GOVERNMENT OF THE REPUBLIC OF SINGAPORE
c/o SINGAPORE LAND AUTHORITY

TEMPORARY OCCUPATION LICENCE

STATE LANDS ACT 1920
STATE LANDS RULES
(School Canteen)

File Ref: _____

This Temporary Occupation Licence ("**TOL**") is granted by the **Government of the Republic of Singapore** (the "**Government**") c/o the Ministry of Education of 1 North Buona Vista Drive, Singapore 138675, to the entity stipulated in Section 1 of Part A below (the "**Licensee**"), subject to the terms and conditions set out in this TOL.

By signing below, the Licensee accepts and agrees to be bound by all the terms and conditions of this TOL.

A. PARTICULARS OF TOL:

1. Particulars of Licensee

Name of Licensee: _____

NRIC No: _____

Address: _____

Tel: _____ HP: _____ Fax: _____

2. Particulars of State land and Site (such State land together with all buildings and structures erected or to be erected thereon are hereinafter collectively referred to as the "State Land")

Lot & MK/TS Nos: _____

School: _____ ("the **School**")

Address/Location: _____

Site Plan: Attached as **Annex A** ("the **Site**")

Approximate Area of Site: _____ square metres

3. Purpose of use of Site and licence period (the "Purpose" and "Licence Period" respectively)

Purpose: To set up Stall [**No.**] for the preparation and selling of [**Type**] food ("the **Stall**")

Licence Period: Commencing on: _____ Ending on: _____

4. Amount payable (in Singapore Dollars) and payment details

Licence Fee:	See **Annex B**
Goods and Services Tax	See **Annex B**

File Ref: _____

(GST) at the prevailing rate:	

B. SPECIFIC CONDITIONS:

See Annex C (includes Annex F: School Canteen Rules)

C. GENERAL CONDITIONS:

1. This Temporary Occupation Licence ("**TOL**") is issued to the Licensee under the State Lands Rules.

2. During the Licence Period stipulated in **Part A** of this TOL, the Licensee shall use the Site for the Purpose stipulated in **Part A** of this TOL subject to and on the general conditions set out in this **Part C** and the Specific Conditions set out in **Part B** of this TOL**.**

3. The Site is licensed to the Licensee on an "as is where is" basis, and the Licensee shall accept the actual state and condition of the Site in all respects as at the date of this TOL and as at the commencement of the Licence Period.

4. This TOL shall not create or be deemed to create a tenancy in favour of the Licensee or give the Licensee as against the Government the exclusive right to the occupation of the Site.

5. The Licensee shall pay the Licence Fee and the GST thereon, on or before the due date for payment stipulated in **Annex B** of this TOL, through the Inter-bank GIRO Scheme or by any other mode of payment agreed in writing by the Government. The Licence Fee shall not be refundable by the Government, notwithstanding that the Licensee does not, subsequent to the payment of the Licence Fee, require the Site for the Purpose stipulated in **Part A** of this TOL (whether or not the Licence Period has commenced).

6. This TOL shall cease and be determined on the death of the Licensee.

7. The Licensee shall not let or sublet to any other person or persons the whole or any part of the Site, or part with or share possession of the whole or any part of the Site, except with the prior written consent of the Government.

8. The Licensee shall indemnify and keep the Government and the Singapore Land Authority indemnified against all claims, costs, proceedings, actions, losses, demands, liabilities, damage and expenses of any nature whatsoever (including those relating to death or injury to persons or loss or damage to property, and legal costs and expenses on a full indemnity basis) suffered or incurred by or made against the Government or the Singapore Land Authority arising directly or indirectly out of or in connection with:

(a) the use or occupation of the Site by the Licensee or by any of its employees, agents, sub-contractors or independent contractors;

(b) any act, default, omission or negligence of the Licensee or by any of its employees, agents, sub-contractors or independent contractors on the Site; and

(c) any breach or non-observance by the Licensee of any of the provisions of this TOL.

9. The Licensee shall, at its own expense, make good to the satisfaction of the Government, all damage to property (including without limitation, vegetation) arising from the use or occupation of the Site.

10. The Collector of Land Revenue and any other person (including without limitation, any officer, employee or agent of the Ministry of Education authorised by him in writing may at any time enter the Site for the purpose of inspection or for any other purpose.

11. The Licensee shall not transfer or assign this TOL, or any of its rights or obligations under this TOL, in any manner whatsoever without the prior written consent of the Government.

12. Upon demand, the Licensee shall produce this TOL to any Collector or Deputy Collector of Land Revenue or any officer, employee or agent of the Ministry of Education authorised by the Collector of Land Revenue in writing.

13. The Licensee shall ascertain and comply fully and promptly, at its own cost and expense, with all laws and regulations of the Republic of Singapore, the Code of Conduct for Leasing of Retail Premises in Singapore (Third Edition) dated 1 November 2023 ("**Code of Conduct**"), and with all conditions and requirements of the Urban Redevelopment Authority, Land Transport Authority, National Parks Board, Public Utilities Board and all other relevant local authorities constituted under any written law for the time being in force.

14. The Licensee shall not do anything on the Site which may be a nuisance or annoyance to or in any way interfere with the quiet and comfort of the occupants of adjoining lands or buildings or any other occupiers in the neighbourhood.

