

FORM 1

NOTIFICATION FOR RELIEF

(seeking relief on behalf of a company or business)

Please use this form only if you are unable to use the electronic form at <https://www.mlaw.gov.sg/covid19-relief/notification-for-relief> and if you are seeking relief **on behalf of an entity** (such as a business or a company). If you are seeking relief for yourself, please use Form 1 - Notification for Relief (*seeking relief for yourself*).

All fields are mandatory unless they are indicated as optional.

Please note that the Notification for Relief will only take effect when it has been served on the other party or parties to the contract. Please refer to <https://www.mlaw.gov.sg/covid19-relief/other-modes-service> on the modes of service.

Important note to SME tenants seeking rental waivers under the rental relief framework

Under the rental relief framework (click on <https://go.gov.sg/rentalrelief> for more information), eligible Small and Medium Enterprises (SMEs) and specified non-profit organisations (NPOs) can get up to 4 months waiver of rent for qualifying commercial properties and up to 2 months waiver of rent for industrial / office properties.

If you are a SME tenant seeking rental waivers, you DO NOT need to serve a Notification for Relief on your landlord.* Please check if you fall within one of the following scenarios:

- If you are a SME and believe that you are eligible for rental waivers, but have not heard from the landlord or received the Notice of Cash Grant, you may make an application to IRAS at <https://go.gov.sg/governmentcashgrant> from 21 August 2020 to 21 October 2020.
- If your landlord has served you the Notice of Cash Grant issued by IRAS, you DO NOT need to serve a Notification for Relief on your landlord or do anything further. The rental waivers apply automatically upon receipt of the Notice of Cash Grant by your landlord. You simply do not need to pay rent for the applicable period to the landlord.
- If you received the Notice of Cash Grant, but have already paid rent for those months for which rent should have been waived (e.g. April and May), you may simply apply the waiver to future rent (e.g. waive the rent for October and November). You DO NOT need to request that your landlord return the April and May rent to you. If there is insufficient time left in the lease, you can obtain a refund from your landlord. If the landlord refuses to make the refund, please seek independent legal advice on how to commence legal proceedings to claim the refund. You do not need to serve a Notification for Relief.

Apart from rental waivers, the rental relief framework also provides for an automatic moratorium on enforcement actions against tenant occupiers for non-payment of rent under the lease or licence agreement, as well as a statutory repayment plan for arrears.

* You only have to serve a Notification for Relief if you still have rental arrears after taking into account the rental waivers and the statutory repayment scheme under the rental relief framework, and require temporary protection from legal and enforcement action from your landlord.

Part A1 – Particulars of entity seeking relief

The particulars below will be used for the purposes of correspondence with the entity by the Registry (if applicable) and the service of any notice(s) or documents on the entity by other party or parties to the contract.

1.	Entity's name:	<i>Insert name of company or business seeking relief</i>
2.	Email address (please provide if available):	
3.	Contact no.:	
4.	Entity's registered address:	

Part A2 – Particulars of authorised representative

The person below must be authorised by the entity to seek relief on its behalf.

1.	Name of authorised representative:	<i>Insert your name here</i>
2.	Contact no.:	

Part B – Particulars of:

- (a) the other party or other parties to the contract
- (b) any guarantor or surety of the obligation
- (c) the issuer of a related performance bond (if applicable)

If any of the above parties is an entity (such as a business or company), you must identify the correct entity for the Notification for Relief to be valid.

Please repeat this part if there is more than one party.

1.	Type of party:	<input type="checkbox"/>	The party or parties to the contract
		<input type="checkbox"/>	Any guarantor or surety
		<input type="checkbox"/>	The issuer of a related performance bond (if applicable)

2.	Name:	<i>If the other party is an entity, please state the name of the entity.</i>
3.	Address:	<i>If the other party is an entity, please provide the entity's registered address (see www.uen.gov.sg)</i>
4.	Email address (optional):	
5.	Contact no. (optional):	
6.	Unique Entity Number (UEN) (optional):	

