

ISOLATION SUB-PLOT - TERMS AND CONDITIONS OF USE
(Updated as at 6/7/2012)

1 Whereas the applicant for the Isolation Sub-Plot (ISP) [hereinafter referred to as the “ISP User”] has successfully applied for the use of the ISP(s) as indicated by BCA in Portion B of his application form, BCA hereby grants the ISP User a permission to use the ISP for the purpose of isolation under the “BCA Test Requirements For Imported Coarse And Fine Aggregates” [hereinafter referred to as the “BCA Test Requirements”] published in BCA official website, subject to the terms and conditions set out herein for the period stated in Portion B of the application (the “ISP Permission Period”)

SCOPE OF USE

2 The ISP User shall be allowed to use the allocated ISP to isolate ONE SHIPMENT or ONE TRUCK LOAD of sand or granite aggregates only.

PAYMENT & REFUND

3.1 The ISP User shall pay the ISP Permission Fee (including its deposit) for the entire ISP Permission Period applied for at the rate of \$1.40/sqm/week (subject to prevailing GST).

3.2 The charges for the use of ISP are shown in Table 1 below. The contents in this table does not in any way affect, diminish or prejudice the ISP User’s liability as set out in clauses 1 to 13 of these Terms and Conditions.

Table 1

S/N	Types of Charges	Amount
1	ISP Permission Fee*	\$1.40/sqm/week
2	Berthing Fee*	\$0.50/tonne
3	MPA Wharfage Charge	\$0.20/tonne
4	Surcharge* (for Non-Storage Plot User only)	\$0.25/tonne for use of waterfront landing facilities

*Charges/fees are subject to prevailing GST

3.3 Upon the ISP User meeting the BCA Test Requirements as set out in the BCA website, the ISP User may, subject to the approval of BCA, draw down his stock and vacate the ISP prior to the end of the applied ISP Permission Period. A refund (pro-rated on a weekly-block basis) of the deposit for the ISP Permission Fee for the remaining unused ISP Permission Period will be made.

DEFERRAL, CANCELLATION, NO-SHOW AND EXTENSION.

4.1 The ISP User may on his own accord request to defer, extend or cancel the ISP Permission Period of each ISP. The ISP User shall submit the proposed deferral, extension or cancellation and bring along the relevant fee/deposit in person to BCA. BCA shall be under no obligation whatsoever to accept or agree to such request to defer, extend or cancel the ISP Permission Period. The charges are set out in the Table 2 below.

Table 2

S/N	Types of Charges	Amount
1	Deferral Fee*	\$50 per ISP
2	No-Show Penalty	\$100 per ISP for 1 st day of no-show. Subsequent 2 nd and 3 rd day at \$50 per ISP per day. Forfeit of ISP Permission Fee (including its deposit) after 3 days.

*Charges/fees are subject to prevailing GST

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4.2 For request for deferral of the ISP Permission Period (to be contrasted from an extension as mentioned in paragraph 4.5 below), a notice of at least three (3) working days¹ prior to the commencement of the ISP Permission Period is required. The ISP User shall pay a non-refundable deferral fee for each ISP for a request for deferral of ISP Permission Period regardless of whether BCA agrees to its request. BCA shall be entitled to decide at its sole discretion whether to agree to or reject such request.

4.3 For cancellation of permission for use of allocated ISP(s), the following refund of ISP Permission Fee (including its deposit) will apply:

Table 3

Notice of Cancellation Received by BCA	Refund of ISP Permission Fee (including its deposit)
More than 3 weeks before ISP Permission Period	95%
More than 2 weeks before the ISP Permission Period	75%
More than 2 working days before the ISP Permission Period	50%

Any request for cancellation of permission made 2 or less working days prior to the commencement of the ISP Permission Period will not be entertained and the ISP Permission Fee (including its deposit) will be forfeited.

4.4 In the event of no-show² by the ISP User, the ISP User shall pay to BCA the penalty indicated in Table 2. In the event that there shall be no-show by the ISP of more than 3 days, BCA shall be entitled to revoke the permission without refund of the ISP Permission Fee (including its deposit) and without being liable or accountable to the ISP User in any way whatsoever.

