



General Terms & Conditions

1 DEFINITIONS AND INTERPRETATION

1.1 In these General Terms & Conditions, the following words and expressions shall have the following meanings:

“Agreement”	means the agreement for services entered into between the Customer and SingPost, which incorporates, <i>inter alia</i> , these General Terms & Conditions and the relevant Specific Service Terms & Conditions.
“Authority”	means in relation to SingPost, the Info-communications Development Authority of Singapore established and constituted under the Info-communications Development Authority of Singapore Act (Cap. 137A) of Singapore, or any governmental or regulatory body which has the responsibility of supervising and/or regulating the postal industry in Singapore and its licensees thereunder.
“Changes”	means any addition, deletion, modification or alteration to any Service, the manner in which any Service is provided, or the performance standards of any Service, as may be mutually agreed in writing by the Parties.
“Charges”	means the fees payable by the Customer in connection with SingPost’s provision of any Service.
“Confidential Information”	includes, but is not limited to, all information of a commercial, technical or financial nature relating to any Service and/or the Disclosing Party which is deemed to be unique, secret and confidential, and which constitutes the exclusive property or trade secrets of the Disclosing Party, regardless of form, format or media including without limitation, written, oral or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items.
“Customer”	means any person who applies or subscribes for or utilises a Service.
“Customer Information”	means, in relation to a Customer, all information which SingPost obtains, and any other information and data provided by the Customer to SingPost, as a result of the Customer’s use of a Service.
“Disclosing Party”	means the Party who discloses Confidential Information to the Receiving Party.
“GST”	means prevailing tax imposed under the Goods and Services Tax Act (Cap.117A) (the “GST Act”).
“Party”	means SingPost or the Customer.
“Receiving Party”	means the Party who receives Confidential Information from the Disclosing Party.



“Security Deposit”	means the deposit in such form and for such amount as may be reasonably required by SingPost from time to time.
“Services”	means the services offered or provided by SingPost to the Customer from time to time and “Service” means any one of them.
“Specific Service Terms & Conditions”	means the terms and conditions prescribed by SingPost with respect to the provision of a specific Service.
“Working Day”	means Mondays to Fridays (excluding public holidays).

1.2 Unless the contrary intention appears:

- a. A reference to these General Terms & Conditions or another instrument includes any variation or replacement of any of them;
- b. A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- c. The singular includes the plural and vice versa;
- d. The word “person” includes a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency, and includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- e. If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- f. A reference to a day is to be interpreted as the period of time commencing at midnight and ending twenty-four (24) hours later;
- g. A reference to a time is a reference to Singapore time;
- h. A reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, and to each of them individually;
- i. The words “including”, “for example” or “such as” are not used as, or to be interpreted as a word of limitation, and do not limit the meaning of the words to which the example relates to that example or an example of a similar kind;
- j. No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of these General Terms & Conditions or any part of it; and
- k. Headings are inserted for convenience and do not affect the interpretation of these General Terms & Conditions and/or Specific Service Terms & Conditions.



2 APPLICATION OF GENERAL TERMS & CONDITIONS

- 2.1 These General Terms & Conditions shall apply to each and all the Services whenever applied for or provided to the Customer, in addition to any Specific Service Terms & Conditions, except to the extent, if any, expressly excluded in the Specific Service Terms & Conditions, provided that:
- a) in the event of any conflict or inconsistency between any provision of the Specific Service Terms & Conditions and any provision of these General Terms & Conditions, the provision of the Specific Terms & Conditions shall prevail; and
 - b) all rights conferred on SingPost under these General Terms & Conditions with respect to any matter or event shall be additional to the rights conferred on SingPost under the Specific Terms & Conditions with respect to that matter or event.

3 SERVICES

- 3.1 SingPost reserves the right to refuse to offer any Service to any Customer without having to assign any reason for such refusal.
- 3.2 SingPost shall perform the Services in accordance with the service levels set out in the relevant Specific Service Terms & Conditions.
- 3.3 The Customer shall comply with the Specific Service Terms & Conditions.
- 3.4 Either Party may from time to time request Changes to any Service. No Changes shall be implemented unless and until the scope of the Changes and any additional Charges to be paid by the Customer arising from the Changes have been mutually agreed in writing by the Parties.

