

BCA GREEN MARK SCHEME

TERMS & CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and expressions have the following meanings, unless they are inconsistent with the context:

AGREEMENT - an agreement concluded between BCA and the Owner on the Effective Date in respect of the Building / Project for the Purposes, comprising:

- (a) these Terms and Conditions;
- (b) the Offer;
- (c) the Application;
- (d) the Green Mark Criteria; and
- (e) the Owner's payment of the Fees.

APPLICATION – the application form submitted and supporting documents submitted by the Owner or the Owner's representatives to BCA, submitted via the relevant online system and in a signed hard copy format, indicating an interest to have BCA assess the Building / Project for the Purposes.

ASSESSMENT – the Assessors' assessment of the Building / Project for the Purposes based on the Agreement including the relevant Green Mark Criteria applicable to the Building / Project as at the date of submission of the Application via the relevant online system by the Owner, as set out at <https://www1.bca.gov.sg/buildsg/sustainability/green-mark-certification-scheme>, and <https://www1.bca.gov.sg/buildsg/sustainability/green-mark-certification-scheme/green-markassessment-criteria>, provided always that:

- (a) the Assessors may at their discretion determine the manner in which the valuation of standard of environmental performance is carried out; and
- (b) where there are two versions of the Green Mark Criteria published at the date of the online Application Form, Assessors may, at their discretion, decide the version to adopt.

ASSESSORS – the BCA officers or any other persons authorised by BCA to carry out the Assessment of the Building or Project.

BCA – the Building and Construction Authority.

BUILDING – the building identified in the Offer for the Purposes.

CERTIFICATE – the certificate issued by BCA setting out the Green Mark rating of the Building / Project, if any, after completion of the Site Verification of the Building / Project.

CERTIFICATION PROCESS – the process performed by BCA before issuance of the Certificate in respect of the Building / Project, including the processes as described in Clause 2.1 below.

COORDINATOR – in respect of the Project has the meaning described in Clause 3.4 below and in respect of the Building has the meaning described in Clause 3.6.

EFFECTIVE DATE – the date on which the Fees are paid by the Owner and received by BCA and the date on which the Agreement is concluded.

EXPIRY DATE – the date in the Letter of Certification or the Letter of Provisional Certification indicating the last date the Letter of Certification or the Letter of Provisional Certification, respectively, is valid.

FEES – the fees, the amount of which is stated in the Offer, to be paid by the Owner to BCA for the Purposes in respect of the Building / Project, including BCA's conduct of the Pre-Assessment, carrying out of the Assessment (s), issuance and delivery of the Letter of Certification, carrying out of the Site Verification (s) (if any) and issuance and delivery of the Certificate where required.

GMAP – a Green Mark Accredited Professional as certified by the Singapore Green Building Council and recognised by BCA.

GREEN MARK – an internationally recognized green building rating system implemented by BCA and tailored for the tropical climate which sets parameters and establishes indicators that establish the degree of increased energy effectiveness and enhanced environmental performance in the design, construction and operation of buildings, as described at BCA's website at <https://www1.bca.gov.sg/buildsg/sustainability/green-mark-certification-scheme>, and <https://www1.bca.gov.sg/buildsg/sustainability/green-mark-certification-scheme/green-markassessment-criteria>, the contents of which may be amended from time to time.

GREEN MARK CRITERIA – the Green Mark Criteria as stated at the Internet website of BCA at <https://www1.bca.gov.sg/buildsg/sustainability/green-mark-certification-scheme/green-markassessment-criteria>, the contents of which may be amended from time to time.

LETTER OF CERTIFICATION – the letter issued by BCA to the Owner setting out the Green Mark certificate rating of the Building / Project after completion of the Assessment of the Building / Project, if applicable.

OFFER – the offer sent by BCA to the Owner via email, offering to perform assessment of the Building / Project for the Purposes for the Fees in accordance with the Agreement.

OWNER – the owner of the Building or the developer of the Project (as may be applicable) and the successors and permitted assigns of the owner or developer.

PARTY – either BCA or the Owner.

PARTIES – collectively BCA and the Owner.

PRE-ASSESSMENT – the Owner's consultation with BCA prior to the Assessment on a date set by BCA, for the Owner to better understand the Green Mark Criteria including the Green Mark rating to be sought for the Building / Project.

