

**GOVERNMENT OF THE REPUBLIC OF SINGAPORE
c/o SINGAPORE LAND AUTHORITY**

**NON-RENEWABLE TEMPORARY OCCUPATION LICENCE
(FOR HOLIDAY BUNGALOW & HOLIDAY CAMP 5 AT ST JOHN'S ISLAND)**

PART A: APPLICATION

1. Particulars of Applicant

Name of Applicant: _____

NRIC No/Business, LLP or Company Reg. No: _____

Address: _____

Contact Person(s): _____

Tel: _____ HP: _____ Email: _____

2. Location, Licence Period and Purpose of Use of State Land

Property ("State Land"): Holiday Bungalow Holiday Camp 5

Lot & MK/TS Nos: MK34 – 01249Xpt

Location: St. John's Island

Site Plan: Attached at **Annex A**

Purpose: Recreational Use

Licence Period: Commencing on: _____ At Check In Time: 3.00 pm

Ending on: _____ At Check Out Time: 9.30 am

PART B: OFFER

The Singapore Land Authority ("**SLA**"), on behalf of the **Government of the Republic of Singapore** (the "**Government**") offers to grant to you, the Applicant a licence for the use of the State Land for the Licence Period and Purpose abovementioned, subject to the terms and conditions set out in Part C.

If the terms and conditions set out in Part C below are acceptable to you, please indicate your unconditional acceptance of this offer by making the following payment to SLA:

Licence Fees	\$
GST	\$
Security Deposit	\$30.00
Total	\$

Dated this _____ day of _____, 20____.

Collector of Land Revenue
For and on behalf of the Government of the Republic of Singapore

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PART C: TERMS AND CONDITIONS OF THIS NON-RENEWABLE TEMPORARY OCCUPATION LICENCE ("TOL")

1. This TOL is issued to the Applicant (hereinafter referred to as the "Licensee") under the State Lands Rules.
2. During the Licence Period, the Licensee shall use the State Land for the Purpose abovementioned subject to and on the terms and conditions set out in this **Part C**.
3. The State Land is licensed to the Licensee on an "as is where is" basis, and the Licensee shall accept the actual state and condition of the State Land in all respects as at the date of this TOL and as at the commencement of the Licence Period.
4. The Licensee shall indemnify and keep the Government and SLA indemnified against all claims, costs, proceedings, actions, losses, demands, liabilities, damage and expenses of any nature whatsoever (including those relating to death or injury to persons or loss or damage to property, and legal costs and expenses on a full indemnity basis) suffered or incurred by or made against the Government or SLA arising directly or indirectly out of or in connection with:
 - (a) the use or occupation of the State Land by the Licensee or by any of the persons listed in the form submitted or to be submitted by the Licensee to SLA at the time of check-in (the "Permitted Occupiers");
 - (b) any act, default, omission or negligence of the Licensee or by any of the Permitted Occupiers on the State Land; and
 - (c) any breach or non-observance by the Licensee or any of the Permitted Occupiers of any of the provisions of this TOL.
5.
 - (a) The Licensee may cancel this TOL by giving SLA at least 14 working days' notice in writing prior to the commencement of the Licence Period, and upon the cancellation of this TOL, the Licence Fees (inclusive of GST) and the Security Deposit **less** an administrative fee of \$10.70 (inclusive of GST) shall be refunded to the Licensee.
 - (b) The Licence Fees shall be forfeited in full if the Licensee cancels this TOL with less than 14 working days' notice in writing prior to the commencement of the Licence Period.
 - (c) In this paragraph, "working day" means any day from Monday to Friday that is not a public holiday.
6. The Licensee shall, at its own expense, make good to the satisfaction of the Government, all damage to property (including without limitation, vegetation) arising from the use or occupation of the State Land.
7. The Collector of Land Revenue and any other person (including without limitation, any officer, employee or agent of SLA) authorised by him in writing may at any time enter the State Land for the purpose of inspection or for any other purpose.
8. Upon demand, the Licensee shall produce this TOL to any Collector or Deputy Collector of Land Revenue or any officer, employee or agent of SLA authorised by the Collector in writing.
9. The Licensee shall not do anything on the State Land which may be a nuisance or annoyance to or in any way interfere with the quiet and comfort of the occupants of adjoining lands or buildings or any other occupiers in the neighbourhood.
10. The Licensee shall not use the State Land for any form of gaming, gambling or unlawful meeting, or keep any wild animal or any reptile or bird in or upon the State Land or in the surrounding area of the State Land, or keep within the State Land any materials of a

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dangerous or explosive nature or the keeping of which may contravene any laws or regulations or by-laws, or use the State Land for any illegal or immoral purpose whatsoever.

11. The Government may at any time cancel or revoke this TOL, without having to provide any reasons for such cancellation or revocation and neither the Licensee nor any other person shall be entitled to any compensation or damages whatsoever, or any refund of the Licence Fees paid, or any alternative site, by reason of such cancellation or revocation.
12. (a) Where the Government is of the opinion that the Licensee is in breach of any of the provisions of this TOL and/or the House Rules (a copy of which is attached to this TOL), the Government may (but is not obliged to), without prejudice to any other right or remedy it may have under this TOL, apply the whole or any part of the Security Deposit for the purpose of making good any loss or damage sustained by the Government as a result of such breach and any expense incurred by the Government in making good the loss and damage in any manner as the Government deems fit Provided Always that if the Security Deposit is insufficient for such purpose, the Government is entitled to claim the difference from the Licensee.

(c) Subject to the Government's rights under this paragraph 12, the Government shall refund without interest the cash deposit(s) provided as security deposit, after the termination, cancellation, revocation or expiry of this TOL.
13. Every obligation by the Licensee is taken to include an obligation by the Licensee to ensure that each of the Permitted Occupiers comply with that obligation. Any obligation by the Licensee not to do any act or thing includes an obligation not to allow that act or thing to be done.
14. The Government and its agent, SLA, are not liable to the Licensee and the Licensee shall not claim against the Government or SLA for any cost, expenses, losses or damages suffered or incurred by the Licensee directly or indirectly caused by, resulting from or in connection with:
 - (a) any accident happening on the State Land; or
 - (b) any death or injury sustained on the State Land; or
 - (c) any damage or loss to any chattel sustained on the State Land.
15. (a) This TOL does not create any right under the Contracts (Rights of Third Parties) Act (Chapter 53B), which is enforceable by any person who is not a party to it, except and to the extent which sub-paragraph (b) below expressly provides for the Contracts (Rights of Third Parties) Act (Cap. 53B) to apply to the terms of paragraphs 4 and 14 of **Part C** of this TOL.

(b) SLA may enjoy the benefit of or enforce the terms of paragraphs 4 and 14 of **Part C** of this TOL in accordance with the provisions of the Contracts (Rights of Third Parties) Act (Cap. 53B).

ST JOHN'S ISLAND