4.5 For any request for extension of ISP Permission Period, the ISP User has to request in person at BCA's office with the further cheque deposit for the ISP Permission Fee for the extension period requested for. Requests for extension shall be made 5 days (before 12 noon) prior to the expiry of the ISP Permission Period. Requests for extension made any earlier will not be considered. The existing ISP Permission Period plus the proposed extension period shall not exceed 7 calendar weeks. BCA shall have the sole discretion to decide whether or not to grant the extension requested for and BCA's decision shall be final. Provided that it shall be compulsory for the ISP User to request for extension of ISP Permission Period for as long as the results of the test of the aggregates stored at the ISP for the purposes of the BCA Test Requirements have yet to be released.

USE OF PLOT

5.1 In the event that BCA is unable to hand over the ISP to the ISP User at the outset of the ISP Permission Period due to the previous ISP User's failure to hand over the same to BCA on time, BCA shall refund to the ISP User the ISP Permission Fee (including its deposit) paid at the time of submission of the application, and the permission to use the ISP shall be deemed revoked and the ISP User shall have no claim whatsoever against BCA in respect of such revocation and / or inability to hand over the ISP.

5.2 The ISP User consents to the sharing of common access road with other ISP Users within the isolation storage area as marked in the location and layout plan annexed hereto as

¹ Working day is defined as BCA's official working days

² No-show is defined as the failure of the ISP User to inform BCA on the non-arrival of the aggregates at the ISP after the commencement of the ISP Permission Period.

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Appendix 1 to 5 for Pulau Punggol Aggregate Terminal and Tuas Aggregate Terminal respectively.

5.3 The size of ISP given by the BCA is an estimate to the best of the BCA's knowledge. The ISP User is deemed to have satisfied himself and to have ascertained the size of the ISP and all conditions affecting the ISP. The ISP size shall not be subject to any site re-measurement and there shall be no refund of any paid ISP Permission Fee (including its deposit) in this respect.

5.4 The ISP User shall not use any land, area or ISP(s) adjacent to or around the ISP. In the event that ISP User is found by BCA to encroach upon adjacent land, area or ISP(s), BCA shall have the right to charge the ISP User such sums as may be determined by BCA at its sole discretion. Such sums shall be recovered as a debt from the ISP User. For the avoidance of doubt: - (1) the charging of such sums by BCA is strictly without prejudice to the BCA's right to claim against the ISP User further damages at law; and (2) this clause does not in any way sanction any encroachment and / or the use by the ISP User of land, area or ISP(s) adjacent to or around the ISP.

5.5 The ISP User shall make good any damage done to roads, turfed areas, drains, fence, boundary concrete blocks, sewer, utility and other such public or private services or property whether by accident or otherwise. He shall indemnify BCA for all costs and expenses incurred by BCA in respect of repairing or reinstating the same.

5.6 BCA shall not in any manner whatsoever be responsible or accountable for losses or expenses incurred by the ISP User arising from or relating to the contamination of its isolated aggregates while stored at the ISP. The ISP User shall comply with any order or direction by BCA for the disposal of the contaminated aggregates (either in part or in its entirety) as required under the BCA 3-Stage Test of the BCA Test Requirements.

COMPLIANCE WITH STATUTORY OBLIGATIONS

6 The ISP User shall at his own expense comply with all laws, regulations, by-laws and any other laws, regulations and by-laws which are existing or which may come into force from time to time, including but not limited to:

- i. Building and Construction Authority Act, Part VIA Supply of Essential Construction Materials;
- ii. Building and Construction Authority (Importers' Licensing) Regulations 2011;
- iii. Building and Construction Authority (Composition of Offences) Regulations 2011;
- iv. Building and Construction Authority (Exemption) Order 2011; Traffic Regulations;
- v. Anti-Pollution Regulations;
- vi. Vehicle and Transit Licensing Division's Regulations;
- vii. Safety Regulations;
- viii. Health and Environment Regulations;
- ix. Employment and Labour Regulations;
- x. Maritime And Port Authority of Singapore (MPA) Regulations and other harbour and waterway Regulations;
- xi. Immigration Regulations;
- xii. Customs and Excise Regulations;
- xiii. Work Injury Compensation Regulations; and
- xiv. Workplace Safety and Health Act 2006.