Part C – Particulars of contract

1.	Category of contract (please select one option by ticking in the applicable box):	<input type="checkbox"/>	Grant of secured loan facility to an SME where such facility is secured, wholly or partially, against:		
			(i)	against any commercial or industrial immovable property in Singapore	
			(ii)	against any plant, machinery or fixed asset located in Singapore and which is used for manufacturing, production or other business purposes	
		<input type="checkbox"/>	Performance bond or equivalent that is granted pursuant to a construction contract or supply contract		
		<input type="checkbox"/>	Hire-purchase or conditional sales agreement where the good hired or conditionally sold is:		
			(i)	any plant, machinery or fixed asset located in Singapore, where such plant, machinery or fixed asset, is used for manufacturing, production or other business purposes	
			(ii)	a commercial vehicle	
		<input type="checkbox"/>	Lease or rental agreement for:		
			(i)	any plant, machinery or fixed asset located in Singapore, where such plant, machinery or fixed asset, is used for manufacturing, production or other business purposes	
			(ii)	a commercial vehicle (except a private-hire car or taxi)	
		<input type="checkbox"/>	Event contract		
		<input type="checkbox"/>	Tourism-related contract		
<input type="checkbox"/>	Construction contract or supply contract				
<input type="checkbox"/>	Lease or licence of non-residential immovable property				

		<p>Important note:</p> <p>If you are eligible for rental waivers, but have yet to receive the rental waivers from your landlord, you <u>DO NOT</u> need to serve a Notification for Relief on your landlord, in order to qualify for the waivers. The waivers apply automatically upon receipt of the Notice of Cash Grant by your landlord.</p> <p>If you are eligible for rental waivers, but have already paid rent for those months for which rent should have been waived, you <u>DO NOT</u> need to serve a Notification for Relief on your landlord, to request that your landlord return the rent, which should have been waived. You can apply the rental waivers towards the next most immediate months of rent. If there is insufficient time left in the lease to apply the waiver to future months' rent, the landlord is required to give you a refund. If the landlord refuses, you may have to commence legal proceedings. You should seek independent legal advice on the options for commencing proceedings.</p> <p>Please see the important note on page 1 of this Notification.</p>
		<input type="checkbox"/> Option to purchase given by a housing developer, or sale and purchase agreement between purchaser and housing developer for residential property
2.	Date of contract:	
3.	Description of contract:	<i>e.g. Tenancy agreement for #01-01 Sentosa Shopping Centre</i>
4.	Date on which obligation is or was to be performed:	
5.	Nature of obligation that the contracting party was unable to perform:	<i>e.g. Unable to make full payment of rent from 1 March 2020 onwards</i>
6.	How the inability to perform the obligation was materially caused by a COVID-19 event*:	<i>e.g. We run a shoe shop. Due to COVID-19 and the social distancing measures, business has suffered greatly. We are closed due to the circuit breaker and have no revenue at all.</i>
<p>* You may enclose supporting documents to substantiate how the COVID-19 event materially caused the inability to perform the obligation.</p>		

Part D – Proposal for other party or parties’ consideration

You may use this section to put forward a reasonable proposal for the other party’s or parties’ consideration.

1.	The following alternative is proposed (optional):	<i>e.g. We cannot pay the full instalments for our hire-purchase agreement, but should have enough savings to pay 50% of the instalments from March 2020 to August 2020. We would also like to request that the financing company grant me a reduction of 20% for instalment payments from March 2020 to December 2020, to reduce the arrears that will accumulate. This will help us temporarily with our cashflow.</i>
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Part E – Confirmation

1.	I declare that the information I have provided on behalf of the entity in this Notification for Relief and the supporting documents is true and accurate, to the best of my information and belief.
2.	I understand that the entity cannot amend this Notification for Relief after I submit the form, and the entity may have to withdraw the form and submit a new form if it subsequently wishes to make any changes to the form.
3.	I confirm that I am authorised to act on behalf of the entity in filling in and serving this Notification for Relief and to represent the entity in matters relating to this Notification for Relief.

Name of authorised person:

Signature of authorised person:

Date:

Click or tap to enter a date.

Important Message:

If you are a person who has received this Notification for Relief, you are prohibited from taking any action under s 5(3) of the Act. This is referred to as a “prohibited action”. This includes the commencement of any legal action against the party seeking relief. Any person, who without reasonable excuse, takes a prohibited action may be guilty of an offence under s 8(1) of the Act.

If you wish to make an application to the Panel of Assessors under the Act, please refer to: www.mlaw.gov.sg/covid19-relief