

ISOLATION SUB-PLOT - TERMS AND CONDITIONS OF USE

1 The Applicant for the Isolation Sub-Plot (ISP) (hereafter referred to as the ISP User) has successfully applied for the use of the ISP(s) indicated in Portion B of his application form. The Authority hereby grants the ISP User **use of the ISP for the isolation use under Stage 2 test requirements only**, with the following terms and conditions.

SCOPE OF USE

2 The ISP User shall be allowed to use the ISP to isolation sand and granite aggregates. A ISP User of either Pasir Ris or Lorong Halus or Tuas shall be entitled to unload sand and granite aggregates at BCA aggregate terminals for isolation of aggregates.

PAYMENT

3.1 The ISP User shall pay a ISP Rental Fee of \$1.40/sqm/week (subject to GST). Besides the standard berthing and other charges imposed by BCA, a surcharge of \$0.25/tonne (subject to GST) shall also be payable by the ISP User (if he is not an existing User with BCA aggregate terminals) for use of waterfront landing facilities.

3.2 Late payment interest charge is 5% per annum. All charges/fees are subject to changes without prior notice.

3.3 The applicant shall pay in advance the ISP Rental Fee. The cheque payment shall be submitted together with the Application Form (Form IPA) into the Isolation Sub-Plot Application Box in BCA's office. The application will be treated as null and void should the cheque state an insufficient amount or should the cheque issued be dishonoured by the drawer's bank for any reason.

3.4 BCA will inform all ISP's applicants the outcome of their application by fax and email as given by applicants in their application forms.

AMENDMENT, CANCELLATION, NO-SHOW AND EXTENSION,

4.1 The ISP User may initiate on his own accord to amend or cancel the lease of each ISP by submitting to BCA, in writing by fax (BCA Fax : 62246649) the proposed amendment, extension or cancellation.

4.2 For amendment of lease period, a notice of at least two (2) working days prior to the commencement of the lease period is required. The ISP User shall pay a processing fee of \$200 (subject to GST) for each amendment of lease period application regardless the outcome of the amendment application.

4.3 For cancellation of use of allocated ISP(s), the following refund of ISP rental will apply depending on when the notice of cancellation (in writing) is received by BCA:

<u>Notice of Cancellation received by BCA</u>	<u>Refund of ISP Rental</u>
more than 4 weeks before the lease period	95%
more than 2 weeks before the lease period	75%
more than 2 working days before the lease period	50%

4.4 The ISP User accepts that there may not be ISP available for his use as a result of his amendment of lease period which resulted in cancellation of the original booking of the ISP.

4.5 For no-show by the ISP User at the ISP, a minimum administrative fee of \$150 is payable. Above that an additional administrative fee of \$50 per day per ISP shall be payable for each day of no-show up to 3 days. BCA will forfeit the lease of the ISP(s) thereafter without refund of ISP rental.

4.6 For extension of lease period after commencement of the lease, the ISP User has to apply in person at BCA's office together with a letter to justify the request and the cheque for the rental of the extension period. Application for extension is only allowed on Wednesday of the week in which the ISP tenancy expires. Should Wednesday be a Public Holiday, the ISP User is allowed to submit his application the next earlier working day. Applications made in advance of the allowable day shall not be considered. The existing lease period plus the proposed extension period is subject to a maximum of 7 calendar weeks. The ISP User shall pay a processing fee of \$200 for each extension of lease period application regardless the outcome of the application. BCA's decision on whether to grant the applicant an extension shall be final.

USE OF PLOT

5.1 The ISP User also accepts that, due to circumstance beyond the control of the BCA, the ISP allocated to him may not be available for lease at the requested date of lease period. BCA shall endeavor to offer but does not guarantee the availability of alternative plot for use.

5.2 The ISP User consents to sharing of common access road with other users of ISP within the Isolation storage area at the Pasir Ris, Lorong Halus and Tuas respectively.

5.3 Upon the ISP User passing of Stage 2 test, BCA shall have the prerogative of requesting the ISP User to draw down his stock and vacate the ISP prior to the end of the lease period. A refund (pro-rata basis) will be made on paid rental for the remaining unused lease period.

5.4 Upon the ISP User passing the Stage 2 test and having more than 95% of his isolation stock drawn down prior to the end of the lease period, BCA shall have the right to instruct the ISP User to completely clear the isolation stock quickly and vacate the ISP. No refund will be made on the paid rental for the remaining unused lease period.

5.5 In the event that the ISP User fails the Stage 2 test, the ISP User shall dispose off his stock for non-concreting use, in the manner and time frame (hereafter called the Disposal Plan) as proposed by the ISP User and as agreed by the Authority, at his own costs and expenses. In the event of a failure to comply with the Disposal Plan, the Authority shall dispose off the stock and all costs and expenses incurred shall be borne by the ISP User. Any amounts over and above shall still be payable by the ISP User to the Authority. The Authority also reserves the right to suspend the ISP User's berthing rights at all aggregate terminals for a period to be determined by the Authority.

5.6 The ISP User shall make good any damage done to roads, turfed areas, drains, fence, boundary concrete blocks, sewer, utility and other such public or private services or property whether by accident or otherwise. He shall indemnify the Authority for all costs and expenses incurred by the Authority in respect of repairing or reinstating the same.

COMPLIANCE WITH STATUTORY OBLIGATIONS

6 The ISP User shall at his own expense comply with all existing laws, regulations, by-laws ("Regulations") and any other laws, regulations and by-laws which may come into force.

ASSIGNMENT AND SUB-LETTING

7 Neither the whole nor any part of the Plot may be assigned or sub-let to any person without the prior written consent of the Authority.

ADMINISTRATIVE CHARGE

8 In the event of any breach by the ISP User of its obligations under this Terms & Conditions of Use, the ISP User shall pay to the Authority an administrative charge for the period during which the ISP User is in breach of this Terms & Conditions of Use. The rate shall be a minimum administrative fee of \$150 per ISP and \$50 per day per ISP for the period of breach. The payment of such administrative charges shall not relieve the ISP User from his liability in respect of such breach, nor from the performance of all his obligations under this Terms & Conditions of Use.

INSURANCE

9 The ISP User shall be solely liable for and shall indemnify the Authority and at all times insured against himself any liability, loss, claim or proceedings whatsoever arising under any statute or at common law.

EXPIRY OF ISP TENANCY

10 On the expiry of the ISP tenancy, the ISP User shall forthwith reinstate the Plot up to the satisfaction of the Authority, peacefully vacate and deliver up the Plot to the Authority.

OTHERS

11 Notwithstanding the above clauses, BCA shall not in any event be liable for any damages and/or losses suffered by or expense incurred by the ISP User in respect or arising out of his application for the plot, the use of the plot, the vacating and the surrender of the plot to BCA on or before the expiry as well as termination of the ISP tenancy.