PROJECT – the project identified in the Offer for the Purposes.

LETTER OF PROVISIONAL CERTIFICATION – the certificate issued by BCA setting out the Green Mark rating of the Building / Project in relation to the design of the Building / Project before Site Verification, and which shall expire thirty-six (36) months from the date the Building / Project

(a) has obtained the Temporary Occupation Permit from BCA; or

(b) has completed major retrofitting works.

PURPOSES – the appointment of BCA by the Owner to assess the Building / Project under the Green Mark scheme, and where appropriate, the obtaining of a Green Mark rating in respect of the Building / Project.

SITE VERIFICATION – where applicable to the Building / Project as set out in the Green Mark Criteria and/or the Letter of Provisional Certification, the assessment conducted over a period of twelve (12) months on

(a) the implementation, functionality and performance of energy-use optimization features installed; and/or

(b) the building performance based on the actual building energy consumption data of the Building / Project,

to verify if the committed energy savings stated in the Application in respect of the Building / Project is achieved, in the manner set out in the Green Mark Criteria and this Agreement

TERMS AND CONDITIONS – these terms and conditions as set out herein.

1.2 Words importing the singular also include the plural and vice-versa where the context requires.

2. RIGHTS AND RESPONSIBILITIES OF BCA

2.1 Where applicable, BCA will carry out the stages of Certification Process in respect of the Building / Project in accordance with the Agreement, in the order as follows, unless otherwise notified by BCA in writing:

2.1.1 Pre-Assessment, if requested by Owner;

2.1.2 Assessment, in a manner which the Assessors determine;

2.1.3 Issue of Letter of Certification, if any, upon completion of the Assessment and BCA's determination that the Building / Project meets the minimum requirements and attains a Green Mark rating under the Agreement;

2.1.4 Site Verification of the Building / Project, if the Building / Project is not ready for site inspection during the Assessment stage; and

2.1.5 Issue the Letter of Provisional Certification if Site Verification is required.

2.2 If, after the Pre-Assessment and Assessment of the Building / Project:

2.3.1 the Building / Project has been assessed by the Assessors as meeting the minimum requirements for attaining a Green Mark rating under the Agreement;

2.3.2 the Owner is not in breach of the Agreement; and

2.3.3 BCA has received all Fees due to it,

BCA shall issue the Letter of Certification or the Letter of Provisional Certification (where applicable) to the Owner.

2.3 Where Site Verification is applicable to the Building / Project, BCA shall perform Site Verification of the Building / Project in accordance with this Agreement, and if:

2.3.1 the Building / Project has been assessed during the Site Verification as achieving the committed energy savings stated in the Application;

2.3.2 the Owner is not in breach of the Agreement; and

2.3.3 BCA has received all Fees due to it,

BCA shall issue the Certificate to the Owner following the Site Verification. To avoid doubt, BCA is not obliged to issue the Certificate if the Site Verification is not satisfactory.

2.4 Should the Building / Project not be ready for Assessment or Site Verification on the dates proposed under Clauses 3.5 and 3.7 below, BCA may impose additional fees for additional Assessment(s) and Site Verification(s) that are required by the Owner. Such fees if imposed by BCA shall be at BCA's sole discretion.

2.5 BCA may reject any other application in respect of the Building / Project for the Purposes under the Green Mark scheme for the period from the Effective Date until the Expiry Date (both dates inclusive).

2.6 For the avoidance of doubt, BCA shall be under no obligation to make available to the Owner the detailed Assessment scores or any other information pertaining to the Assessment.

2.7 Before the Letter of Certification is issued, BCA may conduct random audits of the Building / Project, with 1 working day's prior written notice to the Owner.

2.8 BCA may:-

2.9.1 publish, in any manner and on any medium it deems fit, a list of buildings and projects including:

(a) the Building / Project that have or have not attained Green Mark certification;

- (b) the Green Mark rating awarded to the Building / Project;
- (c) changes in the status of Green Mark certification for the Building / Project;
- (d) withdrawal of the Building's or Project's Letter of Certification, Letter of Provisional Certification, or Certificate; and
- (e) any statistical and/or other information in relation to the Building / Project; and

2.9.2 publish information in respect of the Building / Project in any manner and on any medium it deems appropriate in so far as such publication is for the purposes of publicity of Green Mark.

