remain unpaid for fourteen (14) days after the same shall have become due (whether formally demanded or not) the Licensee shall pay to the Licensor interest thereon calculated from the date on which such monies fall due for payment to the date on which such monies are paid to or recovered in full by the Licensor at the rate of one per cent (1%) per month.
6. The Licensee hereby agrees as follows :-
- PAYMENT** 6.1 To pay the Licence Fee on the days and in the manner aforesaid without any demand, setoff, abatement or deduction.
- SECURITY DEPOSIT** 6.2.1 On or before the execution of this Agreement, to pay the Licensor the sum specified in paragraph 6 of Schedule 1 (**Security Deposit**) being three (3) months' Licence Fee as security for the due performance of the Licensee's obligations under this Agreement Provided Always that if the Licensee shall duly perform and observe all its obligations, stipulations, conditions and agreements during the Licence Period, the Licensor shall at the expiration or earlier determination of the Licence Period return the Deposit (without interest and subject to deductions under Clause 6.2.2) within two (2) months after the Licensee shall have duly removed the Kiosk and reinstated the Licensed Premises to its original state and condition to the satisfaction of the Licensor in accordance with Clause 6.10 of this Agreement. The Deposit shall be maintained at three (3) months' Licence Fee throughout the Licence Period.
- 6.2.2 If the Licensee fails to observe and perform any of the covenants, conditions, agreements and stipulations on the Licensee's part to be observed and performed then and in such case it shall be lawful for the Licensor to deduct from the Deposit paid under clause 6.2.1 hereof such sum or sums as may be necessary to make good and satisfy such damages and losses arising from the Licensee's failure as hereinbefore stipulated but without prejudice to the right of action of the Licensor against the Licensee in respect of any antecedent breach by the Licensee of any of the covenants, conditions, agreements or stipulations herein contained.
- INSTALLATION AND FITTING-OUT WORKS** 6.3.1 (a) The Licensor has granted the Licensee a licence-fee free period specified in paragraph 7 of Schedule 1 (**Licence-Fee Free Period**) to install the Kiosk and carry out any other related works at the Licensed Premises as may be required by the Licensor (including but not limited to installing all wiring from the electrical riser of the Bus Interchange to supply power for the operation of the Kiosk and signages and display messages) (**Fitting-Out Works**), in such manner as may be approved by the Licensor and in

compliance with the Licensor's Fitting Out Manual (a copy of which has been furnished to the Licensee) and the Rules and Regulations (as defined in Clause 6.7.1).

- (b) The Licensee shall be wholly and solely liable for the setting up and installation of the Kiosk and the Licensor shall only be responsible for the provision of one power point and one data point for each Kiosk
- (c) The Licensee shall bear all costs and expenses incurred in respect of the Fitting-Out Works. Any damage caused to the Licensed Premises or any part of the Bus Interchange arising from the Fitting-Out Works shall be borne and made good by the Licensee to the Licensor's satisfaction.

6.3.2 In the event that the Licensee completes the Fitting-Out Works prior to the expiry of the Licence-Fee Free Period, the Licensee may with the approval of the Licensor commence operation of the Kiosk on the day following completion of the Fitting-Out Works. The Licence Fee shall be payable by the Licensee (on a pro-rata basis) from such date of commencement of operation of the Kiosk until expiry of the Licence-Fee Free Period.

6.3.3 For the avoidance of doubt, the terms and conditions under this Agreement shall (where applicable) apply in respect of the Licence-Fee Free Period.

FITTING-OUT/
REINSTATEMENT
DEPOSIT

6.3.4 The Licensee has paid the Licensor the deposit specified in paragraph 8 of Schedule 1 (**Fitting-Out/Reinstatement Deposit**) as security for the proper carrying out of the Fitting-Out Works in accordance with this Clause 6.3. The Licensor shall at the expiration or earlier determination of the Licence Period return the Fitting-Out/Reinstatement Deposit (without interest and subject to any deductions under this Clause 6.3) within two (2) months after the Licensee has removed the Kiosk and reinstated the Licensed Premises to its original state and condition to the satisfaction of the Licensor in accordance with Clause 6.10 of this Agreement. The Licensor shall be entitled to deduct from the Fitting-Out/Reinstatement Deposit such sum as may be necessary to make good any damages or losses arising from the Fitting-Out Works.

INSURANCE

6.4.1 To effect and keep effected in respect of the Licensed Premises at all times during the continuance of this Agreement a public risk policy in such amount as may be reasonably required by the Licensor from time to time provided that the amount of insurance in respect of any single accident or occurrence shall not be less than Dollars Five Hundred Thousand (\$500,000.00).

6.4.2 Not at any time during the Licence Period do or permit or suffer to be done any act matter or thing upon the Licensed Premises whereby any insurances in respect thereof may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased.

6.4.3 All policies of insurance required to be effected by the Licensee hereunder whether in respect of the Licensed Premises or any risk either of the Licensor or the Licensee shall be taken out with an insurance company approved by the Licensor.

6.4.4 The Licensee will in respect of any policy of insurance to be effected by the Licensee hereunder if required by the Licensor forthwith produce to the Licensor the policy of insurance and the receipts for the last premium.

USE

6.5 (a) Not to use the Licensed Premises or any part thereof other than for the purpose stated in Schedule 1 Para 11 and subject always to the Licensee having first obtained all necessary approvals and licenses (if any) from the relevant authorities at the Licensee's sole cost and expense.