15. The Licensee shall not use the Site for any form of gaming, gambling or unlawful meeting, or keep any wild animal or any reptile or bird in or upon the Site or in the surrounding area of the Site, or keep within the Site any materials of a dangerous or explosive nature or the keeping of which may contravene any laws or regulations or by-laws, or use the Site for any illegal or immoral purpose whatsoever.

16. (a) Unless otherwise provided in this TOL, the Licensee shall not erect any building or structure or any extension to any building or structure (whether temporary or permanent or otherwise), or erect or fix any sign or advertisement hoarding or the like (except for a sign stating the name of the Licensee's stall and the type of food and/or drinks the Licensee is selling), or carry out any repair, addition, alteration, redevelopment or construction works, on the Site without the prior written permission of the Government.

(b) Where permission is granted by the Government, the Licensee shall (in addition to any condition or requirement which may be imposed by the Government) obtain all necessary clearances, permits and approvals from the relevant authorities (including without limitation the Urban Redevelopment Authority and the Building Construction Authority), prior to commencing any works to erect such building, structure, extension, sign, advertisement hoarding or the like, or such repair, addition, alteration, redevelopment or construction works.

(c) In the event of a breach of paragraph 16(a) above, the Government shall be entitled, in addition to its other remedies at law or under this TOL, to claim from the Licensee Additional Fees. The Additional Fees shall be computed from and including the date that such breach occurs and for so long as the Licensee remains in breach of paragraph 16(a).

(d) The Licensee shall pay such Additional Fees to the Government not later than thirty (30) days from the date of the Government's written notification to the Licensee informing the Licensee of the amount of Additional Fees payable.

(e) All Additional Fees payable to the Government shall be recoverable as a debt due from the Licensee to the Government in any court of competent jurisdiction.

(f) For the purposes of this TOL, "**Additional Fees**" means the additional fees which the Government would have charged (whether permission could have been granted or not) for the Licensee to erect such building, structure or extension, or to erect or fix such sign, advertisement hoarding or the like, or to carry out such repair, addition, alteration, redevelopment or construction works, on the Site as referred to in paragraph 16(a) above.

17. The Licensee may terminate this TOL before the expiry of the Licence Period, by giving to the Government not less than one month's prior written notice.

18. The Government may at any time cancel or revoke this TOL, without having to provide any reasons for such cancellation or revocation and neither the Licensee nor any other person shall be entitled to any compensation or damages whatsoever, or any refund of the Licence Fee paid, or any alternative site, by reason of such cancellation or revocation.

19. For the avoidance of doubt, the Government may (without prejudice to any other right of action or remedy at law or under this TOL) cancel or revoke this TOL at any time if:

(a) the Licensee fails to pay any amount payable under this TOL within the stipulated time;
(b) the Licensee's approval from any regulatory authority in respect of any aspect of the location and operation of the Stall is terminated or suspended or the Licensee's food stall licence is revoked or suspended by the Director-General of Public Health;
(c) the Licensee breaches any term under this TOL;
(d) the Licensee becomes bankrupt; or
(e) the Licensee or any of its stall assistants have been convicted by a court of law in any country for offences involving dishonesty or moral turpitude, or have been warned by the police for such an offence in lieu of prosecution.

20. (a) In the event the Licensee becomes the subject of a police report, police investigations have been commenced against the Licensee or if the Licensee has received a warning letter from the school for infringing the school canteen rules/instructions, the Government may, at its discretion, prohibit the Licensee from entering the school premises and from personally operating the Stall until the police confirms that they will not be taking further action on the police report or the investigations or such time the Government deems appropriate. Subject to 20(b), during such period, the Licensee is not required to comply with the required periods of operation in paragraph 2.4 of Annex C and will not be required to pay the Licence Fee.

(b) During the period in paragraph 20(a), the Government may allow the Licensee's stall assistants to continue operating the Stall. These stall assistants will need to be employed in compliance with paragraph 3 of Annex C. If the Licensee agrees that the Stall continues to be operated by its stall assistants without himself present, all obligations under this TOL, including those in Annex C, remain in force.

21. In the event that the School is relocated, closed permanently or amalgamated with another school, this TOL shall be terminated forthwith and the Government shall refund to the Licensee any payment made in advance (including in respect of the month of such closure or amalgamation or any pro-rated amount where the termination takes place in the middle of the month).

22. Immediately prior to the termination, cancellation, revocation or expiry of this TOL, or within such period after the termination, cancellation, revocation or expiry as may be allowed by the Government, the Licensee shall, at the Licensee's own expense, carry out such works as may reasonably be required by the Government, in accordance with the Government's specifications and to the satisfaction of the Government, including without limitation, all of the following:

(a) remove all such materials, buildings and structures from the Site as may be specified by the Government (regardless of whether such materials, buildings or structures were brought onto, erected or installed on the Site by the Licensee); and

(b) clear all debris.

23. (a) In the event that the Licensee fails to comply with or carry out the works referred to in paragraph 22 above to the satisfaction of the Government by the date of termination, cancellation, revocation or expiry of this TOL (or such later date as may be allowed by the Government) (such date is hereinafter referred to as the "**Works Completion Date**"), in breach of paragraph 22 above, the Government shall be entitled, in addition to its other remedies at law or under this TOL:

(i) to impose liquidated damages on the Licensee at the daily TOL rate prevailing as at the Works Completion Date, until the date the works are carried out to the Government's satisfaction; or

(ii) to perform the works referred to in paragraph 22 above for and on behalf of the Licensee, and the Licensee shall reimburse the Government all reasonable sums that the Government incurs in carrying out such works,

without prejudice to the Licensee's obligation to complete the works or to any other liability or obligation under this TOL.