- 2.9 If any incident or condition arises in respect of the Building / Project during the Certification Process that may, in BCA's sole opinion, compromise the environmental, health and safety performance of the Building / Project, result in any fatality or any permanent disablement, or that may compromise the structural integrity of the Building / Project or any adjoining developments, BCA may withhold the issuance of the Letter of Certification, the Letter of Provisional Certification and/or the Certificate for such period of time as BCA may solely determine.
- 2.10 To the extent permitted under law, nothing in the Letter of Certification, the Letter of Provisional Certification, or the Certificate or any opinion conveyed during or relating to the Certification Process shall be construed as an express or implied warranty from BCA in respect of the Building / Project.

3. RIGHTS AND RESPONSIBILITIES OF OWNER

- 3.1 The Owner shall make available to BCA such documents detailing the energy-use optimization features and environmental friendly features of the Building / Project and such other documents as deemed necessary and requested by BCA for purpose of the Pre-Assessment, Assessment(s) and Site Verification(s).
- 3.2 The Owner shall ensure that the Building / Project complies with prevailing laws, including regulations and codes relevant to the Building / Project.
- 3.3 The Owner shall provide his full cooperation to BCA, its officers and its authorised representatives in the performance of the Pre-Assessment, Assessment(s) and Site Verification(s):
- 3.3.1 the Owner shall, and shall procure its employees to, comply with all requests by BCA (including requests for documents, presentations etc.) in respect of the Certification Process; and
 - 3.3.2 the Owner shall not in any way interfere, hinder or seek to influence BCA's Assessment(s) and/or the Site Verification(s).
- 3.4 In respect of the Project, the Owner shall appoint one of its employees or third party consultants, who must be a GMAP unless otherwise directed by BCA, to act as the Owner's agent in respect of this Agreement ("**Coordinator**") to liaise with BCA for the Purposes for the duration of the Agreement including the Pre-Assessment, the Assessment and Site Verification (if applicable).
- 3.5 The Owner shall ensure that the Coordinator performs the following obligations in respect of the Project:

- 3.5.1 the Coordinator shall inform BCA of the progress of building works;
- 3.5.2 the Coordinator shall propose to BCA the date(s) for the Assessment, provided always that the Assessment shall be carried out no later than twenty-four (24) months from the date of the Offer, failing which, BCA shall cease to be under any obligation under the Agreement and shall, for the avoidance of doubt, be under no obligation to refund any Fees which have been paid;
- 3.5.3 the Coordinator shall propose to BCA the date(s) for the Site Verification, provided always that the Site Verification shall commence no later than twelve (12) months immediately preceding the Expiry Date, failing which, BCA shall cease to be under any obligation under this Agreement and shall, for the avoidance of doubt, be under no obligation to refund any Fees which have been paid; and
- 3.5.4 the Coordinator shall ensure that all information submitted for the purposes of the Assessment are true and accurate; and
- 3.5.5 the Coordinator shall inform BCA of any material changes in the Project, including the design, construction, or operation of the building works in the Project, which may affect the Assessment.
- 3.6 In respect of the Building, the Owner shall appoint one of its employees or third party consultants, who must be at least a GMAP Facilities Manager, unless otherwise directed by BCA, as a coordinator (“**Coordinator**”) to liaise with BCA for the Purposes for the duration of the Pre-Assessment, the Assessment and Site Verification (if applicable).
- 3.7 The Owner shall ensure that the Coordinator performs the following obligations in respect of the Building:
 - 3.7.1 the Coordinator shall propose to BCA the date(s) for the Assessment, provided always that the Assessment shall be carried out no later than twenty-four (24) months from the date of the Offer, failing which, BCA shall cease to be under any obligation under this Agreement and shall, for the avoidance of doubt, be under no obligation to refund any Fees which have been paid;
 - 3.7.2 the Coordinator shall propose to BCA the date(s) for the Site Verification, provided always that the Site Verification shall commence no later than twelve (12) months immediately preceding the Expiry Date, failing which, BCA shall cease to be under any obligation under this Agreement and shall, for the avoidance of doubt, be under no obligation to refund any Fees which have been paid;
 - 3.7.3 the Coordinator shall ensure that all information submitted for the purposes of the Assessment are true and accurate; and
 - 3.7.4 the Coordinator shall inform BCA of any material changes in the Building, including the design, construction, or operation of the building works in the Building, which may affect the Assessment.
- 3.8 The Owner shall allow the Assessors full access to the Building / Project site for the purposes of conducting the Pre-Assessment, Assessment(s) and Site Verification(s), and the Owner shall be