- (b) Not to keep, permit or suffer to be kept or brought upon the Licensed Premises any animals fishes reptiles birds insects pests vermin or other livestock whatsoever and to take all reasonable precautions to keep the Licensed Premises free of rodents insects and other pests.
- (c) (i) The Licensee shall display all merchandise strictly within the boundary of the Licensed Premises and shall not, in any manner whatsoever, encroach on the surrounding premises (and its airspace) outside the Licensed Premises.
- (ii) In the event that the Licensee is found to have breached Clause 6.5(c)(i), the Licensor may at its discretion, issue a warning letter to inform the Licensee of this breach and to rectify the same and the Licensee shall forthwith take all necessary actions to rectify such breach within seven (7) days of the Licensor's warning letter and shall inform the Licensor in writing of such rectification. In the event the Licensee fails to rectify the breach within the stipulated time, the Licensor may at its discretion, issue a second warning letter allowing the Licensee an additional period of 7 days to rectify the breach and should the Licensee fails to rectify the breach within the stipulated time-frame, the Licensor may carry out inspections and, without prejudice to any of its rights and remedies under this Agreement, impose an administrative charge of Singapore Dollars Two Hundred and Fifty (\$ 250.00) (the "Administrative Charge") for each and every inspection carried out until such breach is rectified. Any and all administrative charges shall be paid to the Licensor within thirty (30) days from the date of the issue of the Licensor's written notification to the Licensee informing the Licensee of the Administrative Charge payable. For the avoidance of doubt, the Licensor shall not be obliged to give any warning letters and shall have the right at any time, exercise its rights and remedies (including but not limited to that as set out in Clause 6.19.1) under this Agreement.
- (iii) For the avoidance of any doubt, any breach of a similar nature under this Clause 6.5(c) that recurs within three (3) months after it has been rectified by the Licensee shall be deemed as a continuance of the same earlier breach and any rectification carried out for the earlier breach shall be deemed null and void.

INDEMNITY	6.6	To indemnify and keep indemnified the Licensor from and against:-
	6.6.1	all claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Licensor may suffer or incur arising from or out of any act, negligence or omission by the Licensee or its employees, agents, contractors, invitees and/or licensees upon or at the Licensed Premises;
	6.6.2	all loss and damage to the Licensed Premises, any part of the Bus Interchange and to all property therein caused directly or indirectly by the Licensee or its employees, agents, contractors, invitees and/or licensees; and
	6.6.3	all loss and damage suffered by the Licensor as a result of any breach by the Licensee of any of its obligations or warranties hereunder including but not limited to any claim by third party for infringement of intellectual property rights.

- RULES & REGULATIONS 6.7.1 The Licensee shall at all times observe and comply with the rules and regulations of the Bus Interchange contained in Schedule 2 hereto (as may from time to time be varied, added to, deleted or amended) relating to the management, operations and maintenance of the Bus Interchange and the conduct of the Licensee and any other rules and regulations which the Licensor or the Land Transport Authority or any other statutory body or relevant authority may make (collectively, the **Rules and Regulations**). The Licensee acknowledges, agrees and declares that failure of the Licensee to observe and comply with any of the Rules and Regulations shall constitute a breach of the terms of this Agreement. The Licensee shall also be liable for any penalties stipulated in the Rules and Regulations in the event of such non-compliance.
- 6.7.2 The Licensee further acknowledges, agrees and declares that the Licensor, any statutory body or relevant authority (as the case may be) shall have the right at any time and from time to time to delete, vary, amend or add to the relevant Rules and Regulations whenever the Licensor or any statutory body or relevant authority (as the case may be) deems such variation, amendment, deletion or addition thereto shall be necessary or desirable for regulating the use of the Licensed Premises and/or the Bus Interchange or any part thereof and/or for the safety, care, operations and/or cleanliness thereof and a certificate with the signature of any authorised person for the time being of the Licensor or any statutory body or relevant authority (as the case may be) listing the relevant Rules and Regulation for the time being in force at the date hereof or any amendment thereof shall until further notice be conclusive evidence that the relevant Rules and Regulations are for the time being in force. Where pursuant to the Rules and Regulations the doing or executing of any act, matter or thing by the Licensee is dependent upon the consent or approval of the Licensor such consent or approval may be given or withheld by the Licensor in its absolute uncontrolled discretion.
- 6.7.3 The Licensee agrees that the Licensor shall not be liable to the Licensee in any way for violation of the Rules and Regulations by any person including other Licensees or occupiers of the Bus Interchange or servants, independent contractors, agents, visitors, invitees or licensees thereof.
- FIRE REGULATIONS 6.7.4 The Licensee will comply with all insurance sprinkler and/or fire alarm regulations imposed by the Licensor and ensure that at all times during the Licence Period there is in the Licensed Premises a hand operated "ABC Dry Chemical" fire extinguisher or such other fire extinguisher approved by the Licensor.
- LOADING AREA 6.7.5 The Licensee shall not permit any trade vehicles while being used for delivery and pickup of merchandise to or from the Licensed Premises to be driven, parked or stopped at any place or time within the Bus Interchange or along the frontage thereof or in backlanes appur Licensee thereto or adjoining the same except at such other place or places during off-peak hours and/or such time or times as the Licensor may specifically allow (**loading area**) and the Licensee shall prohibit its employees, service suppliers and others from parking vehicles during loading or unloading in any place other than the loading area or such other places which the Licensor may from time to time allot for such purposes and from obstructing in any manner howsoever the entrances, exits and driveways in and to the common parking areas and also the pedestrian footways in or to the common area and/or the Bus Interchange. The Licensee shall not use or permit to be used the loading area for the storage of goods or for any other purpose other than for the prompt loading and unloading of goods.