(b) The Licensee shall pay to the Government the liquidated damages imposed under sub-paragraph (a) above not later than thirty (30) days from the date of the Government's written notification to the Licensee informing the Licensee of the amount of liquidated damages payable.

(c) All liquidated damages payable to the Government shall be recoverable as a debt due from the Licensee to the Government in any court of competent jurisdiction.

24. Subject to paragraph 21 above, no compensation (including any refund of Licence Fee paid) or alternative site shall be given to the Licensee on the termination, cancellation, revocation or expiry of this TOL.

25. [INTENTIONALLY LEFT BLANK]

26. Every obligation by the Licensee is taken to include an obligation by the Licensee to ensure that each of its employees, agents, sub-contractors, independent contractors, permitted occupiers and others under its control comply with that obligation. Any obligation by the Licensee not to do any act or thing includes an obligation not to allow that act or thing to be done.

27. (a) The Government may vary the terms and conditions of this TOL at any time in such manner as the Government deems fit and such changes may be notified to the Licensee by the Government either in writing or by publication thereof or by any other means as the Government may select and such changes so notified to the Licensee will be effective from the date specified by the Government.

(b) If the Licensee does not accept any such changes, the Licensee may, within seven (7) days after the Government has given such notice, terminate this TOL by giving to the Government not less than one (1) month's prior written notice.

(c) If the Government does not receive the Licensee's notice of termination under sub-paragraph (b) above within seven (7) days after the Government has given such notice of any changes in the terms and conditions of this TOL, the Licensee shall be deemed to have accepted and agreed to such changes without reservation. A variation made in accordance with this paragraph shall not require consideration for the variation to be binding and enforceable.

28. The illegality, invalidity or unenforceability of any provision of this TOL under the law of any jurisdiction will not affect:

(a) the legality, validity or enforceability of that provision under the law of any other jurisdiction; or

(b) the legality, validity or enforceability of any of the other provisions of this TOL.

29. In the event that any consent or approval is required of the Government under any provision of this TOL, unless otherwise stated in such provision, such consent or approval shall be given or withheld by the Government at its absolute discretion, and if given, shall be in writing and on such terms and conditions as the Government may at its absolute discretion deem fit to impose (including the payment of additional fees and charges).

30. Paragraphs 8, 22, 23, 28, 31, 32 and 33 of **Part C** of this TOL and such other provisions which by implication are intended to survive the expiry, cancellation, revocation or termination of this TOL, shall survive the expiry, cancellation, revocation or termination of this TOL (howsoever caused).

31. (a) If any property of the Licensee should remain in or upon the State Land after the Licensee has vacated the State Land upon the termination, cancellation, revocation or expiry of this TOL, and the Licensee shall fail to remove the same within twenty-eight (28) days after being requested by the Government in writing to do so, then the property shall be deemed abandoned by the Licensee, and shall be forfeited to the Government. The Government or its agent, the Singapore Land Authority, may without being liable for any loss or damage occasioned thereby to the Licensee:

(i) remove all property in and outside the State Land and all costs and expenses incurred including storage costs (if any) shall be payable by the Licensee forthwith on demand by the Government; and

(ii) sell or otherwise dispose of or deal with such property in any manner as it deems fit and apply the net proceeds thereof to pay for any sums payable by the Licensee to the Government and pay the balance (if any) to the Licensee.

(iii) All costs and expenses incurred in the removal, storage or disposal of such property shall be recoverable from the Licensee on demand, with such costs and expenses to be decided upon by the Government at its sole discretion. For the purpose of this paragraph 23(a), a statement from the Government of the costs and expenses incurred in the removal, storage or disposal of such property shall be final and binding on the Licensee.

(b) The Licensee shall fully indemnify the Government and the Singapore Land Authority against any liability incurred by the Government or the Singapore Land Authority to any third party whose property shall have been sold or otherwise disposed of by the Government in the mistaken belief that such property belonged to the Licensee and was liable to be dealt with as such pursuant to paragraph 23(a) of Part C above.

32. The Government shall be liable for any costs, expenses, losses or damages (collectively, "**Losses**") suffered by the Licensee in connection with the licence granted under this TOL which are directly and solely caused by the gross negligence or wilful

default of the Government to maintain the Building, but save as aforesaid and to the extent permitted by law, the Government and its agent, the Singapore Land Authority, are not liable to the Licensee and the Licensee shall not claim against the Government or the Singapore Land Authority for any Losses suffered or incurred by the Licensee directly or indirectly caused by, resulting from or in connection with:

(i) any accident happening on the State Land or within the Building; or

(ii) any death or injury sustained on the State Land or the Building; or

(iii) any damage or loss to any chattel sustained on the State Land or the Building; or

(iv) any interruption, disruption or cessation in the Licensee's use or occupation of the State Land by reason of:

(A) any upgrading retrofitting, necessary repair or maintenance of the State Land, Building or any installation, systems or apparatus; or

(B) any damage or destruction to the State Land, Building, any installations, systems or apparatus or any part thereof; or