responsible for the safety of the Assessors while the Assessors are at the Building / Project site. The Owner shall provide and maintain unhindered and safe access to facilitate the Pre-Assessment, Assessment(s), Site Verification(s) and inspection works, including but not limited to providing equipment including special ladders, platforms, ramps or scaffolding as required by the Assessors.

- 3.9 The Owner shall give BCA at least 30 days' written notice when arranging for the Assessment(s) and Site Verification(s).
- 3.10 The Owner acknowledges and accepts that the decision whether to issue the Letter of Certification, the Letter of Provisional Certification, and/or the Certificate and the relevant Green Mark rating to be issued is solely based on the Green Mark Criteria and the declarations and information provided by the Owner and relevant third parties, including but not limited to the Owner's consultants and contractors. For the avoidance of doubt, BCA is under no obligation to issue the Letter of Certification, the Letter of Provisional Certification, and/or the Certificate to the Owner at the Green Mark rating which the Owner originally applied for, and may, in its sole discretion, issue a Letter of Certification, Letter of Provisional Certification and/or Certificate at a lower Green Mark rating.
- 3.11 The Owner acknowledges and accepts that the Letter of Certification, the Letter of Provisional Certification and the Certificate are not based on a detailed evaluation or examination of the Building / Project, and that the Assessors conduct no other examinations, tests or inspections other than the examination, tests or inspections set out in the Green Mark Criteria.
- 3.12 Any Assessment and decision to issue the Letter of Certification, the Letter of Provisional Certification and the Certificate made by BCA shall be final, and shall not be subject to review save for manifest errors, and the Owner undertakes not to challenge or contest any such Assessment and decision.
- 3.13 BCA may, upon the Owner's written request, grant to the Owner written permission for making appropriate references to BCA and the Green Mark rating issued (if any) in respect of the Building / Project in advertising or promotional materials, provided always that:-
 - 3.13.1 the Owner's reference to BCA and the Green Mark rating issued (if any) in respect of the Building / Project shall in no way create a misleading impression as to the nature of BCA's assessment or findings; and
 - 3.13.2 the Owner shall at all times comply with the terms and conditions relating to the use of the BCA Green Mark Logo as set out in BCA's Internet website at http://www.bca.gov.sg/GreenMark/others/TC_logo.pdf.
- 3.14 The Owner shall not, on or before the Expiry Date, make material changes to the design, construction, or operation of the Building / Project which may affect the Green Mark rating set out in the Letter of Certification, the Letter of Provisional Certification and/or the Certificate. The Owner shall promptly notify BCA, in writing, if the Owner becomes aware of any material changes in the design, construction, or operation of the Building / Project which may affect the Green Mark rating in the Letter of Certification, the Letter of Provisional Certification and/or the Certificate.
- 3.15 The Owner shall not use the Letter of Certification, the Letter of Provisional Certification and the Certificate, Green Mark logo / decal or any part thereof or make any representations in respect of the Letter of Certification, the Letter of Provisional Certification, the Certificate, Green Mark logo /

decal, Green Mark rating or any part thereof for purposes not permitted under this Agreement or not permitted by BCA in writing.

- 3.16 The Owner acknowledges and accepts that the Letter of Certification and the Letter of Provisional Certification will cease to be valid after the Expiry Date. After the Expiry Date, the Owner shall not make any representation in respect of or use the Green Mark logo, Green Mark rating and decal issued in respect of the Building / Project.

