

**AGREEMENT FOR LEASING OF COVERED TRUCK WITH TAILGATE (FOOD GRADE TRANSPORT) FOR TWO YEARS (WITH OPTION FOR ONE MORE UNIT AND ONE YEAR EXTENSION)**

**THIS AGREEMENT** dated \_\_\_\_\_ is made Between

1. **SATS FOOD SERVICES PTE LTD (“SFS”)**, a company incorporated in Singapore, company registration no. 198500561R and having its registered office at 20 Airport Boulevard, Singapore 819659; And

2. \_\_\_\_\_ (Company Registration No.: \_\_\_\_\_), a company incorporated in Singapore and having a place of business at \_\_\_\_\_, Singapore \_\_\_\_\_ (“**Owner**”).

**WHEREBY IT IS AGREED** as follows:-

**1 HIRE OF THE VEHICLE**

1.1 The Owner will let on hire and SFS will take on hire one (1) covered truck with tailgate, (model \_\_\_\_\_) (the “**Vehicle**”), upon the terms and conditions of this Agreement. The Vehicle shall comply with the specifications set out in Annex C attached hereto.

**2 HIRING COMMENCEMENT AND TERM**

2.1 The hiring of the Vehicle shall commence on \_\_\_\_\_ (the “**commencement date**”) and shall continue for a period of **2 years** from the commencement date unless earlier determined in accordance with Clause 3 (the “**term of hire**”).

**3 TERMINATION**

3.1 This Agreement may be terminated by either party giving to the other at any time at least one month’s prior notice in writing.

**4 ACCEPTANCE RECEIPT**

4.1 On the commencement date or thereabout, SFS shall inspect the Vehicle and shall notify the Owner of any defects in writing. The Owner shall remedy the defects as soon as practicable after service of such notice on it.

**5 HIRE CHARGE**

5.1 SFS shall pay to the Owner during the term of hire the monthly hire charge of S\$\_\_\_\_\_ for the Vehicle. Payments will be made on a monthly basis within 30 days after SFS’s receipt of the Owner’s monthly invoice.

5.2 Where any part of a calendar month is included in the term of hire, the hire charge due and payable by SFS will be prorated in respect of such period.

5.3 The hire charge stated in Clause 5.1 is exclusive of Goods and Services Tax ("GST") calculated by reference thereto. Such GST shall be paid by SFS. The Owner shall submit its tax invoices to SFS for payment of GST.

## **6 OPERATION OF THE VEHICLE**

6.1 During the term of hire, the Vehicle shall be operated to SFS's operational standards.

## **7 OWNER'S RESPONSIBILITY**

7.1 The hire charge referred to in Clause 5.1 hereof shall be inclusive of the Owner's charges for the following items, which accordingly shall be performed by the Owner without additional cost to SFS:-

- (a) supply to SFS of a copy of the relevant Operating Manual for the Vehicle.
- (b) monthly maintenance and servicing of the Vehicle.
- (c) provision of labour, tyres and parts for breakdown repair due to fair wear and tear, puncture, and/or damage caused by circumstances beyond SFS's control or other than as specified in Clause 10.1. The Owner will supply one set of new tyres for the Vehicle per year.
- (d) registration of the Vehicle with both the Land Transport Authority of Singapore ("LTA") and the Civil Aviation Authority of Singapore ("CAAS") to enable the Vehicle to be used within the airport premises.
- (e) arrangements for annual inspection of the Vehicle, as necessary, by all relevant authorities, at the Owner's cost. The Owner shall monitor and renew at its own cost the vehicle permits issued by CAAS and LTA, and ensure that the said permits remain valid throughout the term of hire. Where SFS attends to the foregoing and incurs any fees on behalf of the Owner, the Owner shall reimburse SFS for the same and pay to SFS an administrative charge of 15% of such fees, on demand.
- (f) training of SFS's authorised personnel on the operation of the Vehicle.
- (g) removal of plastic sheets, strapping materials and any other materials found entangled in the wheels of the vehicle.

## **8 COLLECTION OF THE VEHICLE**

8.1 Upon the termination of the hire under this Agreement whether by expiration of time or otherwise, the Owner shall at its own expense collect the vehicle from SFS.

## **9 ASSIGNMENT**

9.1 This Agreement is personal to the Owner and the Owner may not assign the whole or any part thereof or any of its rights, interests and obligations hereunder.

9.2 SFS may, by giving at least one week's prior notice in writing to the Owner, assign the whole or any part of this Agreement or all or any of its rights, interest and obligations hereunder, to any of its related or associated corporations. The Owner hereby gives its consent to such assignment/novation as described herein.

## **10 MAINTENANCE**

10.1 The Owner shall during the continuance of this Agreement service and repair the vehicle at its sole expense as specified in Clause 7.1(b) and (c) unless any damage or loss is directly caused by SFS's gross negligence or wilful misconduct, in which case such repair or replacement shall be executed by the Owner as and when required by SFS and at SFS's expense.

## **11 BREAKDOWN**

11.1 SFS shall notify the Owner of any defect, breakdown or unsatisfactory working of the Vehicle or any part thereof.

11.2 To make good any fault, the Owner shall proceed with reasonable despatch to carry out repairs and minimise the down-time or non-availability of the Vehicle and unless prior notice is given and accepted by SFS, no repair shall take more than 24 hours from the time that SFS gives the Owner the notice referred to in Clause 11.1.

11.3 If the Owner is unable to repair and restore the Vehicle back to serviceable condition within 24 hours from the time that SFS gives the Owner the notice referred to in Clause 11.1, the Owner shall supply SFS with a substitute vehicle of age and quality at least equivalent to the age and quality of the Vehicle without additional cost to SFS, either temporarily until the Vehicle have been repaired and returned to SFS's designated premises or in replacement of the Vehicle.

