



Service Agreement

Between

Sands Global Pte Ltd

&

The Management Corporation Strata Title Plan No 3657

Adam Park Condominium

2021



Table of Contents

No	Clause	Page
1	Security Services	3
2	Term of Agreement	3
3	Fees	3
4	Interest	4
5	Sands' Obligations	4
6	Clients' Obligations	5
7	Terms and Termination	5
8	No Liability for Consequential and Indirect Loss	6
9	Insurance	7
10	Force Majeure	7
11	Confidentiality	7
12	Notices	8
13	Entire Agreement	9
14	Severance	9
15	Waiver	9
16	Assignment	9
17	Governing Law and Arbitration	9
18	No Enforcement by Third Parties	10
19	Liquidated Damages	11
	Execution	12
	Schedule 1	13



THIS SECURITY SERVICES AGREEMENT ("Agreement") is made on 17th September 2021

BETWEEN

Sands Global Pte Ltd, a company incorporated in Singapore and having its registered office at Block 3 Ang Mo Kio Industrial Park 2A, Ang Mio Kio Tech 1, #02-03, Singapore 568050 ("Sands") and

Adam Park Condominium – MCST 3657, a company incorporated in Singapore and having its office at 29B Adam Road, #01-25, Singapore 289903 (hereinafter called "**Client**"); (collectively the "**Parties**" and each a "**Party**")

IT IS HEREBY AGREED AS FOLLOWS: -

1. Security Services

- 1.1 Client hereby engages Sands to provide the security services described in **Item 2 of Schedule 1** (as may be amended, modified or supplemented from time to time in accordance with **Clauses 13.2**) ("**Services**")
- 1.2 Sands Shall provide the numbers of security officers stated in **Items 2 of Schedule 1** for the provision of the Services
- 1.3 Sands shall provide the Services with due diligences, reasonable care and skill.

2. Term of Agreement

- 2.1 This agreement shall continue in full force and effect from a term specified in **Item 3 of Schedule 1** ("**Term**") unless terminated sooner pursuant to **Clause 7**.
- 2.2 Client shall have the option to extend this Agreement for another one (1) year after the expiry of the Term at the rate to be agreed.

3. Fees

- 3.1 Client shall pay to Sands a monthly fee specified in **Item 4 of Schedule 1** ("**Fees**") for carrying out the Services. Such Fees shall be invoiced by Sands to Client on the first day of each calendar month for the Services rendered in the immediately preceding calendar month, and shall be payable within 30 days after receipt of Sands original invoice.
- 3.2 Excess hours or manpower incurred beyond the contracted time or scope of services as stipulated above, or additional services requested by Client, will be chargeable at the rates set out in **Item 5 of Schedule 1**.



3.3 This agreement shall continue in full force and effect from a term specified in **Item 3 of Schedule 1** ("Term") unless terminated sooner pursuant to **Clause 7**.

3.4 Unless otherwise stated, the Fees and any other payment under this Agreement are denominated and payable in Singapore dollars, and are exclusive of any goods and services tax which may be imposed by any relevant authority or regulatory body, and the Client shall bear any such goods and services taxes.

4. Interest

4.1 Client shall pay the Fees and all monies due and payable under this Agreement at the time and in the manner prescribed in **Clause 3** provided always that if Client should fail to do so, Client shall, in addition to the Fees, be liable to pay interest on all unpaid sums due at the rate of one percent (1%) per month and such interest shall accrue from day to day from the date such sums had become due to the date of payment and Sands shall in the first instances be entitled to appropriate any part payment made by Client towards the discharge of any interest payable hereunder.

5. Sands' Obligations

5.1 Sands hereby agrees, warrants and undertakes to Client throughout the Term of this Agreement as follows:

- (a) all security officers employed in the performances of the services shall be duly licensed;
- (b) all equipment and instrument provided by Sands for the use of security officers in the performance of Services will be and remain the sole property of Sands;
- (c) The security officers on duty shall be supported by staffs of Sands at its headquarters and these staff shall make regular visit to Client's premises to ensure that these officers are proficient in their services.
- (d) Sands will comply fully with all relevant laws and regulations pertaining to the performance of the Services; and
- (e) Sands will submit SOP and reports on the provision of security services to Clients.



6. Clients' Obligations

- 6.1 Clients shall ensure that Client's employees, representatives and agents ("**Client's personnel**") shall at all times (whether or not on Client's premises) conform in every respect with such security directions as Sands may prescribe from time to time pertaining to the entry by, presence or conduct of such Client's personnel.
- 6.2 Client acknowledges that Sands may in the performance of Services deny any person entry to Client's premise or expel any person thereon if such person fails to comply with any security directions, or fails to comply with any reasonable requests or instructions as may be made or given by Sands. Sands shall not be liable for any inconvenience, loss, damage, cost or expense to any person or party arising from its refusal to permit or delay in permitting entry to any person onto Client's premises or expulsion of any person thereon and any such refusal delay or expulsion shall not be in any way affect or relieve Client from Client's obligations under this Agreement.
- 6.3 Client shall keep Sands fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against suffered or incurred by Sands arising directly or indirectly out of:
- (a) the performance of the Services by Sands;
 - (b) any breach or non-observance of the covenants, conditions or other provisions of this Agreement by Client or Client's employees or personnel; and
 - (c) without prejudice to the generality of the foregoing, any act of Client or Client's employee or personnel causing the interruption or cessation of any of the Services provided by Sands.