OPERATION AND
MAINTENANCE 6.8

- (a) The Kiosk shall be operated and maintained in such efficient, orderly, clean and tidy manner as may be required by the Licensor and to the Licensor's satisfaction and in compliance with the Rules and Regulations. The Licensee shall bear all costs and expenses incurred in respect of the operation and maintenance of the Kiosk. All damage to the Licensed Premises or any part of the Bus Interchange arising from the operation and maintenance of the Kiosk shall be borne and made good by the Licensee to the Licensor's satisfaction. If the Licensor is of the opinion that the Kiosk or any part of the Licensed Premises is not operated or maintained to the Licensor's satisfaction and requires repair or rectification, the Licensor may notify the Licensee of the same and the Licensee shall respond to the Licensor in writing within twenty-four (24) hours of the Licensor's notification on its intended course of action and shall as soon as practicable carry out all necessary repair or rectification works to the Licensor's satisfaction.
- (b) The Licensed Premises and the Kiosk, in particular the exterior display windows (if any) shall be kept clean and free from dirt and rubbish and the Licensee shall throw all trade waste, debris, dirt and rubbish (and in particular wet waste) in proper receptacles and to arrange for the regular removal thereof from the Licensed Premises and not to throw, place or allow to fall or cause or permit to be thrown or placed in the common areas of the Bus Interchange, trade waste, sweepings, rubbish, waste paper or any unsuitable substances and the Licensee shall on demand pay to the Licensor the costs and expenses of making good any damage resulting to the common areas including the lavatories, conveniences or other services caused by the misuse of such facilities by the Licensee or by any of the Licensee's employees or visitors and in the event the Licensee is in breach of this provision to pay the Licensor's cost and expense for the clearance of rubbish and trade waste of the Licensee.
- (c) The Licensee shall at all times during the License Period, open and keep the Kiosk open for business and in full operation in accordance with the Minimum Business Hours stipulated in Schedule 1 Para 12 herein.
- (d) The Licensee shall not utilize any unethical business practice or conduct the business of the Licensee in such manner as to prejudice the goodwill and reputation of the Bus Interchange and/or the Licensor in particular but without limiting the generality of the foregoing:-
- (i) to discontinue any business practice whether through advertising, selling procedures or otherwise which may harm the business or reputation of the Licensor or reflect unfavourably on the Bus Interchange, the Licensor or other Licensees or licensors or licensees in the Bus Interchange or which may confuse, mislead or deceive the public.
 - (ii) not to use the Demised Premises or any part thereof other than for the purposes of the Tenant's business as stated in sub-clause 8.12 herein and to conduct the business thereof or cause the same to be conducted in a lawful and orderly manner and to preserve and cause to be preserved the prestigious character of the Station and/or the Landlord and so to manage and control the same or cause the same to be so managed and controlled so that nothing shall be done permitted or omitted contrary to any statutory provision or regulation for the time being in force or whereby any notice

or complaint shall be given or made by any person with regard to the Demised Premises or the said business or whereby any nuisance or disturbance may be caused to the Landlord or its tenants or the occupants of any adjoining properties. If the Tenant shall breach this clause it shall be lawful for the Landlord at anytime thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this Lease shall absolutely cease and determine but without prejudice to the right of action of the Landlord in respect of unpaid Base Rent or Service Charge or any antecedent breach of the Tenant's covenants herein contained.

PROVIDED ALWAYS THAT if in the opinion of the Landlord the Tenant shall fail to observe the provisions of these sub-clauses the Landlord may serve a written notice on the Tenant to rectify such failure and the Tenant shall do so within seven (7) days of the receipt of such notice failing which the Tenant shall be in breach of this Lease.

- | | | |
|---|------|--|
| ALTERATIONS &
ADDITIONS | 6.9 | <p>(a) Not to make or permit to be made any alterations or additions to the Licensed Premises or to the Kiosk (including the number, type, location, size, dimensions, façade, structure or design of the Kiosk) without the Licensor's prior consent in writing. In the event that such consent is given, the Licensee shall carry out at its own costs and expenses such alterations or additions, in such manner and subject to such conditions as may be required by the Licensor. Any damage caused to the Licensed Premises or any part of the Bus Interchange as a result of such alterations or additions shall be borne and made good by the Licensee to the Licensor's satisfaction. The Licensor shall be entitled to enter upon the Licensed Premises at any time to carry out any repair, refurbishment or renovation works, alterations or additions to the Licensed Premises.</p> <p>(b) Not to erect or install any sign, device, furnishing ornament or object which is visible from the street or from any other building and which, in the opinion of the Licensor, is incongruous or unsightly or may detract from the general appearance of the Bus Interchange.</p> <p>(c) To keep the Licensed Premises and Kiosk, including without limiting the generality of the foregoing, all doors locks window frames window glass window fittings floors interior plaster and other finishing materials and rendering to walls and ceiling drainage water and other pipes and sanitary water gas and electrical apparatus and wiring that may serve the Licensed Premises in good clean substantial and proper repair and condition (fair wear and tear alone excepted) and to so maintain the same at the expense of the Licensee.</p> |
| REMOVAL/
REINSTATEMENT | 6.10 | <p>The Licensee shall on the expiry or earlier determination of the Licence Period, at its own costs and expenses remove the Kiosk and reinstate the Licensed Premises to its original state and condition, to the satisfaction of the Licensor and in default of such removal and reinstatement being effected upon the expiry or earlier determination of the Licence Period, it shall be lawful for the Licensor to effect the same in such a manner as it may in its absolute discretion deem fit and reclaim exclusive use and possession of the Licensed Premises. The Licensor reserves the right to recover the said costs and expenses of such removal and reinstatement from the Licensee.</p> |
| ADVERTISING AND
MARKETING
MATERIALS | 6.11 | <p>(a) Any advertising or marketing materials used in the Licensed Premises or on or attached to the Kiosk (including but not limited to the electronic signage board (Runners)) shall be approved by the Licensor in writing</p> |

prior to such usage, such approval to be at the Licensor's absolute discretion.