4 CHARGES AND PAYMENT

- 4.1 In consideration of SingPost's provision of any Service, the Customer shall pay to SingPost the Charges.
- 4.2 SingPost may at any time review the Charges, and any new Charges so specified by SingPost shall apply from such date as SingPost may notify the Customer in writing.
- 4.3 Notwithstanding anything contained herein, SingPost reserves the right to revise the Charges without prior notice as a result of:
- (a) any approval, order, direction, determination, requirement, laws, regulations or procedures imposed by any governmental or regulatory authorities or the Authority; and/or
 - (b) surcharges relating to fuel, security, conveyance costs or any other costs arising from situations beyond the reasonable control of SingPost.
- 4.4 SingPost shall prepare and deliver to the Customer invoices for the Charges on a monthly basis in arrears. Such invoices shall state the Charges and GST payable (where applicable). All Charges are subject to prevailing GST unless the contrary is expressly stated. Where all or any part of the Charges are expressly stated to be exclusive of GST, GST shall be payable, where applicable, to all or such part of the Charges hereunder.



- 4.5 The Customer shall pay all Charges stated in any invoice within thirty (30) days from the date of that invoice, failing which the Customer shall pay SingPost interest at the rate of twelve per cent (12%) per annum from the due date until the date of full payment.
- 4.6 If the Customer, in good faith, disputes an invoice in whole or in part, it shall submit a written notice of such dispute to SingPost, together with such supporting documentation, to the reasonable satisfaction of SingPost, to substantiate such dispute, within thirty (30) days after the date of the invoice. The Parties shall cooperate to investigate the dispute and resolve it within fourteen (14) days of the receipt by SingPost of such written notice. In the event that such dispute is discovered to be a result of any error on the part of SingPost, SingPost shall waive interest on the disputed amount at the rate of twelve per cent (12%) per annum from its original due date until the date of full payment of the disputed amount.
- 4.7 In the event the Customer requires SingPost to present its invoices or to allow payment of its invoices via electronic means, the Customer shall bear all charges incurred, including all third party charges, if any.
- 4.8 The Customer shall, whenever requested by SingPost, lodge with SingPost a Security Deposit for the due observance by the Customer of all stipulations, conditions and obligations on the part of the Customer in these General Terms & Conditions and the relevant Specific Service Terms & Conditions. The Security Deposit shall either be in the form of a bank cheque or an unconditional banker's guarantee, from a bank established in the Republic of Singapore and approved by SingPost. In the event of default by the Customer in complying with the stipulations, conditions and obligations contained in these General Terms & Conditions and/or Specific Service Terms & Conditions, SingPost shall be entitled but not obliged, and without prejudice to any other remedy which SingPost may be entitled, to apply the Security Deposit or any part thereof in or towards payment of any moneys outstanding or to remedy such defaults or to compensate SingPost for any loss or expense to SingPost occasioned by such default. If any part of the Security Deposit shall be applied by SingPost in accordance with this Clause, the Customer shall on demand by SingPost forthwith deposit with SingPost the amount deducted from the Security Deposit. Within three (3) months from the date of termination of a Service, SingPost shall return the Security Deposit by returning the bank cheque or discharging the banker's guarantee for the full value or the balance thereof, as the case may be, without any interest payable thereon.
- 4.9 If the Customer fails to pay SingPost the Charges on the due date, without prejudice to any other right or remedy available to SingPost, SingPost shall be entitled to:
- a) upon having served a notice seven (7) Working Days prior to its intention to suspend the performance of any Service, immediately suspend after expiry of such notice, the performance or further performance of its obligations without liability to the Customer, until the Charges which are due and payable are paid in full, including any interest levied, and
 - b) deduct from the Security Deposit all outstanding amounts due.
- 4.10 Invoices are due and payable in Singapore Dollars.
- 4.11 All payments for Charges must be:
- a) paid by cash, cheque, banker's draft, cashier's order, NETS or electronic transfer directly to the nominated account(s) of SingPost;
 - b) paid without counterclaim and free and clear of any withholding or deduction; and



- c) accompanied by such information as is reasonably required by SingPost to properly allocate payments received.

4.12 For payments by interbank GIRO, the Customer shall:

- a) fulfill all conditions stated in the application form for interbank GIRO; and
- b) be fully responsible for ensuring that there are sufficient funds in its bank account for the GIRO deduction. If the GIRO deduction is not successful regardless of whatever reasons and in the event that any invoice remains unpaid after becoming due, SingPost shall be entitled to charge interest on the unpaid Charges at the rate of twelve per cent (12%) per annum from the due date of the invoice till the receipt of the overdue payment.