11.4 If the Owner fails to supply SFS with a substitute vehicle as described in Clause 11.3 within 24 hours from the time that SFS gives the Owner the notice referred to in Clause 11.1, SFS will lease/hire from other sources other equipment to replace the substitute vehicle which has not been supplied and the Owner shall bear the cost of and reimburse SFS for the full rental of the replacement equipment.

11.5 The supply by the Owner of a substitute vehicle in accordance with the foregoing provisions shall be free of charge to SFS save in the event that the Vehicle is defective or break down or fail to work satisfactorily due to an accident and/or damage not arising out of the act, omission, default or neglect of the Owner or its employees or agents. In such a case, if the repair and restoration of the Vehicle is not effected to SFS's satisfaction within 48 hours from the time that SFS gives the Owner the notice referred to in Clause 11.1, substitute vehicle as described in Clause 11.3 will have to be provided by the Owner within such 48-hour period at a daily rate to be borne by SFS, calculated as follows:-

50% of monthly hire charge set out in Clause 5.1  
30 days

11.6 If the Vehicle is still not repaired and remain unserviceable after 30 days have elapsed from the time that SFS gives the Owner the notice referred to in Clause 11.1, SFS need not pay any rental or hire charge for the substitute vehicle thereafter.

11.7 All costs incurred in the transportation of the Vehicle and the substitute vehicle to and from SFS's designated premises shall be borne by the Owner.

11.8 If the Vehicle break down other than through SFS's gross negligence or wilful default, SFS shall be allowed pro rata reduction of the hire charge in respect of the period from the time the Owner receives notification from SFS of such breakdown up to the time when the Vehicle have been repaired.

## **12 INDEMNITY**

12.1 The Owner shall be liable for and shall indemnify and hold harmless SFS and its related and associated corporations against any liability, loss, claim or proceedings whatsoever arising at common law or by statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of the performance or non-performance or purported performance by the Owner of its obligations under this Agreement.

12.2 The Owner shall be liable for and shall indemnify and hold harmless SFS and its related and associated corporations against any liability, loss, claim or proceedings in respect of any loss or damage to any property real or personal whatsoever arising out of or in the course of the performance or non-performance or purported performance by the Owner of its obligations under this Agreement.

## **13 INSURANCE**

13.1 The Owner shall maintain with a reputable insurer a standard all-risks policy of insurance in the joint names of the Owner and SFS and its related and associated corporations, to insure the Vehicle against loss or damage, including without limitation, Comprehensive Motor Insurance covering Own Damage including Fire and Theft and Third Party liability including property damage and bodily injury, and any such other risks as are customarily insured in a standard all-risks policy. The Owner shall also maintain a SFS approved Aviation Insurance Policy. The policy shall be endorsed with a waiver of subrogation rights in favour of SFS and its related and associated corporations.

## **14 FORCE MAJEURE**

14.1 Neither party to this Agreement shall be liable for any loss, damage or expenses which arise(s) from its delay, failure or omission to perform or observe this Agreement because of strikes, lockouts, war, civil commotion, riots, Acts of God or other exceptional and extraordinary causes which are outside the control of such party.

## **15 NOTICES**

15.1 All notices permitted or required to be given hereunder shall be in writing and either delivered in person or sent by certified registered mail, postage prepaid, or facsimile, to the address of the relevant party as set out on page 1 or the facsimile number of the relevant party as set out below, or such other address or facsimile number as notified by the relevant party to the other from time to time.

SFS : 67741639

Contractor fax :

## **16 STAMP DUTIES AND INCIDENTAL EXPENSES**

16.1 Stamp duty and all incidental expenses payable on or in connection with the preparation and execution of this Agreement shall be borne and paid by the Owner.

## **17 GOVERNING LAW**

17.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore.

## **18 NON-EXCLUSIVE SERVICE**

18.1 The Owner shall not be the exclusive supplier of vehicle to SFS.

## **19 MEDIATION**

19.1 All disputes, controversies or differences arising out of or in connection with this Agreement shall first be submitted to the Singapore Mediation Centre ("**SMC**") for resolution.

The disputes, controversies or differences shall be referred to SMC within 14 days from the time they arose, in accordance with Mediation Procedure for the time being in force. The parties agree to participate in mediation in good faith and undertake to abide by the terms of any settlement reached.

Provided Always that the foregoing shall not apply if one party serves a written notice on the other party and the SMC stating that it does not agree to submit the matter for mediation, or that it will be submitting the dispute for arbitration or litigation.

## **20 OPTION FOR FURTHER HIRING**

20.1 The Owner grants to SFS an irrevocable option to extend the period of hire of the Vehicle (referred to in Clause 1.1) for a further period of One (1) years commencing on the date of expiry of the initial period of hire as specified in Clause 2.1, at the unit price of Singapore dollars \_\_\_\_\_ (S\$\_\_\_\_\_) per month for the Vehicle. All other terms and conditions will be the same as stated in this Agreement.

**IN WITNESS WHEREOF** the parties have hereunto set their hands on the day and year first before written.

SIGNED BY: _____	]	.....
	]	
	]	(Signature of
for and on behalf of	]	Authorised Signatory)
<b>SATS FOOD SERVICES PTE LTD</b>	]	
in the presence of:	]	
_____	]	.....
	]	(Signature of Witness)

SIGNED BY: _____	]	.....
	]	
	]	(Signature of
for and on behalf of	]	Authorised Signatory
	]	& Company Stamp)
in the presence of:	]	
_____	]	.....
	]	(Signature of Witness)