7. Term and Termination

- 7.1 Either Party may terminate this Agreement without providing a reason at any time without any further liability by giving to the other Party at least One (1) months' notice of termination in writing;
- 7.2 Either Party shall have the right to terminate this Agreement immediately at any time by notice to the other Party if:
- (a) the other Party breaches any term of the Agreement and fails to remedy such breach within fourteen (14) days after receipt of written notice to remedy such breach; or
 - (b) the other Party becomes insolvent or is adjudicated a bankrupt; or
 - (c) the other Party ceases, or threatens to cease, to carry on business; or



- (d) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of other Party's assets or undertakings, an application or order is made for the winding up or dissolution of the other Party, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the other Party.

In the event that Sands terminate this Agreement pursuant to this **Clause 7.2**, the Client shall pay to Sands an amount equivalent to the Fee paid by the Client to Sands in the preceding month.

- 7.3 When this Agreement expires, or if this Agreement is terminated under this **Clause 7**, the terms of this Agreement will continue to bind the Parties in connection with all transaction relating to the services before expiry or termination, and Client must within fourteen (14) days after the date of expiry or termination, pay Sands all amounts owing to Sands.

8. No Liability for Consequential and Indirect Loss

- 8.1 Neither Party nor any of their respective officers or employee shall be liable to the other Party or any of its officers or employee for any claim, suit, counterclaim, demand, cause of action, dispute, controversy, loss, investigation, judgment (whether arising in contract or otherwise provided by statute or common law) ("**Claim**") for punitive, special, speculative, treble, remote, exemplary, incidental, indirect, or consequential damages including damages for loss of profits, loss in value of assets, data or other intangible, loss of use or revenue, or the cost of procurement of substitute goods or services, regardless of whether a Claim is based in contract, tort (including negligence), strict liability, violation of any statutory obligation, or similar legal requirement or any other legal or equitable principle.
- 8.2 Any liability of Sands to Client under this Agreement, whether for breach of contract, breach of warranty, or any other liability under this Agreement, is limited to the amount of Fees which have been paid by Client during the Term of this Agreement.
- 8.3 If Client's actions result in any claim(s) against Sands, Client shall pay Sands the amount required to indemnify Sands against such claim and any costs and expenses associated with such claim. In the event that Client breaches any of the provisions of this Agreement resulting in a loss to Sands, Client shall indemnify Sands for such loss.
- 8.4 This **Clause 8** does not affect any claim for death or personal injury resulting from negligence of a Party.



9. Insurance

Sands undertakes and agrees to take out and maintain at its own cost the following insurance policies:

- (a) Public Liability policy for not more than SGD 1 million; and
- (b) Workman's Compensation policy as required by law.

10. Force Majeure

Save as is otherwise specifically provided in this Agreement, Sands shall not be liable for failures or delays in performing its obligations hereunder arising from any cause beyond its control, including but not limited to acts of Gods such as earthquakes, hostilities, invasions, wars (whether declared or not), civil disturbances such as revolutions, rebellions, or insurrections, plaque or quarantine and in the event of any such delay the Term shall be extended for a period equal to the time lost by reason of the delay which shall be remedied with all due dispatch in the circumstances.

11. Confidentiality

11.1 Neither Party shall disclose to any other person any information relating to this Agreement or use such information for any other purpose other than the purpose of this Agreement, without the prior written consent of the other Party.

11.2 Notwithstanding the above, either Party may disclose information relating to this Agreement to:

- (a) its employees, agents or contractors who have a need to know the same provided that such employee, agents and contractors are first subject to the same confidentiality restrictions contained herein; or
- (b) any other person pursuant to legal requirement to disclose or pursuant to any judicial authority which requires disclosure provided that:
 - (i) if a Party, its employees, agents or contractors shall become compelled by law to disclose such information, that Party shall immediately notify the other Party of that fact so that the other Party may, if it wishes, seek to prevent that disclosure;
 - (ii) in any case, if a Party, its employees, agents or contractors are compelled to make disclosure, they will disclose only that portion of the relevant information which must be disclosed; and
 - (iii) any other person to the extent such disclosure shall be known to such person not due to a breach of this Clause or shall be a matter of public knowledge.



- 11.3 Each Party shall ensure that all relevant employees, agents, sub-contractors or any other person or organization to which the aforesaid information is disclosed is aware of the confidentiality of such information and the provisions of this Clause and without prejudice to the generality of the foregoing, shall take all such steps as shall from time to time be necessary to ensure compliance with this Clause.
- 11.4 The provisions of this **Clause 11** shall remain in full force and effect for a period of 1 year from the expiry or early termination of this Agreement.