4.13 For payments by cheque, the cheque should be crossed and made in favour of "SINGAPORE POST LIMITED". Post-dated and/or personal cheques will not be accepted.

5 GOODS AND SERVICES TAX

5.1 Subject to Clause 4.4, the Customer shall pay to SingPost, in addition to the Charges, a sum equal to the prevailing GST chargeable on the provision to the Customer of any Service by SingPost in accordance with these General Terms & Conditions and/or Specific Service Terms & Conditions.

6 OTHER TAXES AND LEVIES

6.1 Except where provided for otherwise, the Customer shall be responsible for all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated (hereinafter referred to as "Taxes"), arising out of or in connection with any Service, including but not limited to, any tax which the Customer is required to withhold or deduct from payments to SingPost, except any income tax imposed upon SingPost by the Inland Revenue Authority of Singapore.

6.2 If Taxes pursuant to Clause 6.1 above are required to be paid, the Customer shall pay such Taxes as are necessary to ensure that SingPost receives a net amount equal to the Charges which SingPost would have received had the payment not been made subject to such Taxes.

7 LIMITATION OF LIABILITY

7.1 To the extent permitted by law, neither Party shall be liable to the other Party in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by the other Party in connection with any Service whether during or after the term of the provision of the Service. For the purposes of these General Terms & Conditions and the Specific Service Terms & Conditions, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

7.2 Where SingPost's liability is not expressly excluded under the Specific Service Terms & Conditions or under any applicable law, subject to satisfactory proof, SingPost's liability to the Customer for any event giving rise to a claim in contract (including indemnities), tort (including negligence) or otherwise whosoever and whatever the cause thereof, arising by reason of or in connection with any Service under the Agreement shall be limited to a maximum amount of the Charges payable by the Customer to



SingPost for the Service for a period of one (1) month immediately preceding the event giving rise to the claim, provided always that the aggregate cumulative liability of SingPost for all claims arising by reason of or in connection with that Service for the duration of the Agreement shall not exceed the aggregate Charges payable by the Customer in respect of that Service under the Agreement.

- 7.3 Neither Party shall be in breach of these General Terms & Conditions and/or Specific Service Terms & Conditions, and shall not be liable to the other for its failure to perform its obligations if, and to the extent that, such failure results from the other Party failing to perform any of its obligations under these General Terms & Conditions and/or Specific Service Terms & Conditions.
- 7.4 SingPost shall not be liable for all claims for libel, slander or infringement of copyright arising from the material transmitted or received in connection with any Service and all other claims arising out of any act or omission of the Customer in connection with such Service. In the event of any such claim, the Customer shall indemnify and keep indemnified SingPost in full in respect of such claim.
- 7.5 Nothing in these General Terms & Condition and/or Specific Service Terms & Conditions in any way excludes or restricts a Party's liability for death or personal injury resulting from the negligence of that Party.

8 INDEMNITY

- 8.1 The Customer shall indemnify and keep SingPost indemnified against any claim, action, suit or proceeding brought or threatened to be brought against SingPost by a third party in relation to SingPost's performance of any Services, arising out of any act, omission or default (whether or not resulting from negligence) of any of the Customer's obligations under these General Terms & Conditions and/or Specific Service Terms & Conditions, and to pay SingPost damages, costs and interest in connection with such claim, action, suit or proceeding.

9 TERMINATION

- 9.1 Either Party ("Terminating Party") may terminate these General Terms & Conditions and/or Specific Service Terms & Conditions in full or to the extent necessary by providing notice to the other Party where:
 - a) the Terminating Party provides not less than one (1) month's prior written notice to the other Party; or
 - b) the other Party breaches of any of the terms and conditions of these General Terms & Conditions and/or Specific Service Terms & Conditions, the Terminating Party has given fourteen (14) days' notice of such breach and the other Party has failed to rectify such breach within that time.
- 9.2 SingPost may terminate these General Terms & Conditions and/or Specific Service Terms & Conditions in full or to the extent necessary by providing notice to the Customer where:
 - a) SingPost is of the opinion that any Service has been used in such a manner as to cause embarrassment or inconvenience or in any manner unacceptable to SingPost, and where SingPost has given fourteen (14) days' notice of such breach and the Customer has failed to rectify such breach within that time;