(C) any defect or breakdown of any installation, systems or apparatus or any part thereof; or

(D) strike of workmen or others, labour disputes, riot, fire, shortage of electricity, fuel, materials, water or labour, or any inevitable accident or inclement conditions or Act of God and/or any other cause beyond the control of the Government; or

(v) any damage, injury or loss sustained by the Licensee from leakage or overflow of the piping, wiring or sprinkler system in the Building and/or out of any defect in the structure of the Building and/or the defective working of any of the installations, systems and apparatus in the Building and/or for failure of the supply of electricity or other utilities to the Building or the State Land; or

(vi) any damage, injury or loss arising from or in connection with the use of the car parks in the Building; or

(vii) without prejudice to the generality of the foregoing, any act, default, omission or neglect of the Government or the Singapore Land Authority or any employee, agent or independent contractor of the Government or the Singapore Land Authority, or of any other licensee or occupier of the Building or any employees, independent contractors, agents, invitees or licensees thereof.

In this paragraph 32 of **Part C** of this TOL, "Building" means the building or such part(s) thereof that is owned by the Government, and where the State Land is situated.

33. (a) This TOL does not create any right under the Contracts (Rights of Third Parties) Act 2001, which is enforceable by any person who is not a party to it, except and to the extent which sub-paragraph (b) below expressly provides for the Contracts (Rights of Third Parties) Act to apply to the terms of paragraphs 8 and 32 of Part C of this TOL.

(b) The Singapore Land Authority may enjoy the benefit of or enforce the terms of paragraphs 8 and 32 of Part C of this TOL in accordance with the provisions of the Contracts (Rights of Third Parties) Act.

34. (a) The Licensee shall pay immediately to the Government on demand the following –

(i) fees payable by the Licensee under all laws and regulations of the Republic of Singapore;

(ii) (where paragraphs 2.3.3 and/or 2.4 of Part B of the Code of Conduct apply) the Government's legal or administrative fees (at the Government's sole option) in accordance with the said paragraphs;

(iii) all legal costs and expenses (on a full indemnity basis) incurred by the Government in connection with the enforcement of any of the provisions of this TOL; and

(iv) (on a reimbursement basis) 50% of all filing fees charged by the Fair Tenancy Industry Committee and incurred by the Government for the submission of any declaration of permitted deviations relating to this TOL in accordance with the Code of Conduct.

(b) Where paragraph 2.3.4 of Part B of the Code of Conduct applies, the Government shall pay to the Licensee the Licensee's legal or administrative fees (at the Licensee's sole option) in accordance with the said paragraph.

(c) The courts of the Republic of Singapore shall have exclusive jurisdiction to settle any dispute, claim, question or disagreement arising out of or relating to this TOL or its subject matter or formation.

(d) Nothing in sub-paragraph (c) above shall prejudice any right of a party to this TOL under Part 4 (Dispute Resolution) of the Lease Agreements for Retail Premises Act 2023.

GOVERNMENT OF THE REPUBLIC OF SINGAPORE
c/o SINGAPORE LAND AUTHORITY

TEMPORARY OCCUPATION LICENCE
STATE LANDS ACT 1920
STATE LANDS RULES
(School Canteen)

File Ref: _____

The parties have hereunto set their hands on the _____day of _____, 20___.

Signed by: _____ (Name)]_____
Collector of Land Revenue] (Signature)

for and on behalf of]

the Government of the Republic of Singapore]

Signed by: _____(Name)]

_____
Licensee of Stall No:_____] (Signature)

Annex A

Site Plan

Annex B

Licence Fee and Charges

1. **Licence Fee**

1.1. The Licensee shall pay to the Government a monthly Licence Fee as computed pursuant to paragraph 2.1 below and as may be adjusted in accordance with paragraph 2.3 below.

1.2. The Licence Fee is exclusive of Goods and Services Tax ("**GST**").

1.3. The monthly Licence Fee chargeable for the period from _____ to _____ is $ ___ in accordance with the school enrolment categorised in paragraph 2.1 below. The monthly Licence Fee shall be revised on an annual basis, and will be recomputed based on the total school enrolment as at 15 February of that calendar year. Such re-computation shall be in accordance with the school enrolment categorised in paragraph 2.1 below.

1.4. If the Licensee's approval or licence from any regulatory authority is suspended for any duration of the Licence Period and if the Government agrees to allow the Licensee to continue operating the Stall after the suspension, there shall be no waiver of the Licence Fee in respect of that period for which the Licensee is unable to operate arising from the suspension of the approval or licence.

1.5. The monthly Licence Fee is not payable for the months of June, November and December.

2. **Computation of Monthly Licence Fee**

2.1 The monthly Licence Fee for a calendar year shall be based on the total school enrolment as at **15 February** of that calendar year and is as shown below.

Total school enrolment (as at 15 February)	Amount Chargeable per Stall per month (subject to GST)
1000 and below	**$5.00**
1001- 1500	**$10.00**
1501 and above	**$15.00**

2.2 The Government shall inform the Licensee in writing of the pupil enrolment of the School in which the Stall is sited in the month of February for each year.