4. FEES

- 4.1 The Owner shall pay the Fees to BCA in the amount and manner set out in the Offer. The Owner shall bear all applicable taxes and bank charges in respect of the Agreement, if any, in addition to the Fees.
- 4.2 Notwithstanding any other provision in this Agreement, for the avoidance of doubt, BCA shall not under any circumstance be under any obligation to conduct the Pre-Assessment, carry out the Assessment, Site Verification issue or deliver the Letter of Certification, the Letter of Provisional Certification and/or the Certificate if the Fees have not been received by BCA.
- 4.3 If the Owner notifies BCA in writing, at least one (1) month before the date of the Pre-Assessment, that the Owner wishes to withdraw from the Agreement, BCA may refund the Fees paid provided that both BCA and the Owner agree to terminate the Agreement, and subject to an administrative charge, payable by the Owner, the amount of which is to be determined by BCA in its sole discretion.
- 4.4 The Fees payable under the Agreement shall be final and conclusive and binding on the Owner.

5. LIMITATION ON LIABILITY

- 5.1 To the extent permitted under law, BCA and its directors, servants, agents, employees and authorized representatives shall not be liable for any and all direct and indirect loss, damage or claims arising from or in relation to this Agreement including the Certification Process, the Letter of Certification, the Letter of Provisional Certification and the Certificate; and any opinion expressed during or in relation to the Assessment(s) and Site Verification(s).
- 5.2 The Owner acknowledges and accepts that the Letter of Certification, the Letter of Provisional Certification and the Certificate represent that the Building / Project has satisfied the Green Mark Criteria and should not be construed as indicative of or in any way related to the value or worth of the Building / Project or as a recommendation to buy, sell or otherwise deal with the Building / Project. The Owner further acknowledges that the results of the Assessment(s), Site Verification(s), the Letter of Certification, the Letter of Provisional Certification and the Certificate are not intended in any way to alter or supersede statutory requirements and/or responsibilities in Singapore.
- 5.3 The Owner acknowledges and accepts that, while every effort is made to ensure that consistent standards are used in the carrying out of the Certification Process for different buildings and projects, there may be a degree of subjectivity involved in the Certification Process which may result in any actual and/or perceived variations in the assessments and/or Green Mark ratings issued for different buildings or projects. Any assessments and/or Green Mark ratings issued by BCA shall be conclusive

and final and BCA shall not be liable for any loss or damage suffered by reason of any variation in Clause 5.3 herein.

- 5.4 To the extent permitted under law, BCA and its directors, servants, agents, employees and authorized representatives shall not be liable for any damage that arises from or relates to the Building / Project and/or other properties in the vicinity of the Building / Project in the course of performing the Agreement including the Assessment(s) and Site Verification(s).
- 5.5 The Assessment and Site Verification of the Building / Project is conducted at the Owner's own risk. While all possible care is taken in the Assessment and Site Verification, preparation of the Letter of Certification, the Letter of Provisional Certification and the Certificate, neither BCA nor its directors, servants, agents, employees or authorised representatives shall be liable (whether under the express or implied terms of this Agreement, at common law or in any other way) to the Owner or to any other persons for any loss, damage or injury of whatever nature arising out of or resulting from any act, neglect, omission or default on the part of BCA or its directors, servants, agents, employees or authorised representatives, relating to any information or opinion given or expressed whether in the Letter of Certification, the Letter of Provisional Certification, the Certificate or elsewhere.
- 5.6 The Applicant shall fully indemnify, defend and hold harmless BCA and its directors, servants, agents, employees and authorized representatives against any loss, damage costs or expenses (including legal costs on an indemnity basis) to be incurred by BCA or its directors, servants, agents, employees and authorized representatives by any third parties arising from or relating to the Agreement including any Assessment and Site Verification of the Building / Project, the Letter of Provisional Certification, the Letter of Certification, the Certificate, or any information or opinion given or expressed in relation to the Assessment and Site Verification.
- 5.7 Clause 5 shall survive the termination, expiry or discharge of the Agreement.