- (b) The Licensee shall only use, and ensure that the Runners are strictly used for the promotion of such publications approved in writing by the Licensor and, sold or distributed at the Kiosk. The Licensee shall also seek the Licensor's express written approval for the use of the Runners for the display of any other contents (advertising or otherwise) and provide such information and update on the Runners from time to time and at the request of the Licensor.
- (c) The Licensee represents, warrants and undertakes to the Licensor that any and all materials or documents on the Licensed Premises do not infringe any intellectual property rights of whatever nature of any third parties.

NON-LIABILITY	6.12	Notwithstanding anything herein contained, the Licensor shall not be liable to the Licensee nor shall the Licensee have any claim against the Licensor in respect of :-
	6.12.1	any interruption in any of the services to the Bus Interchange by reason of repair or maintenance of any installations or apparatus or damage thereto howsoever caused;
	6.12.2	any damage, loss or injury howsoever caused to any person or property in the Licensed Premises or any part of the Bus Interchange;
	6.12.3	any act, omission or negligence of any attendant or other servant or employee or contractor of the Licensor in or about the performance or purported performance of any duty relating to the provision of the services to the Bus Interchange;
	6.12.4	any loss of money or merchandise (as the case may be) contained in the Kiosk;
	6.12.5	any loss to the Licensee resulting from any failure or malfunction in the security system of the Kiosks; or
	6.12.6	the Licensor's refusal to grant, or restriction of, access to the Bus Interchange or closure of all or any of the entrances, exits or driveways to the Bus Interchange, for any reason as the Licensor shall deem fit.
	6.12.7	any damage, loss (including loss of revenue or profit) or injury resulting from any interruption in any of the services to the Bus Interchange or the Licensed Premises or the restriction of access to, or closure of, the Bus Interchange or the Licensed Premises due to reasons or crisis beyond the Licensor's control, or the control of any of its employees including without limitation nationalisation, expropriation, acts of war, terrorism, insurrection, revolution, civil interest, riots, strikes, nuclear fission or acts of God;

	6.12.8	any damage or loss, including without limitation, loss of revenue or profits and/or loss due to disruption, loss of business, loss of access to Kiosk, any inconvenience, costs and expenses arising out or in connection with any development, redevelopment, renovation, upgrade or works carried out by any person over, on or under the Bus Interchange or any land adjoining or in the vicinity of the Bus Interchange or within the Bus Interchange in any manner whatsoever or resulting from any interruption in any of the services to the Bus Interchange or the restriction of access to, or closure of, the Bus Interchange due to such development, redevelopment, renovation, upgrade or works carried out by such person as aforesaid.
NON- ASSIGNMENT	6.13	The Licensee shall not assign or transfer any of its rights or obligations under this Agreement or part with possession of the Licensed Premises or any part thereof or either by way of sharing or other means cause or allow any company, person or persons not a party to this Agreement to obtain the use or possession of the Licensed Premises or any part thereof, irrespective of whether any fee or other consideration is given. In the event of such assignment, transfer or sharing, this Agreement shall at the option of the Licensor forthwith be determined and the Licensee shall forthwith surrender the Licensed Premises to the Licensor without prejudice to any right of action or remedy of the Licensor for any antecedent breach of the Licensee's covenants herein contained.
LICENSEE'S FAILURE	6.14	If the Licensee shall fail to pay any monies or charges as required hereunder to any person other than the Licensor or if the Licensee fails to perform any undertaking on the part of the Licensee herein contained, the Licensor shall be entitled (but not obliged) to make any payment or do any act or thing and incur any expense as may be necessary to perform the said undertaking and any sum of money or expense which the Licensor may pay or incur for the purpose aforesaid shall constitute a liquidated debt due and owing by the Licensee to the Licensor and shall on demand be repaid to the Licensor.
LICENSOR'S RIGHT TO RESTRICT ACCESS TO BUS INTERCHANGE	6.15	The Licensor may in the exercise of its absolute discretion refuse to grant, or restrict, access to any part of the common areas of the Bus Interchange or may close off all or any of the entrances, exits or driveways of the Bus Interchange for such period as the Licensor deems appropriate.
HOLDING OF FUNCTIONS	6.16	The Licensor may at its absolute discretion permit any person or organisation to hold any functions or exhibitions or display merchandise in any part of the common areas of the Bus Interchange and/or close or cordon any part of the common areas of the Bus Interchange for such functions, exhibitions or display, notwithstanding that access to the Licensed Premises may be restricted or affected as a result thereof, provided that the restriction of access to the Licensed Premises shall only be for a reasonable period.
POWER TO DEAL WITH ADJOINING PROPERTY	6.17	The Licensor may deal as it may think fit with other property belonging to the Licensor adjoining or nearby and to erect or suffer to be erected on such property any buildings whatsoever whether or not such buildings shall affect or diminish the light or air which may now or at any time be enjoyed by the Licensee in respect of the Licensed Premises.
RIGHT TO CHANGE LOCATION OF COMMON AREAS	6.18	The Licensor shall have the right at any time without incurring any liability to the Licensee, to change the arrangement and/or location of entrances passage-ways doors doorways partitions corridors toilets or other public parts of the Bus Interchange or any services, or apparatus serving the Bus Interchange and to change the name, number or designation by which the Bus Interchange is known.

