

## 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**

Please note that the prescribed period for the following contracts expired on 19 November 2020:

- (a) Lease or licence of non-residential property;
- (b) Secured loan facility to an SME; and
- (c) Hire-purchase or conditional sales agreement for commercial equipment or vehicles with a bank or MAS-regulated finance company.

You should therefore not serve a Notification for Relief in respect of these contracts after 19 November 2020, as it will have no effect.

#### **Important note to businesses seeking relief under the Re-Align Framework**

This Notification for Relief is **not** a notice under the Re-Align Framework. You should NOT use this form to seek relief under the Re-Align Framework.

The Re-Align Framework has not yet come into force. Further information on the notices and forms to be used will be announced at <https://go.gov.sg/re-align> when the Re-Align Framework comes into force.

Under the Re-Align Framework, eligible businesses which have been significantly impacted by COVID-19 can renegotiate certain types of contracts, to realign with the current economic conditions, failing which the businesses may seek to terminate those contracts. A party who wishes to seek relief under the Re-Align Framework would have to serve a Notice of Negotiation on their contracting party.

#### **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:	
<b>Part A2 – Particulars of authorised representative</b> 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.:	
<b>Part B – Particulars of:</b> (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 <u>must</u> 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 <a href="http://www.uen.gov.sg">www.uen.gov.sg</a>).</i>
4.	Email address (optional):	
5.	Contact no. (optional):	

6.	Unique Entity Number (UEN) (optional):		
<b>Part C – Particulars of contract</b>			
1.	Category of contract (please select one option by ticking in the applicable box):		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 with a financing company (other than a bank or a MAS-regulated finance company) 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
	Lease or licence of non-residential immovable property ( <b>Important note:</b> If you are a SME tenant seeking rental waivers, you do not need to serve this Notification in order to qualify for the rental waivers. Please see the important note on page 1 of this Notification.)		
<input type="checkbox"/>	Option to purchase, or sale and purchase agreement, between purchaser and developer for residential property		

		<input type="checkbox"/>	Option to purchase, or sale and purchase agreement, between purchaser and developer for commercial or industrial 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, or date on which right is or was to be exercised:		
5.	Nature of obligation that the contracting party was unable to perform, or nature of the right that the contracting party was unable to exercise:	<i>e.g. Unable to make full payment of rent from 1 March 2020 onwards</i>	
6.	How the inability to perform the obligation or exercise the right 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, or inability to exercise the right.</p>			
<p><b>Part D – Proposal for other party or parties’ consideration</b></p> <p>You may use this section to put forward a reasonable proposal for the other party’s or parties’ consideration.</p>			
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>	
<p><b>Part E – Confirmation</b></p>			

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 <b>authorised to act on behalf of the entity</b> in filling in and serving this Notification for Relief and to <b>represent the entity</b> in matters relating to this Notification for Relief.	
Name of authorised person:		
Signature of authorised person:		
Date:		Click or tap to enter a date.
<p><b>Important Message:</b></p> <p>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.</p> <p>If you wish to make an application to the Panel of Assessors under the Act, please refer to: <a href="http://www.mlaw.gov.sg/covid19-relief">www.mlaw.gov.sg/covid19-relief</a></p>		