2.3 The monthly Licence Fee payable pursuant to paragraph 2.1 shall be adjusted as follows:

(a) when the Licensee commences business at the Stall for the first time, where the commencement date is after the 15th of the month: only **50% of the monthly Licence Fee** is payable; and

(b) where the Licensee ceases operation of the Stall upon the expiry of the Licence Period or because of one of the reasons in paragraph 21 of Part C of this TOL, where the cessation date is on or before the 15th of the month: only 50% of the monthly Licensee Fee is payable.

2.4 For the avoidance of doubt, the full monthly Licence Fee is payable in the following situations: (a) where the Licensee commences business for the first time and the commencement date is on or before the 15th of the month; and (b) where the Licensee ceases operation of the Stall and where the cessation date is after the 15th of the month.

3 **Time for Payment of Licence Fee**

The Licence Fee shall be payable on the following basis without demand from the Government:

Monthly*

Period of licence	**Payment Due Date**
January	12 January
February	12 February
March	12 March
April	12 April
May	12 May
July	12 July
August	12 August
September	12 September
October	12 October

Quarter-yearly basis*

Period of licence	**Payment Due Date**
January/February/March	12 March
April/May/July	12 May
August/September/October	12 September

Half-yearly basis*

Period of licence	**Payment Due Date**
January to May	12 March
July to October	12 September

Annual basis*

Period of licence	**Payment due**

January to October (excluding the month of June)	12 March

In the event that the date of commencement of the Licence Period is after the stipulated Payment Due Date, the Licence Fee shall be payable by the 12th day of the next month.

[*Note: School may decide on either monthly, quarter-yearly, half-yearly or annual collection and delete the paragraphs accordingly.]

Annex C

Specific Conditions

The additional terms and conditions set out herein shall form part of the terms and conditions of this TOL.

1. **Furniture and Equipment**

1.1. The Government shall arrange for the provision of the necessary furniture and fixed equipment as specified in **Annex D**.

1.2. The Licensee shall be responsible for the furniture, equipment and property ("the **Articles**") handed over to him by the Government. Inventories of the Articles taken over by the Licensee shall be prepared in duplicate and the Licensee shall acknowledge receipt of the Articles on the two copies – one of which shall be held by the Licensee and the other by the Government or the School's canteen committee.

1.3. Where applicable, the Licensee shall ensure that any repair, inspection, cleaning or maintenance work performed on the Articles is carried out in compliance with the Workplace Safety and Health Act 2006.

2. **Provision of Canteen Services**

2.1 The Licensee shall provide, at reasonable charges, the food items listed in **Annex D** or such other food items as may be allowed by the School's canteen committee, provided always that the items of the said food and drinks supplied must be of good quality to the satisfaction of the Government, and must be prepared and served in a clean and hygienic manner at prices quoted in **Annex D**.

2.2 The Government may disallow the sale of any food or drink item, whether previously allowed under paragraph 2.1 or not, if the food item is deemed unsuitable by the Government for sale in the school canteen, provided such right shall not be exercised unreasonably.

2.3 The Licensee shall ensure that its utensils are separated from the utensils of other stallholders, particularly the separation of utensils and crockery used to serve Halal food with that used to serve non-Halal food. The Licensee shall give this matter its constant and strict attention.

2.4 The Licensee shall open the Stall at the following days and times during the school terms:

Mondays, Tuesdays, Wednesdays, Thursdays and Fridays	___ am to ___ pm
Saturdays	___ am to ___ pm

and at such other times as the Government may determine.

2.5 The Licensee shall observe and conform to all the rules and regulations as may be made by the Government in connection with the canteen and/or the Stall as specified in **Annex F**.

2.6 The Licensee shall display conspicuously in the Stall the prices for the various items as quoted in **Annex D**. The price list for display at the Stall must be approved by the Government. Any amendments to the prices, or any additional items supplied after the signing of this TOL must have their prices approved by the School's canteen committee.

2.7 The Licensee shall comply with all the rules and regulations made by the Singapore Food Agency ("SFA").

3. Employment of assistants by the Licensee

3.1 The Licensee shall have the right to employ not more than two stall assistants [who is either a Singapore Citizen or Singapore Permanent Resident or a Long-Term Visitor Pass (LTVP)/ LTVP-Plus holders with Letter of Consent (LOC) or Pre-approved LOC (PLOC)] at the Stall.

3.2 [INTENTIONALLY LEFT BLANK]

3.3 The Licensee shall ensure that all its stall assistants:

(a) Have not been convicted by a court of law in any country for an offence involving dishonesty or moral turpitude;

(b) Have not been warned by the police for such an offence in lieu of prosecution; and

(c) Are not subject to police investigations or complaint to the police, in respect of such an offence.

3.4 The Licensee shall obtain the necessary consent from its stall assistant(s) to authorise the Government to access and obtain any information pertaining to the said stall assistant(s) so as to make the necessary checks in relation to paragraph 3.3.

3.5 The Government reserves the right at its sole discretion to require the Licensee to terminate or procure the termination of the services of any assistant working at the Stall (irrespective of whether such assistant is employed by the Licensee) at any time.

3.6 If the Government requires the Licensee to terminate or procure the termination of the services of any assistant working at the stall, the Licensee shall find a suitable replacement in accordance with the terms and conditions of this TOL within 1 month without any additional costs to the Government.