DEFAULT AND
TERMINATION

- 6.19.1 PROVIDED ALWAYS and it is hereby agreed and declared that if any one or more of the following events shall occur, the Licensor shall be entitled (but not obliged) at any time thereafter to terminate this Agreement and regain possession and exclusive use of the Licensed Premises, and thereupon the licence hereby granted shall forthwith and absolutely cease but without prejudice to any right of action or remedy of the Licensor in respect of any antecedent breach of the Licensee's covenants herein contained:-
- (a) if the Licence Fee or any other monies payable by the Licensee hereunder shall at any time remain unpaid for fourteen (14) days after the same shall have become due;
 - (b) if the Licensee breaches any of the terms or covenants on the Licensee's part to be performed and observed hereunder (other than the payment of Licence Fee or any other monies under Clause 6.19.1(a)) and such breach (if capable of being remedied) has not been remedied for a period of thirty (30) days after the Licensor has given to the Licensee written notice to remedy the same;
 - (c) if the Licensee makes any assignment for the benefit of the Licensee's creditors or enters into any agreement or makes any arrangement with the Licensee's creditors for liquidation of the Licensee's debts by composition;
 - (d) if the Licensee becomes insolvent or is wound up whether voluntarily or compulsorily save for the purpose of reconstruction or amalgamation; or
 - (e) if any distress or execution is levied or enforced upon any part of the property or assets of the Licensee and is not discharged or paid off within fourteen (14) days thereafter.
- 6.19.2
- (a) In the event that the Licensed Premises or the Bus Interchange or any part thereof, at any time during the Licence Period shall be damaged or destroyed by fire, act of God or other cause beyond the control of the Licensor as to render the Licensed Premises unfit for use or access thereto impossible for a period of more than one (1) month (except where such damage or destruction has been caused by the default or negligence of the Licensee or its servants or agents), the Licence Fee or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Licensed Premises shall be rendered fit for occupation and use or until access thereto may be obtained (as the case may be).
 - (b) If the unfitness of the Licensed Premises or the inaccessibility thereto as aforesaid shall continue for a period of more than three (3) months, either the Licensor or the Licensee shall be at liberty by notice in writing to determine the Licence Period and upon such notice being given the licence hereby granted shall absolutely cease and determine but without prejudice to any right of action of the Licensor or the Licensee in respect of any antecedent breach of the terms and covenants under this Agreement by the Licensee or the Licensor (as the case may be).
 - (c) Any dispute, whether contractual or not, arising out of or in connection with this Clause 6.19.2 shall be referred to and finally resolved by arbitration in Singapore in accordance with the Domestic Arbitration Rules of the Singapore International Arbitration Centre (**SIAC**) for the time being in force. The arbitration shall be governed by the Arbitration Act (Cap. 10).

- 6.19.3 If the Licensor decides to carry out any repair, refurbishment or renovation works or any alterations or additions to the Licensed Premises for any reason whatsoever (whether at the request of the Land Transport Authority or otherwise) as shall affect the Licensed Premises or any part thereof, the Licensor may terminate this Agreement by giving three (3) months' notice to the Licensee. Upon expiry of the three (3) months' notice, this Agreement shall be terminated without prejudice to the rights of either party in respect of the antecedent breaches of the other. For the avoidance of doubt, the Licensee agrees that the Licensor shall not be liable to the Licensee for any costs, damages, compensation, expenses, losses of whatever nature incurred or suffered by the Licensee as a result of termination by the Licensor under this sub-clause.
- 6.19.4 In the event that the LTA or the Singapore Land Authority or the Urban Redevelopment Authority of Singapore or other government authority or any third party for whatsoever reason, terminates, suspends, revokes, rescinds, refuse to renew or amends (which shall include deletion or addition) the terms of any lease, license or any other right granted to the Licensor in respect of or related to the Bus Interchange and/or the Licensed Premises, the Licensor shall have the right at its sole discretion to
- (a) require the Licensee to novate this Licence Agreement to any party designated by the Licensor in which case the Licensee shall comply forthwith without delay or
 - (b) determine the Agreement by giving eight (8) weeks' notice to the Licensee and upon expiry of such notice the Agreement shall absolutely cease and determine and the Licensee shall vacate the Licensed Premises without compensation from or any claim against the Licensor but without prejudice to any right of action of the Licensor in respect of any antecedent breach of the Agreement by the Licensee.
- 6.19.5 Notwithstanding anything herein, the Licensor shall have the right at all times and without incurring any liability whatsoever, to (a) terminate this Agreement at any time during the Licence Period by giving the Licensee eight (8) weeks' notice in writing; and/or (b) reduce the number of Kiosks referred to in Schedule 1 by giving the Licensee one (1) month notice in writing. The Licensor shall not be obliged to provide any reason for such termination.

RELOCATION

- 6.19.6 Notwithstanding any other provision contained in this Agreement to the contrary, the Licensor shall have the right at any time without incurring any liability to the Licensee, to change the arrangement and/or location of the Kiosk to any other portion of floor space within the Bus Interchange ("New Space") by giving to the Licensee not less than 3 months' notice in writing.

The Licensee, shall at its own cost and expense, do all things required by the Licensor to change the arrangement and/or relocate the Kiosk to the New Space, failing which the Licensor may, in addition to any other right it may have at law or under this Agreement, exercise its rights under clause 6.2.2. Upon the expiry of the said notice period, the Licensed Premises defined in Paragraph 2 of Schedule 1 of the Agreement shall be deemed to be amended to reflect the New Space and the Licensee hereby agrees to perform (or procure the performance of) all acts and things, and execute and deliver (or procure the execution and delivery of) all such documents, as may be required by law or by the Licensor to give effect to the said amendment to this Agreement.