- b) the Customer has outstanding Charges or any other monies due and payable to SingPost which remain unpaid, and where SingPost has given fourteen (14) days' notice of such breach and the Customer has failed to rectify such breach within that time;
- c) SingPost is unable to provide any Services due to lack of reasonable operating capacity;
- d) the Customer has been adjudged bankrupt or if a receiving order has been made against it, or if the Customer is insolvent or is in liquidation (whether voluntary or compulsory) or if the Customer has made compositions or arrangements with, or assignment for the benefit of, its creditors;
- e) the Customer, in the case of a corporation, has a winding-up petition presented against it, or has a receiver or a receiver and manager or a judicial manager appointed;
- f) the Customer, in the case of a corporation, has in SingPost's reasonable opinion, ceased to carry on business;
- g) the continued operation of these General Terms & Conditions and/or Specific Service Terms & Conditions would be unlawful or would pose an imminent threat to life or property;
- h) in SingPost's reasonable opinion, the Customer attempted to use, is likely to use or has used any Service (whether with or without the authorisation and/or permission of SingPost) in contravention of any law;
- i) any material information provided or representation made by the Customer to SingPost is untrue, misleading or inaccurate and has an adverse material impact on SingPost in relation to its provision of any Service; or
- j) any gift or consideration of any kind was given or offered to any of SingPost's staff as an inducement or reward in connection with the provision of any Service.

9.3 In the event the Authority directs or instructs or gives guidance that SingPost should (i) terminate all or part of these General Terms & Conditions and/or Specific Service Terms & Conditions and/or (ii) continuation of these General Terms & Conditions and/or Specific Service Terms & Conditions would cause SingPost to be in breach of any laws or regulatory requirements or guidance to which it is subject, SingPost shall be entitled to terminate these General Terms & Conditions and/or Specific Service Terms & Conditions forthwith without entitling the Customer to receive any compensation in respect of the termination.

9.4 Upon termination of these General Terms & Conditions and/or Specific Service Terms & Conditions in full or to the extent necessary, all Services or other rights conferred on either Party under these General Terms & Conditions and/or Specific Service Terms & Conditions (as the case may be) shall immediately terminate and the Customer shall immediately:

- a) Cease to use any permit(s) allocated to it;
- b) Cease supplying, distributing and printing the stationary incorporating the permit(s) allocated to it;
- c) Ensure that the permit(s) allocated to it is completely covered on all remaining copies of such stationery and shall undertake to destroy the remaining copies of the stationery; and
- d) Return forthwith at its own expense to SingPost any associated equipment, stationery or operational items supplied by SingPost.



- 9.5 If the Customer fails to comply with Clause 9.4, upon reasonable prior written notice being served upon the Customer, SingPost shall have the right to access the Customer's premises for the purpose of recovering the stocks of materials bearing the permit(s) allocated to it or any other material or stationery belonging to SingPost and shall be at liberty to destroy and dispose of them.
- 9.6 Upon termination of the Agreement or any part thereof, each Party must, at its own expense, deliver to the other Party, or after notices from that other Party, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.
- 9.7 Any termination by either Party of the Agreement or any part thereof shall be without prejudice to any other rights or liabilities of either Party accrued prior to and including the date of termination.
- 9.8 In the event the Authority removes the Service required to be provided by SingPost under its licence granted by the Authority under the Postal Services Act (Cap. 237A) from being required to be supplied or exempts SingPost from supplying such Service under its licence, SingPost may immediately terminate the supply of such Service and those aspects of these General Terms & Conditions and/or Specific Service Terms & Conditions which relate to such Service, by giving written notice to the Customer with effect on or after the effective date of such removal or exemption as notified by the Authority.
- 9.9 Notwithstanding the termination or expiry of the Agreement, Clause 11 of these General Terms & Conditions shall continue in full force and effect.
- 9.10 Notwithstanding Clauses 9.1 to 9.9 hereof, SingPost may, upon payment by the Customer of such sums as demanded by SingPost, and in its absolute discretion, subsequently restore the Service and/or permit(s) allocated to it. Accordingly, all clauses stated herein shall continue to be in force.
- 9.11 A Party's right to suspend or terminate the Agreement or any part thereof shall be without prejudice to any other rights or remedies, which the Party may have in law or in equity.
- 9.12 Any termination or suspension of any Service by SingPost for whatever reasons shall not entitle the Customer to receive any compensation in respect of the termination or suspension.