4. Compulsory Standard of Hygiene

4.1. The Government shall have the right to terminate this TOL immediately:

(a) If the Licensee fails to obtain a SFA hygiene grading of at least a "B" within 3 months from the date of commencement of this TOL; or

(b) where the Licensee's SFA hygiene grading falls to or below a "C" at any time subsequently to its initial attainment of "B" and:

i. if the Licensee fails to secure at least a “B” within 3 months of its notification from SFA that its grading has fallen to or below a “C”; or

ii. if the Licensee obtains a “C” or below for a second time during the Licence Period.

(c) If the Licensee has hygiene lapses in the storage, preparation and sale of food and drinks.

4.2 The Government reserves the right to change the terms of this TOL in relation to the hygiene grading requirements in accordance with any change in the grading system by SFA in accordance with paragraph 27 of **Part C** of this TOL.

5. Utilities

5.1 The Licensee shall use only town gas supplied by SP Services Ltd where that is available. If town gas is not available, the Licensee shall use liquefied petroleum gas (LPG) from a common source of LPG stored in the LPG storage compound erected by the Government. Provided that where the Licensee uses LPG as aforesaid, the cost of each unit of LPG consumed shall be determined solely by the LPG supplier or dealer and notified to the Licensee, and the Government shall not be held liable for any physical, financial or other damage incurred by the Licensee arising from or in connection with the use, supply or pricing of the LPG.

5.2 Except to the extent provided under paragraph 5.3 of this Annex C, the Licensee shall apply for the provision of gas, water and other like services that are to be consumed or supplied to the Site from the date of commencement of the Licence Period and shall accordingly pay all charges imposed in respect of the same during the Licence Period.

5.3 Where the School is registered with the Energy Market Authority as a contestable consumer, the Licensee shall, upon notification by the Government and from the date specified by the Government in the notice, reimburse the Government for the consumption of electricity based on the meter reading taken by the Government at intervals to be determined by the Government. The electricity charges shall be payable to the Government within 14 days of notification by the Government of the amount payable or on the next scheduled GIRO deduction date if the Licensee have established a GIRO arrangement with the school.

6. Criteria for Food & Drink Items to be sold in the School

The Licensee shall fully comply with the criteria on food and drink items to be sold in the School that may be determined by the relevant authority (including, but not limited to, the Health Promotion Board) from time to time. The applicable guidelines are as stated in **Annex E**. The Government shall inform the Licensee in writing of any changes in such guidelines, and the Annex E shall be replaced by the revised guidelines.

7. Independent Parties

7.1 The Licensee shall not be an agent, partner or employee of the Government. The Licensee shall not have any authority to make any statement, representation or

commitment of any kind, or to take any action which shall be binding on the Government except as authorised in writing.

7.2 The Licensee shall not in any way be considered or deemed to be acting as agent or partner or acting under the employ of the Government and the Government shall not be liable for any debt or liabilities incurred by the Licensee on account of entering into this TOL.

8. Warranties by the Licensee

The Licensee represents and warrants to the Government that it will promptly notify and fully disclose to the Government in writing of any event or occurrence (actual or threatened) which could have an adverse effect on the Licensee's ability to perform any of its obligations under this TOL.

9. Specific Conditions for Building

9.1 The Licensee shall commence its use of the Site within seven (7) days from the date of commencement of the Licence Period, failing which the Government shall be entitled to cancel or revoke this TOL in accordance with paragraph 19 of **Part C** of this TOL.

9.2 The Licensee shall, at all times and at the Licensee's own expense, maintain the Site (including the fixtures thereon) in good and tenantable state of repair and condition.

9.3 The Licensee shall keep the Site and the areas surrounding it free from obstruction and shall ensure the safe and efficient disposal of all waste generated from the Site.

9.4 The Licensee shall not cause any obstruction in the common stairways, passageways and other common parts of the Site.

9.5 The Licensee shall, at its own expense, carry out all remedial works to the Site as and when required by the Government or the Commissioner of Buildings.

9.6 All improvements made to the Site (including without limitation, all buildings and structures erected on the Site), whether before or during the Licence Period, shall belong to the Government, and the Government shall not be required to compensate the Licensee for such improvements made.

9.7 Notwithstanding paragraph 31 of **Part C** of this TOL, if required by the Government upon termination, cancellation, revocation or expiry of this TOL, the Licensee shall not remove such material, building or structure found on the Site (regardless of whether such material, building or structure was brought onto or erected on the Site by the Licensee), including such ancillaries, as identified in writing by the Government, and shall ensure that all Mechanical & Electrical (M&E) services and all other services installed or connected to such material, building and structure are in good and reasonable working condition.

Annex D

I. Furniture/Equipment Supplied by Government

Type of Furniture/Equipment	Qty
Food preparation top	
Serving counter	
Wash sink	
Wall mounted fan[1]	
Hood over cooking range	

(* Schools to delete or add as appropriate)

II. List of food/drinks and prices to be sold at Stall No. _____

Type of Food/Drinks	Prices

Annex E

HEALTHY MEALS IN SCHOOLS PROGRAMME (HMSP)

GUIDELINES (Updated as of 30 July 2026 by Health Promotion Board)

The following apply to all food and beverage sold in school canteens, cafés and vending machines.

Note: Food from the 3 food groups (Wholegrain, Vegetables and Protein) of My Healthy Plate must be served in every main meal2 and fruit must be served daily at any time in the stated portion sizes. **Processed food is not recommended** as it typically contains high amount of sodium.