ENTIRE AGREEMENT	6.20	This Agreement and the letter of offer specified in paragraph 9 of Schedule 1 (Letter of Offer) set out the entire agreement and understanding between the parties and shall supersede all prior oral or written communications representations or agreements in relation to the subject matter of this Agreement.
HOLDING OVER	6.21	In the event that the Licensee fails to remove the Kiosk and reinstate the Licensed Premises in accordance with Clause 6.10 to the Licensor's satisfaction upon expiry or earlier determination of the Licence Period, the Licensee shall be liable to pay double the amount of the Licence Fee from the day following the expiry or earlier determination of the Licence Period until such time when the Kiosk have been removed from the Licensed Premises and the Licensed Premises has been reinstated to its original state and condition to the Licensor's satisfaction, without prejudice to any other right or remedy the Licensor has against the Licensee under this Agreement or at law.
COSTS AND EXPENSES	6.22	The Licensee shall pay all the legal fees, charges (including the administration charges charged by the Licensor) and expenses (including taxation) incurred in the preparation, negotiation and completion of this Agreement and any other related documents, and in connection with any surrender or other termination thereof otherwise than by effluxion of time and any claim or legal proceedings which may be brought by the Licensor against the Licensee in enforcing any of its rights under this Agreement.
FURTHER ASSURANCE	6.23	The Licensee agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary to give effect to this Agreement and the transactions contemplated under it.
VARIATION	6.24	<p>(a) No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "variation" shall include any amendment, supplement, deletion or replacement however effected.</p> <p>(b) Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.</p>
WAIVERS/ RIGHTS & REMEDIES	6.25	<p>(a) No failure or delay by the Licensor in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.</p> <p>(b) The rights and remedies of the Licensor under or pursuant to this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under general law.</p>
SEVERABILITY	6.26	If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.

- COUNTERPARTS 6.27 This Agreement may be executed by the parties in any number of counterparts, each of which is an original but all of which together constitute one and the same instrument.
- NOTICES 6.28 (a) Any notice or other communication to be given by one party to the other under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by fax to the number set out in Clause 6.28(b) or delivering it by hand or sending it by pre-paid post, to the address set out in Clause 6.28(b), and in each case marked for the attention of the relevant party set out in Clause 6.28(b) (or as otherwise notified from time to time in accordance with the provisions of this Clause 6.28). Any notice so served by hand, fax or post shall be deemed to have been duly given:
- (i) in the case of delivery by hand, when delivered;
 - (ii) in the case of fax, at the time of transmission;
 - (iii) in the case of post, on the second business day after the date of posting (if sent by local mail) and on the seventh business day after the date of posting (if sent by air mail),
- provided that in each case where delivery by hand or by fax occurs after 5 p.m. on a business day or on a day which is not a business day, service shall be deemed to occur at 9 a.m. on the next following business day.
- (b) The addresses and fax numbers of the parties for the purpose of Clause 6.28(a) above are specified in paragraph 10 of Schedule 1.
- (c) A party may notify the other party to this Agreement of a change to its name, relevant addressee, address or fax number for the purposes of this Clause 6.28, provided that, such notice shall only be effective on:
- (i) the date specified in the notice as the date on which the change is to take place; or
 - (ii) if no date is specified or the date specified is less than five (5) business days after the date on which notice is given, the date following five (5) business days after notice of any change has been given.
- (d) In proving such service it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered either to the address shown on it or into the custody of the postal authorities as a pre-paid recorded delivery, special delivery or registered post letter, or that the facsimile transmission was made after obtaining in person or by telephone appropriate evidence of the capacity of the addressee to receive the same, as the case may be.
- CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 6.29 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms of this Agreement.

GOVERNING LAW AND JURISDICTION	6.30	<p>(a) This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of Singapore.</p> <p>(b) In respect of any legal action or proceedings arising out of or in connection with this Agreement, the parties irrevocably submit to the jurisdiction of the courts of Singapore. That submission shall not affect the right of either party to institute proceedings in any other jurisdiction.</p>
CIVIL EMERGENCY EXERCISES	6.31	<p>The Licensee shall cooperate fully in all civil emergency exercises conducted by the Licensor or the LTA or any other statutory body or relevant authority at the Bus Interchange. The Licensee agrees that the Licensor shall not be liable to the Licensee nor shall the Licensee have any claim against the Licensor in respect of any damage, loss (including loss of revenue or profit) or injury resulting from any such exercises</p>
CHANGE OF ADDRESS OR SHAREHOLDING AND CHANGE OR REORGANISATION OF THE LICENSEE'S BUSINESS	6.32	<p>(a) The Licensee shall advise the Licensor in writing of any change in the address or registered office, as the case may be, of the Licensee and if the Licensee is a company not to effect any substantial change in the shareholding of the Licensee without the prior written consent of the Licensor. For purposes of this sub-clause, the transfer of legal or beneficial ownership of more than fifty per cent (50%) of the shares of a company whether to one or more persons, shall be deemed to be a substantial change in the shareholding of the company.</p> <p>(b) During the License Period, the Licensee shall not effect any change in the mode of business or any form of reorganization including amalgamation or merger with or takeover by another company or firm without the prior written consent of the Licensor.</p>
PROHIBITED MATERIALS	6.33	<p>Not to store or bring upon the Licensed Premises or any part thereof arms, ammunition or unlawful goods, gun-powders, salt-petre, chemicals, petrol, kerosene, gas or any goods or things which in the opinion of the Licensor are of an obnoxious, dangerous or hazardous nature or any explosive or combustible substance and not to place or leave in the entrance or passages corridors pavements or other common parts of the Bus Interchange any boxes or rubbish or otherwise encumber the same Provided Always that if combustible or inflammable materials are stored in the Licensed Premises or any part thereof with the consent in writing of the Licensor any increase in the premium of fire or other insurance as may have been taken out or required to be taken out by the Licensor shall be borne by the Licensee.</p>
CLAUSE HEADINGS	6.34	<p>Clause headings are for ease of reference only and do not affect the construction of this Agreement.</p>