12. Notices

- 12.1 Any notice or other communication to or by a Party to this Agreement:

(a) must be in legible writing and in English addressed as shown below:

(i) if to Sands:

Address: Sands Global Pte Ltd
Block 3 Ang Mo Kio Industrial Park 2A,
Ang Mio Kio Tech 1, #02-03,
Singapore 568050

Attention: Mr. Chua Yi Da
Chief Executive Officer

Facsimile: (65) 6323 1089

Direct Line: (65) 6323 1088

(ii) if to Client

Address: specified in Item 1 of Schedule 1

Attention: specified in Item 1 of Schedule 1

Facsimile: specified in Item 1 of Schedule 1

or as specified to by any Party to the other by notice;

(b) is deemed to be duly served:

(i) if by delivery in person, at the time of delivery to the corresponding address as stated in **Clause 12.1(a)**;

(ii) if by post, two (2) Business Days from and including the date of postage to the addressee; or

(iii) if by facsimile, upon receipt of the transmission confirmation slip showing completion of the transmission.



13. Entire Agreement

- 13.1 This Agreement embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreement understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.
- 13.2 No amendment, modification or addition to this Agreement shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their authorized representatives.

14. Severance

- 14.1 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest permitted by law.

15. Waiver

- 15.1 Wavier or forbearance by either party or the failure by either party to claim a breach of any provision of this Agreement or exercise any right or remedy provided by this Agreement or applicable law, shall not be deemed to constitute a wavier with respect to any subsequent breach of any provision hereof.

16. Assignment

- 16.1 This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, the parties may assign this Agreement to a successor to the party's business interests.

17. Governing Law and Arbitration

- 17.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 17.2 Any dispute arising out of or in connection with this Agreement which cannot be settled amicably including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore. Such arbitration shall be conducted in accordance with the Rules of the Singapore International Arbitration Centre for the time being in force, which Rules are deemed to be incorporated by reference into this Clause.



17.3 The tribunal for any arbitration commenced pursuant to **Clause 17.2** shall consist of one (1) arbitrator nominated jointly by the Parties, or failing such joint nomination, by the Chairman for the time being of the Singapore International Arbitration Centre. The language of the arbitration shall be in English.

18. No Enforcement by Third Parties

18.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce any term of this Agreement.



19. Liquidated Damages

The **AGENCY** shall adhere to the Liquidated Damages clauses as indicated below:

S/NO	DESCRIPTION	DEDUCTION AMOUNT
1	Shortfall per officer	\$100
2	Consume Alcohol / Drugs on Duty	\$100
3	Caught Sleeping on Duty	\$50
4	Absconding from duty after reporting to work (before shift ends)	\$50
5	Failure to Records Occurrence Book	\$50
6	Failure to Enforce House Rules / By-law	\$50
7	Improper Attire	\$50
8	Lateness (after 2.5 hrs from deployment time due to unforeseen circumstances)	\$50
	Lateness with 2 hours from deployment time due to unforeseen circumstances	Credit Note based on per hour
9	Gambling while on duty	\$100
10	No adhering to lunch / dinner break	\$50
11	Failure to perform clocking	\$50



IN WITNESS WHEREOF the parties have executed this Agreement on the date and year first above written.

Signed by _____)
)
)
for and on behalf of _____)
The Management Corporation Strata Title Plan No 3657)
Adam Park Condominium)
In presence of _____)

Name of Witness:
Date

Authorised signatory
Designation:
Date:

Signed by _____)
Chua Yi Da)
)
for and on behalf of _____)
SANDS GLOBAL PTE LTD)
In presence of _____)

Name of Witness: Bernard Ang (Director)
Date

Authorised signatory: Chua Yi Da
Designation: CEO
Date:



SCHEDULE 1

1. Particulars of Client

Name: Adam Park Condominium – MCST 3657

Registered Office Address: 29B Adam Road, #01-25, Singapore 289903

Address for service: Adam Park Condominium
29B Adam Road, #01-25, Singapore 289903

Attention: Ms. Leslie Tang

Email: adamparkcondo@gmail.com

Phone Number:

2. Scope of Service

Sands shall provide security services to Adam Park Condominium – MCST 3657:

Day Shift:	1 x Security Officer	- 0800hrs to 2000hrs
(12 hours shifts)	1 x Security Supervisor	
Night Shift:	1 x Security Officer	- 2000hrs to 0800hrs
(12 hours shifts)	1 x Security Supervisor	

3. Term

Commencement: 1st November 2021

Expiry: 31st October 2022

4. Fees

2 X Security Officers: SGD 3,800 X 2 Pax (1 day & 1 night) = SGD 7,600.00

2 X Security Supervisor: SGD 4,200 X 2 Pax (2 day & 1 night) = SGD 8,400.00

Total Gross includes 7% GST : SGD \$17,120.00 (per month)

5. Variation Order (Adhov EVENT)

1 X Security Officer	\$40 per hour
1 X Senior Security Officer	\$45 per hour
1 X Security Supervisor	\$55 per hour



Our company's PDPA Policy is applicable only to our company's processes.