10 NOTICES

- 10.1 All notices, requests, consents, demands and other communications required or permitted to be given or made under or in connection with these General Terms & Conditions and/or Specific Service Terms & Conditions shall be given or made in writing and sent by:-
- a) hand;
 - b) pre-paid registered mail or courier with recorded delivery;
 - c) facsimile transmission; or
 - d) email,
- addressed to the intended recipient Party at its address, facsimile number or email address as may be notified to the other Party in writing from time to time.



- 10.2 Any such notice, request, consent, demand or communication shall be deemed to have been duly served:-
- a) if sent by hand, at the time of delivery;
 - b) if sent by prepaid registered mail or courier, at the time of delivery;
 - c) if sent by successfully transmitted facsimile transmission, at the time of dispatch (provided that the receipt of such facsimile transmission is confirmed and that immediately after such dispatch, a copy thereof is sent by pre-paid registered post); or
 - d) if sent by email, upon receipt, provided always that (i) the sender shall have received a return receipt of the email from the recipient, and (ii) the time of transmission of the email is between the hours of 9am and 5pm on a Working Day, and if the time of transmission takes place outside such hours, the time of receipt shall be deemed to be 9am on the next Working Day.

11 CONFIDENTIALITY

- 11.1 Each Party acknowledges that during the course of the performance of these General Terms & Conditions and/or Specific Service Terms & Conditions, it may have access to Confidential Information of the other Party or one of its affiliates, and the Parties acknowledge that they are in a confidential relationship with the other. Confidential Information shall be used by Receiving Party only in performing or receiving the benefit of these General Terms & Conditions and/or Specific Service Terms & Conditions and may not be used for other purposes, except upon such terms as may be agreed upon in writing by the Disclosing Party. The Receiving Party agrees to maintain the confidentiality of the Confidential Information disclosed to it under these General Terms & Conditions and/or Specific Service Terms & Conditions and to use the same degree of care as it uses with regard to its own Confidential Information of similar importance to prevent the disclosure, publication or unauthorised use of the Confidential Information and in any case, no less than reasonable care. Neither Party may duplicate or copy Confidential Information of the other Party other than to the extent necessary for legitimate business use in connection with these General Terms & Conditions and/or Specific Service Terms & Conditions.
- 11.2 The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same:
- a) is in or enters the public domain, other than by breach of these General Terms & Conditions and/or Specific Service Terms & Conditions; or
 - b) is known to the Receiving Party on a non-confidential basis prior to disclosure pursuant to these General Terms & Conditions and/or Specific Service Terms & Conditions; or
 - c) is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or
 - d) is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law.
- 11.3 The Customer may, by any form of writing give its consent or authority to SingPost's collection, use, disclosure and/or retention of Customer Information for any purpose(s) requested by SingPost.



12 DISPUTE RESOLUTION

- 12.1 If a dispute arises out of or in connection with these General Terms & Conditions and/or Specific Service Terms & Conditions, either Party may, by notice, require the other Party to seek to resolve the dispute by negotiation in good faith.
- 12.2 Notwithstanding Clause 12.1, nothing in these General Terms & Conditions and/or Specific Service Terms & Conditions shall prevent a Party, with the consent of the other Party, from attempting to settle any dispute arising out of these General Terms & Conditions and/or Specific Service Terms & Conditions by the following methods:
- a) mediation conducted in private and in accordance with the rules of the Singapore Mediation Centre, with each Party bearing its own costs for participation and halving the costs of engaging the mediator, with any agreement binding the Parties on its terms. Where the parties fail to reach agreement under this Clause, the dispute may be referred to the arbitration process under Clause 12.2(b) below; and/or
 - b) arbitration, conducted in private and in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("SIAC") with each Party bearing its own costs for participation and halving the costs of engaging the arbitrator with any agreement binding the Parties on its terms.
- 12.3 Where the Parties fail to reach agreement on the appointment of a mediator or arbitrator for the purposes of Clause 12.2, the Parties will agree:
- a) in the case of mediation, to refer the dispute by mutual agreement to arbitration; or
 - b) in the case of arbitration, to the arbitrator being appointed by the chairperson of SIAC.

