

PERFORMANCE BOND

THIS DEED is made the _____ day of _____ 201__ BETWEEN
_____ of _____

(Name of Bank/Insurer*)

(Address)

(hereinafter referred to as “the Bank/Insurer*”) of the one part and the LAND TRANSPORT AUTHORITY OF SINGAPORE, a statutory body incorporated in Singapore under Land Transport Authority of Singapore Act (Cap. 158A) and having its office at 1 Hampshire Road, Block 1, Singapore 219428 (hereinafter referred to as “the Authority”) of the other part.

WHEREAS:

A. _____ of _____

**(Name of Licensee)

(Address)

_____ (hereinafter referred to as "the Licensee") OR

_____ of _____ and

***(Name of 1st Partner)

(Address)

_____ of _____ (hereinafter

***(Name of 2nd Partner)

(Address)

jointly referred to as “the Licensee”) has entered into a Licence with the Authority under Licence No. _____ for _____ (hereinafter referred to as “the Licence”) for the operation of _____ devices for a period of _____ years and _____ months. Total Licence fee of Singapore Dollars _____ (S\$_____).

B. The Licensee is required by Clause 8(G)(2)(e) of the Parking Place Act to provide the Authority a performance bond, guarantee or any other form of security (hereinafter referred to as "the guaranteed sum") of a sum equal to \$30 x 25,000. The Licensee had agreed to provide the Authority the guaranteed sum as specified in the "Notes to Applicant" Section of the Licence Application Form and duly executed by an insurance company or bank approved in writing by the Authority.

C. The Bank/Insurer* has agreed to enter into this Deed to provide the guaranteed sum as specified hereinafter to satisfy part of the Licensee's obligations required by the Licence.

NOW THIS DEED WITNESSETH as follows:

1. The Bank/Insurer* hereby unconditionally undertakes and covenants to pay on demand any sum or sums which may from time to time be demanded in writing by the Authority up to a maximum aggregate sum of Singapore Dollars _____ (S\$ _____) ("the guaranteed sum") to be held by the Authority as security for and until the performance and completion by the Licensee of all the conditions of the Licence in all respects.

2. The liability of the Bank/Insurer* under this Deed shall not be discharged or impaired by reason of any modification(s) or variation(s) (with or without the knowledge or consent of the Bank/Insurer*) in any of the stipulations or provisions of the Licence or the works, acts or things to be executed, performed or done under the Licence or by reason of any breach or breaches of the Licence by the Licensee or by reason of any forbearance whether as to time, payment, performance or any other matter accorded by the Authority to the Licensee.

3. The Bank's/Insurer's* liability under this Deed shall continue and this Deed shall remain in full force and effect from **13 September 2019** until **31 January 2021** provided always that the expiry date of this Deed and the Bank's/Insurer's* liability thereunder shall be automatically extended for successive periods of 12 months unless the Bank/Insurer* gives the Authority 90 days' written notice prior to the expiry of its liability of the Bank's/Insurer's* intention not to extend this Deed in respect of any future extension and provided further that the Authority shall be entitled, upon receiving such notice of the Bank's/Insurer's* intention (and within the period specified in Clause 4 hereof), either to:

- a. make a claim under this Deed; or
- b. direct the Bank/Insurer* to pay such amount (not exceeding the Guaranteed Sum) as the Authority may specify into a suspense account to be governed and disbursed by the Bank/Insurer* subject to the Association of Banks in Singapore's Guidelines for operation of a Suspense Account; or
- c. direct the Bank/Insurer* to extend the validity of this Deed for a further period not exceeding 12 months (and this Deed shall then expire at the end of such further period).

4. This Deed is conditional upon a claim or direction as specified herein being made by the Authority by way of a notice in writing addressed to the Bank/Insurer* and the same being

received by the Bank/Insurer* at [insert address of Bank's/Insurer's* notification office: _____] within 90 days from the expiry of this Deed. Thereafter this Deed shall become null and void notwithstanding that this Deed is not returned to the Bank/Insurer* for cancellation except for any claim(s) or direction submitted to the Bank/Insurer* in writing not later than 90 days from the expiry of this Deed.

5. The Bank/Insurer* shall be obliged to effect the payment required under such a claim or direction within 30 business days of the Bank's/Insurer's* receipt thereof. The Bank/Insurer* shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim or direction and shall be entitled to rely upon any written notice thereof received by the Bank/Insurer* (within the period specified in Clause 4 hereof) as final and conclusive.

6. The Authority may make more than one claim on this Deed so long as the claims are made pursuant to Clause 4 hereof and within the period specified therein and the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

7. This Deed is issued subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore courts.

IN WITNESS WHEREOF the abovenamed _____
has affixed its Common Seal hereunto on the date and year abovewritten.

THE COMMON SEAL OF _____)
(Name of Bank/Insurer*))

was affixed hereunto in the presence of :)
)
)
)

OR

IN WITNESS WHEREOF the abovenamed _____
(Name of Bank/Insurer*)

have caused this Deed to be duly executed by its Attorney as of the day and year first abovewritten.

SIGNED, SEALED AND DELIVERED)

by _____)
for and on behalf of _____)
_____)
acting under a Power of Attorney)
dated _____)
in the presence of:- _____)
_____)

Note: The testimonium clause should be suitably amended if this Deed is executed by a duly authorised attorney. Please furnish copy of the Power of Attorney.

* Delete as appropriate.

** For use where Licensee is a Private Limited Company.

*** For use where Licensee consists of a joint venture firm which is not incorporated
(ie. Partnership).

Note: All bonds issued in favour of the Authority shall be issued by the Singapore office or branch of Financial Institutions approved by the Monetary Authority of Singapore (MAS).