Cooked Food or Snack Stalls

No.	Food Category	Serving Size[3]	Product Criteria	Preparation Method
1	**Wholegrains**	**2 serves or more** **Examples of 1 serve:** • 100g of cooked mixed rice (20% wholegrain + 80% white) • 100g of cooked wholegrain oriental noodle • 100g of cooked wholegrain bee hoon • 2 slices of wholegrain bread (60g)	• Products carrying the Healthier Choice Symbol (HCS), or meet the "% of Whole-grains" **and** Sugar criteria of the HCS guidelines (Cereal category) • For homemade snack, sugar level must be **12g or less** per serving[4].	• Fully cooked • **No** deep frying
2	**Fruit**	**½ serve or more** (e.g. ½ apple (65g), ½ orange (65g), ½ wedge of watermelon (75g)	• Fresh	• Whole or Cut
3	**Vegetables[5]**	**2 heaped dessertspoons or more** (Approximately 50g)	• Products carrying the Healthier Choice Symbol (HCS), or meet the HCS guidelines (Fruit and Vegetable category)	• **No** deep frying
4	**Protein[6] (Meat and Others)**	**2 heaped dessertspoons or more** (Approximately 50g)	• Fresh or frozen lean meat • Products carrying the Healthier Choice Symbol (HCS) or meet the HCS guidelines (Protein category)	• Fully cooked • **No** deep frying
5	**Fats and Oils[7]**	-	• Products carrying the Healthier Choice Symbol (HCS) or meet the HCS guidelines (Fats and Oils category)	-
6	**Sauces, Spreads and Condiments and Salt**	Serve **2 dessertspoons or less** of gravy or sauce from cooked dish only upon request (For rice dishes only)	• Products carrying the Healthier Choice Symbol (HCS) or meet the HCS guideline (Sauces, Spreads and Condiments category)	• Prepare according to manufacturer's instructions on the packaging

Beverage Stalls[7,8]

Note: Schools are to encourage students to opt for water as their preferred choice of drink.

No	Beverage Category	Serving Size	Product Criteria	Preparation Method
7	• **Sugar-based drinks** (E.g. Non-carbonated drinks/Asian drink) • **Juice** • **Dairy/creamer-based drinks** (E.g. Malted or Chocolate drink, Coffee, Tea, Milk, Yogurt drink and etc) • **Plant-based milk** (E.g. Soy milk, almond milk, Oat milk and etc)	**330ml or less** Serving size limit is not applicable to calorie-free drinks (e.g. Bottled water, Sparkling water, Plain tea, etc)	• Products carrying the Healthier Choice Symbol (HCS) or meet the Beverages HCS guidelines except for <u>plain</u> full cream milk • At least 10% of the total product available for sale must be calorie-free (e.g. bottled water) • The following items or practices are **not allowed**: 1. Free access to or addition of sugar, sugar syrup, cordial syrup[8] or honey 2. Added toppings[9] 3. Sweeteners[10]	Prepare according to manufacturer's instructions on the packaging (if any). Example: Put 30g of dairy/creamer-based drink into a cup. Add 200ml of hot/warm water (milk can be added) and stir.
8	• **Homemade or freshly prepared beverages** (E.g. Barley water, Flower tea[11], Coffee, Tea and etc)		• Sugar level must be 5g or less and saturated fat must be 1.2g or less per 100ml of beverage.	Please refer to HPB's resources for guidance.
9	• **Freshly squeezed fruit juice**		• **Per 100ml of juice must contain 5g or less sugar** that is naturally present in fruits • The following items or practices are **not allowed**: 1. Free access to or addition of sugar, sugar syrup, cordial syrup or honey 2. Added toppings 3. Sweeteners	Mix 1 part of water or ice to 2 parts of freshly squeezed juice. Example: 50ml of water + 100ml of freshly squeezed fruit juice

Dessert Stalls[13]

No	Food Category	Serving Size	Product Criteria	Preparation Method
10	• **Local soup desserts** • **Jellies** • **Pudding** • **Local and seasonal cakes** • **Frozen desserts**	**200g or less** for soup dessert if it is being served	• Commercially prepared products carrying the Healthier Choice Symbol (HCS) or meet the HCS guidelines (Dessert's category) • For homemade dessert, sugar level must be **12g or less** per serving.	• Cooks and canteen vendors are encouraged to use fruit or vegetables to sweeten home-baked snacks/soup desserts • **No** deep frying

[1] Examples of main meals are economic rice, fried rice, noodle soup, stir-fried oriental noodles or pasta, sauce-based noodle (e.g. mee rebus, pasta with sauce), chicken chop, etc.
[2] Refers to the serving size each time the food is served.
[3] Per serving refers to a typical serving portion of the homemade snack/dessert.