6. TERMINATION

- 6.1 Without prejudice to its rights at common law, BCA may, without any compensation to the Owner, terminate this Agreement at any time with immediate effect by giving the Owner a written notice of termination if:
 - 6.1.1 the Owner has not paid the Fees in accordance with the Agreement;
 - 6.1.2 the Applicant has failed to comply with Clause 3.2;
 - 6.1.3 the Assessment has not taken place within 24 months from the date of the Offer as stipulated under Clause 3.5.2 or Clause 3.7.1;
 - 6.1.4 the Site Verification has not taken place within 12 months from the Letter of Provisional Certification Expiry Date as stipulated under Clause 3.5.3 or Clause 3.7.2;
 - 6.1.5 the Owner has failed to comply with any of the terms and conditions specified in the Agreement;
 - 6.1.6 the Assessments or Site Verifications do not meet the Green Mark Criteria and other relevant criteria stipulated in this Agreement; or

6.1.7 the Owner or Coordinator has submitted false or misleading information to BCA.

6.2 Upon termination of the Agreement, BCA may withdraw the Letter of Certification, the Letter of Provisional Certification and/or the Certificate that has been issued in respect of the Building / Project.

6.3 For the avoidance of doubt, in the event that the Agreement is terminated by BCA under this Clause 6, there shall be no refund of any Fees or part thereof and the Owner shall nevertheless be liable for all Fees or monies due to BCA therefor and no claim whatsoever shall be made by the Owner for any Fees or monies already paid to BCA.

6.4 Clause 6 shall survive the termination, expiry or discharge of the Agreement.

7. WITHDRAWAL AND WITHHOLDING ISSUANCE OF LETTER OF AWARD AND CERTIFICATE

7.1 In the event of any site incident or conditions that may, in the sole opinion of BCA, compromise the Building's or Project's environmental, health and safety performance, result in any fatality or any permanent disablement, or that may compromise the structural integrity of the Building / Project or any adjoining developments, BCA shall be entitled to withhold the issuance and / or delivery of the Letter of Certification, the Letter of Provisional Certification and/or the Certificate. The period of withholding shall be at the sole discretion of BCA.

8. FORCE MAJEURE

8.1 Notwithstanding anything to the contrary in this Agreement, each Party, and where applicable its officers, employees, agents, or authorised representatives shall not be liable or be in any way responsible to the other Party in respect of any failure of the first mentioned Party to perform any of its obligations under the Agreement by reason of any event beyond the Party's reasonable control ("**Force Majeure Event**"), including but not limited to riots, civil unrest, curfew, state of emergency, labour disputes, strikes, war, civil war, lockouts, floods, fires, acts of terrorism, pandemics and acts of God.

8.2 A Party prevented from, or delayed in, the performance of its obligations under this Agreement by a Force Majeure Event shall not be liable for such failure or delay if it gives a written notice thereof to the other Party within seven (7) days from the occurrence of the Force Majeure Event, specifying the matters constituting the Force Majeure Event and estimating a period of time for which such prevention or delay may continue, and resumes that obligation as soon as the Force Majeure Event ceases.

8.3 If the Force Majeure Event continues for a period exceeding three (3) months from the date of the notice given under Clause 8.2, any Party may at any time within one (1) month thereafter terminate this Agreement by written notice to the other Party without being liable to the other Party for any loss arising from such termination.

9. CONFIDENTIALITY

- 9.1 Each of the Parties shall at all times keep confidential (and procure that its respective representatives and nominees keep confidential) any confidential information (oral or written) in relation to the Green Mark Scheme or the other Party and its business and affairs which the first-mentioned Party may acquire in the performance of the Agreement, and shall not use or disclose such confidential information except with the prior written consent of the other Party.
- 9.2 Clause 9.1 shall not apply in respect of:
- 9.2.1 any disclosure required by any law, regulation, order or directive of any governmental or regulatory body or court of competent jurisdiction in Singapore or elsewhere (including any recognized stock exchange);
 - 9.2.2 any information disclosed by a Party to its representatives and nominees for the purpose of the Agreement;
 - 9.2.3 any information which is in the public domain otherwise than by a breach of Clause 9.1 by a Party;
 - 9.2.4 any information which is developed by a Party independently of the confidential information disclosed by the other Party;
 - 9.2.5 any disclosure to a Party's professional advisers including financial or legal advisors.
- 9.3 Clause 9 shall survive the termination, expiry or discharge of the Agreement.