13. FORCE MAJEURE

- 13.1 SingPost shall not be liable for any loss or damage arising from its failure to perform any of its obligations under these General Terms & Conditions and/or Specific Service Terms & Conditions if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or outbreak of any communicable disease or any other force majeure, fire, flood or any other act of God.

14 ASSIGNMENT

- 14.1 SingPost has the right to assign all or part of its rights and benefits under these General Terms & Conditions and/or Specific Service Terms & Conditions. The Customer may assign all or part of its rights and benefits under these General Terms & Conditions and/or Specific Service Terms & Conditions with the prior consent in writing of SingPost, which consent shall not be unreasonably withheld or delayed.



15 SUB-CONTRACTING

- 15.1 SingPost has the right to enter into any sub-contract for the performance of any of its obligations under these General Terms & Conditions and/or Specific Service Terms & Conditions without the prior consent of the Customer, provided always that SingPost shall remain at all times principally responsible to the Customer for its obligations under these General Terms & Conditions and/or Specific Service Terms & Conditions.

16 EXCLUSION OF RIGHTS OF THIRD PARTIES

- 16.1 A person who is not a Party to these General Terms & Conditions and/or Specific Service Terms & Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of these General Terms & Conditions and/or Specific Service Terms & Conditions.

17 INDEPENDENT CONTRACTORS

- 17.1 The relationship of the Parties shall be solely that of independent contractors. Nothing in this contract shall be deemed to constitute, create or give effect to or otherwise recognise a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein contained shall be construed as authorising either Party to act as an agent or representative of the other Party.

18 ENTIRE AGREEMENT

- 18.1 These General Terms & Conditions and/or the relevant Specific Service Terms & Conditions (as may be amended from time to time) shall constitute the entire understanding between the Parties hereto concerning the provision of the Service and supersedes and replaces any prior agreements and negotiations related to the subject matter herein.

19 VARIATIONS

- 19.1 These General Terms & Conditions and/or Specific Service Terms & Conditions will be automatically amended in accordance with any amendments required by the Authority from time to time, and the Customer shall be bound to observe and comply with these General Terms & Conditions and/or Specific Service Terms & Conditions and any such amendments thereof.
- 19.2 SingPost reserves the right to amend or supplement these General Terms & Conditions and/or Specific Service Terms & Conditions from time to time, and the Customer shall be bound to observe and comply with the amendment or supplement to these General Terms & Conditions and/or Specific Service Terms & Conditions.

20 SAFETY MEASURES

- 20.1 The Customer shall ensure that whilst within SingPost's premises, its drivers, servants, employees, agents, representatives and/or sub-contractors observe and comply promptly with all safety measures, recommendations and regulations as may be given or necessary or requested by any relevant governmental authorities and/or SingPost, including but not limited to the Workplace Safety and Health Act (Cap. 354A) and other relevant legislation, subsidiary legislation, all enactments and/or re-



enactments thereof and SingPost's safety programme and safety management system pertaining to industrial safety and health.

20.2 All usage of the supplied equipment within SingPost's premises shall be at the Customer's own risk.

21 PUBLICITY

21.1 The Customer shall be responsible for and shall bear all costs incurred in carrying out any publicity campaign(s) which it may wish to undertake to publicise the availability of the Service.

21.2 Any or all of the publicity involving or reflecting SingPost must be approved in writing by SingPost before its release, which approval shall not be unreasonably withheld or delayed.

22 SEVERABILITY

22.1 If any of the provisions of these General Terms & Conditions and/or Specific Service Terms & Conditions becomes invalid, illegal or unenforceable in any respect under any applicable law:-

- a) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired; and
- b) the Parties shall negotiate in good faith in order to agree upon the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed herein.

23 APPLICABLE LAW AND JURISDICTION

23.1 These General Terms & Conditions and/or Specific Service Terms & Conditions shall be subject to and construed in accordance with the laws of the Republic of Singapore.

23.2 Subject to Clause 12, the Parties hereby submit to the exclusive jurisdiction of the courts of Singapore.

23.3 For the avoidance of doubt and without prejudice to Clause 23.1 hereof, it is hereby agreed and understood that these General Terms & Conditions and/or Specific Service Terms & Conditions shall, notwithstanding anything contained herein, be subject to the Postal Services Act (Cap. 237A) including any statutory modification or re-enactment thereof and any rules and regulations made there under and any directions whatsoever which the Authority has given or may give to SingPost or under any provisions of any licence granted by the Authority, where applicable.