SCHEDULE 1

1. Licensee : **XXXXXXXXXXXX** (Company Registration Number: xxxxxxxx), a public listed company incorporated in Singapore and having its registered office at xxxxxxxxxxxxxxxxxxxxxxxx.
2. Licensed Premises : All that portion estimated to contain:
(a) An area of approximately _____ square metres located at Level 1 of Yishun Bus Interchange, which said portion is more particularly delineated and edged red on the plan annexed hereto;
3. Kiosk : A construction of such design as approved by the Licensor.
4. Licence Period : xx months commencing from _____ and expiring on _____ (both dates inclusive).
5. Licence Fee : S\$ _____ per month comprising:-
(a) monthly base licence fee of S\$ _____ for the kiosk at Choa Chu Kang Bus Interchange; and
(b) monthly service charge fee of S\$ _____ for the kiosk at Choa Chu Kang Bus Interchange;
6. Security Deposit : S\$ _____
7. Licence-Fee Free Period : 1 month commencing from _____ and expiring on _____ (both dates inclusive).
8. Fitting-Out/Reinstatement Deposit : S\$ 1,000.00
9. Letter of Offer : Letter of offer dated _____ issued by the Licensor.
10. Notices : **The Licensor**
Address: 2 Tanjong Katong Road
#08-01, Tower 3
Paya Lebar Quater
Singapore 437161
Fax: (65) 6908 3532
For the attention of: Daniel Chua (Mr)
- The Licensee**
Address: xxxxxxxx
xxxxxxxxx
Singapore xxxxxxxxx
Fax: xxxxxxxxxxxx
For the attention of: xxxxxxxx
11. Permitted Use : The Licensee shall only use the Licenced Premises for the <description of business> under the name and style of “<Shop Name>” as stated in the merchandising plan attached as Appendix 1 in the Letter of Offer approved by the Licensor.

12. Minimum Business Hours : The Licensee shall keep his business in full operation every day for at least eight (8) hours during the business hours of between 0500 hours to 0000 hours.
13. Electricity Deposit : S\$ _____

SPECIMEN

SCHEDULE 2**RULES AND REGULATIONS OF BUS INTERCHANGE**

1. The Licensor shall from time to time specify the operational hours of the Bus Interchange (hereinafter called "the said operational hours").
2. The Licensor shall be entitled to close off, lock-off or otherwise control all entrances and access to the Bus Interchange, and the common area or any part thereof and to prevent and prohibit any person (including the Licensee) from entering or remaining therein after the said operational hours.
3. The Licensee shall only conduct, be, or remain open for business at or during the said operational hours.
4. The Licensee shall be allowed entry to the Bus Interchange after the said operational hours only if prior notification has been given to the Bus Interchange official and entry is subject to the clearance of proper identification papers produced by the Licensee or its agent, employee or representatives to the satisfaction of the Licensor's authorised representative.
5. Notwithstanding anything herein contained, the Licensor may at its discretion close off or lock all entrances and/or access to the Bus Interchange, common area or any part thereof in the event of any emergencies.
6. The Licensee shall not enter into the prohibited and/or restricted areas which are only accessible to persons authorised by the Licensor (including but not limited to the staff and/or live areas and substations).
7. The Licensee shall not enter into the areas in the Bus Interchange in which payment of any fees is required prior to entry nor into any of the vehicles in the Bus Interchange unless and until payment of the amount and in the mode and manner required by the Licensor or any other statutory body and/or prescribed by the Rules and Regulations herein or any other Rules and Regulations prescribed by the Licensor or any other statutory body, has been made and the proper ticket, receipt or acknowledgement issued to the Licensee.
8. The Licensee shall ensure that his employees, suppliers, contractors, agents etc shall not smoke or carry a lighted pipe, cigar, cigarette in any lift, vehicle, paid area or any part of the common area or the Bus Interchange or any part thereof where the same is prohibited by notices posted by the Licensor or if prohibited by any unauthorised representative or employee of the Licensor or any other statutory body.
9. The Licensee shall ensure that the Licensee's contractors shall not carry out hot works, paintings (use of oil-based paint), use of hazardous material (such as thinner and turpentine exceeding 01 litre, kerosene, diesel) and fastening work using explosive power tools without the written approval from Licensor.
10. The Licensee, its employees, agents, suppliers and contractors shall not use the Bus Interchange escalator for the transportation of goods, material, paints etc.
11. The Licensee shall not obstruct any component of the fire detection/protection system such as smoke or heat detectors, sprinklers and call points.
12. The Licensee shall not store any goods in the switchroom(s).
13. The Licensee shall not remove any fitting from the Bus Interchange such as sprinkler head, valves, mains switchboard (MSB), metal or fibre plate, speakers, smoke or heat detectors etc without the written approval from the Licensor.