10. CORRESPONDENCE

- 10.1 Any notice, request, waiver, consent or approval ("**Notice**") shall be in writing and may be sent by hand, under pre-paid registered mail cover, or electronic mail or other electronic means to:
- (a) In the case of the Owner, the registered address or such other correspondence address or electronic mail address as notified to BCA from time to time; and
 - (b) In the case of BCA, the following electronic mail addresses:
 - (1)
- 10.2 Any such correspondence shall be deemed duly served:
- (c) in the case of delivery by hand, upon written acknowledgement of receipt by an officer or other duly authorised officer, agent or representative of the recipient;
 - (d) in the case of pre-paid registered mail, **two (2)** clear business days after dispatch; and
 - (e) in the case of electronic mail or other electronic means, when it is sent to the relevant Party's electronic mail address.
- 10.3 Either Party may change its address and electronic mail address referred to above by giving the other Party at least **fourteen (14)** days written notice of the change.

- 10.4 A Notice sent by electronic mail shall be deemed not to have been received if the sender receives, within 24 hours of sending such electronic mail, a notification that such electronic mail has not been successfully delivered.

11. WAIVER

- 11.1 Any failure to exercise, or any delay in exercising, by BCA, any right or remedy under this Agreement shall not operate as a waiver of such right or remedy.
- 11.2 Clause 11 shall survive the termination, expiry or discharge of the Agreement.

12. SEVERANCE

- 12.1 If any provision in the Agreement, in whole or in part, is determined by a court of law in Singapore or an arbitral tribunal to be illegal, invalid, void or unenforceable, that provision or such part thereof shall, to the extent required, be severed from this Agreement and rendered ineffective, without modifying the other provisions of the Agreement which shall remain valid and effective.
- 12.2 Clause 12 shall survive the termination, expiry or discharge of the Agreement.

13. ENTIRE AGREEMENT

- 13.1 The Agreement contains the whole agreement between BCA and the Owner relating to the subject matter of this Agreement to the exclusion of any terms implied by law which may be excluded by contract, and supersedes any and all previous agreements, warranties, undertakings, statements or representations whether oral or written, given or made by BCA and/or the Owner in respect of the matters set out herein.
- 13.2 Clause 13 shall survive the termination, expiry or discharge of the Agreement.

14. GOVERNING LAW

- 14.1 The Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 14.2 Clause 14 shall survive the termination, expiry or discharge of the Agreement.

15. ASSIGNMENT

- 15.1 The Owner shall not assign, transfer, subcontract or delegate any of its rights, interest or obligations under the Agreement without the prior written consent of BCA, which may be given on such terms and subject to such conditions as BCA may require.

16. VARIATION

- 16.1 The Agreement may be amended only by agreement in writing executed by BCA and the Owner. A variation made in accordance with this Clause 15.1 shall not require consideration for the variation to be binding and enforceable.
- 16.2 Clause 16 shall survive the termination, expiry or discharge of the Agreement.

17. DISPUTE RESOLUTION

- 17.1 The Parties agree that before referring any dispute or difference in respect of the Agreement to arbitration or court proceedings, and if both Parties agree to attempt resolving the dispute or difference through mediation, the Parties shall make reasonable efforts to resolve the dispute or difference in accordance with the mediation procedure for the time being in force, of the Singapore Mediation Centre.
- 17.2 If the dispute or difference in respect of the Agreement remains unresolved by mediation, if applicable, BCA may elect to have the dispute or difference resolved by the Singapore Courts, in which event both Parties shall submit to the exclusive jurisdiction of the Singapore Courts.
- 17.3 Subject to and without prejudice to Clause 16.2, any dispute or difference arising out of or in connection with the Agreement, including any question regarding the existence, validity or termination of the Agreement, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference to this Clause. The tribunal shall consist of one (1) arbitrator to be jointly appointed by the Parties within thirty (30) days of a Party’s first proposal of an arbitrator to be appointed, failing which the arbitrator shall be appointed by the Singapore International Arbitration Centre, and the language of the arbitration shall be English.
- 17.4 Clause 17 shall survive the termination, expiry or discharge of the Agreement.

18. RIGHTS OF THIRD PARTIES

- 18.1 A person who is not a party to the Agreement shall have no right under the *Contracts (Rights of Third Parties) Act 2001* to enforce any term of the Agreement.
- 18.2 Clause 18 shall survive the termination, expiry or discharge of the Agreement.