[4] Starchy vegetables (e.g. Corn, Potato, Pumpkin, Sweet potato, Yam, Lotus root, Butternut squash, Cassava, Burdock root) has a higher carbohydrate content and hence will **not be considered as "vegetable"** under this programme.
[5] Includes Dairy, Egg, Plant-based protein and Soy products.
[6] When high-fat ingredients (e.g. coconut cream/coconut milk) not categorised in HCS nutrient guidelines are used, only reduced-fat alternatives (e.g. Trim coconut milk, Lite coconut milk, Super lite coconut milk) which contains **15g or less total fat per 100ml** can be used.
[7] If a cooked food or snack stall has beverages in its offerings, the beverages sold must meet these guidelines.
[8] These guidelines are also applicable to vending machines offering beverages.
[9] Examples are Rose syrup, Barley syrup, Fruit syrup etc.
[10] Examples are tapioca pearls, whipped cream, chocolate, cocoa powder, coconut flakes, sweetened solid ingredients etc.
[11] Examples of intense sweeteners include sugar alcohols, monk fruit extract, stevia, acesulfame K, sucralose and aspartame. The aim is to cultivate a palate for less sweet drinks among the youths. We recognise that sweeteners may condition our palates to demand sweet food and drinks in our diet, which may lead to excessive calorie and sugar intake. Therefore, drinks containing non-sugar sweeteners are disallowed in schools.
[12] Examples of flower tea are Chrysanthemum, Jasmine flower, Osmanthus, Honeysuckle, Rose and etc
[13] If a beverage or cooked food stall has snacks or desserts in its offerings, these items sold must meet applicable guidelines.

Annex F

SCHOOL CANTEEN RULES

Licence

1. The Licensee represents and warrants that:

   a) it is entering into this TOL for and on its own behalf, and not as a proxy, agent or representative of any other person; and

   b) it shall run the Stall for and on its own behalf, and not for the benefit of any other person.

2. Without prejudice to the generality of Paragraph 20 of the General Conditions (Part C), the Government shall be entitled to terminate the Licence immediately if the Licensee breaches the provisions of Paragraph 2 of the General Conditions (Part C).

3. The Licensee shall be in personal attendance during the hours set out in paragraph 2.4 of Annex C, save where the Licensee is unable to do so due to medical reasons or other extenuating circumstances.

4. The Licensee shall comply with all statutory provisions, and shall not employ or use directly or indirectly any illegal immigrant as assistants.

5. The Licensee shall be responsible for the cleanliness of his Stall.

Utilities

6. The Licensee shall open an account with Singapore Power Supply for the supply of water and gas.

7. The Licensee shall not tap on electricity and water from the school mains.

Health Requirements (Licensee and Assistants)

8. The Licensee shall obtain, and shall procure and ensure that his assistants obtain, the Workforce Skills Qualification (WSQ) Food Safety Course Level 1 (formerly known as Basic Food Hygiene Course) conducted by a SkillsFuture Singapore (SSG) approved training provider and submit the Certificate of Attainment to the School prior to the date of work commencement at the Stall.

9. The Licensee and his stall assistants shall undergo the first refresher training in food hygiene, to sustain awareness on good food hygiene practices, by the 5th year from the date they passed the Food Safety Course Level 1 and the second and subsequent refresher training every 10th year from the date of the last refresher course. Information on training requirements can be found on the SFA website (accessible at: https://www.sfa.gov.sg/food-retail/information-for-food-handlers).

Mandatory Hygiene Standard

10. The Licensee shall obtain the minimum hygiene grading of 'B' before he/she can be considered for renewal of the Licence.

Food & Drinks

11. The Licensee shall provide clean and wholesome food and drinks.

12. The Licensee shall take all precautionary measures to ensure that raw and cooked food and drinks are free from cross contamination.

13. The Licensee shall ensure that storage of canned drinks and other materials are kept at least 30 cm above the ground.

14. The Licensee shall only use food-grade ice for preparation of drinks.

15. The Licensee shall conform to all instructions and regulations set by the School and the Singapore Food Agency. Where he fails to do so, the Authority shall have the right to immediately terminate the Licence.

Personal Hygiene (Licensee and Assistants)

16. The Licensee shall be, and shall procure and ensure that his assistants shall be, clean and neat in their personal attire, appearance and habits.

17. The Licensee shall not, and shall not permit any person to, engage in the preparation or sale of food or drinks if they are sick or suffering from a contagious or infectious disease.

18. The following habits shall not be practiced during preparation / handling of food:
    a) smoke, spit, pick nose or clean ears with fingers
    b) wipe hands on dirty cloth
    c) comb or touch hair
    d) wipe off perspiration with bare hands and use dirty hands to prepare food
    e) handling of cooked food/ready to eat food/fruits with bare hands
    f) taste food with fingers or with spoon that has not been cleaned between each tasting, etc

19. [INTENTIONALLY LEFT BLANK]

Inspection Of Gas Installations Requirements

20. The Licensee shall engage a Licensed Gas Service Worker (LGSW) to carry out an annual inspection of gas installations and submit the Certificate of Fitness (COF) to SP PowerGrid Ltd (SPPG) on time.

Conduct

21. The Licensee shall not permit unauthorised persons from remaining in his Stall or in the canteen.

22. The Licensee shall not, and shall procure and ensure that his assistants shall not, sleep in the canteen.

23. The Licensee is responsible for the conduct of his assistants.

24. All correspondence from the Licensee on any matter connected with the Stall must be addressed to or through the Principal of the School.

Liabilities

25. The Government is not responsible for any private transaction of the Licensee.

26. The Government is not responsible for the loss of any article, food and/or drinks from the Stall and/or the canteen, and Licensees shall take adequate security measures for the safe custody of their personal property.

GREENGOV.SG - Environmental Sustainability Measures

27. The Licensee shall not provide disposables for dine-in meals in the canteen.