14. The Licensee shall not by means of any machine provided by the Licensor in the Bus Interchange change any coin or coins or any currency note or notes except for the sole purpose of purchasing a ticket or tickets from the Licensor or any other statutory body in the Bus Interchange.
15. Lost property in or upon part of the Bus Interchange shall be handed over by the Licensee to a duly authorised official or representative of the Licensor at the Bus Interchange and no other person other than an official of the Licensor shall remove from any part of the Bus Interchange any property lost or left behind therein, except for the purpose of handing over the same to the duly authorised official or representative of the Licensor.
16. The Licensee shall not in any way obstruct or permit the obstruction of any walkways, pavements, entrances, passages, courts, corridors serviceways, vestibules, halls, roads, docks, stairways, elevators, hoists, escalators, fire or escape door or other parts of the common area or Bus Interchange or any appurtenances or conveniences thereto.
17. The Licensee shall not in any way cover or obstruct any lights, sky-lights, windows or other means of illumination of the common area or of the Bus Interchange generally.
18. The Licensee shall not throw or permit to be thrown, dropped or fall any articles or substance whatsoever from or out of the Licensed Premises, the common area or the Bus Interchange or any part thereof and shall not place upon any sill, ledge or other like part of the Licensed Premises, the common areas or Bus Interchange any articles or substance.
19. The Licensee will keep clean and free from dirt and rubbish such parts of the common area or Bus Interchange or any public footpath or way as immediately adjoin the Licensed Premises.
20. The Licensee will use its best endeavours to protect and keep safe the Licensed Premises and any property contained therein from theft or robbery and shall keep all doors, windows and other openings closed and securely fastened on all occasions when the Licensed Premises are not in use or occupied and the Licensor reserves the right by its agents and caretaker, employees, servants and/or workmen to enter and fasten the same if left insecurely fastened.
21. The Licensor will provide keys for locks on doors or other openings of the Licensed Premises and the Licensee will return to the Licensor on the determination of the Licence all such keys and shall not permit the same at any time to come into the possession or control of any person other than the Licensee, its servants or agents.
22. No rubbish or waste shall at any time be burnt upon the Licensed Premises, the common area, Bus Interchange or any part thereof.
23. All blinds, shades, awnings, window ventilators and other similar fittings and fixtures installed by the Licensee with the consent of the Licensor in or upon the Licensed Premises and visible from outside the Licensed Premises shall conform to the reasonable requirements and standards of the Licensor as to design, quality and appearance.
24. Before any machinery, safe or furniture is moved into or out of the Licensed Premises due notice must be given to the Licensor by the Licensee and the moving of the same must be done under the supervision of a person nominated by the Licensor and at a time approved by the Licensor and at no other time.
25. The Licensee shall advise the Licensor of the private address of the Licensee or if the Licensee shall be a corporation, of the manager thereof, or if there shall be more than one tenant of any two of them. The Licensor shall promptly be informed of any changes in any such address.
26. The Licensee shall not display or place or permit or suffer to be displayed or placed in or against any part of the Licensed Premises any cartons or boxes which may be visible from the exterior of the Licensed Premises or the Bus Interchange or any part thereof.

27. Written confirmation (signed by the Licensee) shall be given to the Licensor on the handing over of the shop electrical distribution board complete with internal protection plate/shield that the Licensee shall be responsible for ensuring that such protection shield/plate shall not be removed at any time.
28. No further extension or alteration is to be carried out on the electrical installation or fire detection/protection within the Licensed Premises once the drawings are approved by the Licensor and the installation tested by an approved tester.
29. Any alteration/extension carried on the electrical installation without prior written approval of the Licensor shall be deemed to be illegal and shall be removed at the Licensee's expense.
30. The Licensee shall engage qualified Licensed Electrical Workers/ Professionals to carry out periodic checks on the electrical installation and fire detection/protection systems in the Licensed Premises, at frequencies in compliance to statutory requirements.
31. The Licensee shall at all times observe and adhere to all rules and regulations of the Singapore Civil Defence Force (SCDF) as they are applicable.
32. The Licensee shall:
 - a. submit a list of supplier including company address, contact number, delivery vehicle number and contact number of delivery staff;
 - b. ensure that no other activity such as washing of delivery vehicle, temporary parking for meal, repairing of vehicle etc is carried out within the Bus Interchange other than delivery of goods to the kiosk. The delivery vehicles must not be left unattended at all times;
 - c. ensure that loading and unloading of goods is completed within 15 minutes;
 - d. limit to one delivery vehicle at any one time;
 - e. ensure that the delivery vehicle is parked at the designated lot at the Bus Interchange as assigned by the interchange Authorised Staff (refer to Group Supervisor and Senior Service Associate);
 - f. ensure that delivery of goods is restricted from 10 am to 4 pm daily;
 - g. allow the interchange Authorised Staff and Security Officer to randomly inspect the delivery vehicle within the interchange premises for security purposes;
 - h. ensure that delivery vehicle comply with the speed limit of 15 km/h and other safety traffic rules within the Bus Interchange;
 - i. immediately report to the interchange Authorised Staff for any accident within the Bus Interchange;
 - j. comply with SMRT Buses' decision to stop any delivery vehicle from entering the Bus Interchange; and
 - k. promptly seek clarification from the interchange Authorised Staff on any other matters.

IN WITNESS WHEREOF the parties hereto have set their respective hands the day and year first above written.

SIGNED BY)
)
for and on behalf of the **LICENSOR**)
in the presence of :-)

_____*b
Authorised Signature and Company Stamp

Name: _____*a

Designation: _____*d

_____*e
Witness

Name: _____*f

SIGNED BY)
)
for and on behalf of the **LICENSEE**)
in the presence of :-)

_____*b
Authorised Signature and Company Stamp

Name: _____*a

Identity Card / PassportNo.: _____*c

Designation: _____*d

_____*e
Witness

Name: _____*f

Identity Card/Passport No.: _____*f

NOTE:

- *a Please insert name of signatory.
- *b Authorised signatory to sign and insert Company Stamp (if applicable).
- *c Please insert identification details.
- *d For Company/Firm, please insert designation of signatory (eg. Managing Partner/Director etc).
- *e Witness to sign (should be above 21 years old).
- *f Please insert witness' name and identification details.

DATED THIS DAY OF 2011

BETWEEN

SMRT BUSES LTD

AND

XXXXXXXXXX

LICENCE AGREEMENT