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ASSIGNMENT AND SUB-LETTING

7 Neither the whole nor any part of the ISP, nor the permission granted to the ISP User may be sub-let, sub-licensed, or assigned to any person without the prior written consent of BCA.

ADMINISTRATIVE CHARGE

8 In the event of any breach by the ISP User of its obligations under the Terms & Conditions of Use, the ISP User shall pay to BCA the charge / charges set out herein for the period during which the ISP User is in breach. The ISP User shall pay an administrative charge of **\$100 per ISP for the first day during which the ISP user is in breach and a further daily administrative charge of \$50 per day per ISP** for each further day during which the breach subsists. The payment of such administrative charges shall not relieve the ISP User from his liability in respect of such breach, nor from the performance of all his obligations under the Terms & Conditions of Use.

LATE PAYMENT CHARGES

9 A late payment interest charge (subject to prevailing GST) will be charged daily on any fees/charges that remain unpaid calculated from the due date specified by BCA, subject to a minimum of \$2.00 per billing of late payment interest. The interest charge will be based on the Government's current interest rate for late payments, subject to a maximum of 12% per annum. This interest rate is subject to change without prior notice.

INSURANCE

10 The ISP User shall be solely liable for, indemnify BCA against, and at all times insure himself against any liability, loss, claim or proceedings arising or relating to his use of the ISP whatsoever arising under any statute or at common law.

EXPIRY OF ISP PERMISSION PERIOD

11 On the expiry of the ISP Permission Period or the extension thereof, the ISP User shall forthwith reinstate the ISP to the satisfaction of BCA, peacefully vacate and deliver up the ISP to BCA.

DISCLAIMER

12.1 BCA shall not in any way be responsible or accountable for any loss or wastage of, or any damage to, the isolated aggregates during the period of use of the ISP.

12.2 Without prejudice to the rights of BCA at common law, BCA shall be entitled to terminate the permission granted herein and the ISP User's use of the ISP by giving 3 days' written notice in the event of any breach of the terms set out herein. BCA shall not in any event be liable for any damages, expense and/or losses suffered/incurred by the ISP User in respect of or arising out of his application for the ISP, the use of the ISP, the vacating and the surrender of the ISP to BCA (whether on, before or after the expiry of the ISP Permission Period or any extension thereof), as well as any termination of the permission granted herein or the ISP User's use of the ISP.

12.3 The contents of this document shall be superseded by such amended or updated version of this document as may set out at <http://www.bca.gov.sg/IsolationSubplot/subplot.html> from time to time. It shall be the ISP User's responsibility to check for such updates or amendments.

OTHER DEPOSIT PAID BY ISP USER OF ISP MEASURING 25SQM

13.1 This paragraph 13 applies only to ISP Users of ISP Plots measuring 25 sqm in

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area.

13.2 The ISP Users of ISP Plots measuring 25 sqm in area would each have paid a deposit amounting to \$2,200.00 per ISP. Refund of such deposit shall be made only after the expiry of the ISP Permission Period or the extension thereof. Such refund shall be made in accordance with the guidelines set out in the Table 4 below:-

Table 4

S/N	Description	Outcome of Refund
1	a) For Aggregates which meet BCA Test Requirements and the applicant vacate and reinstate the ISP on or before the expiry of the ISP Permission Period or any extension thereof b) Cancellation of permission for use / no-show / BCA unable to hand over the ISP at the outset of the ISP Permission Period	\$2200
2	For Aggregates which meet BCA Test Requirements and the applicant fail to dispose the aggregates, vacate and reinstate the ISP on or before the expiry of the ISP Permission Period or any extension thereof	\$2000
3	For Aggregates which fail to meet BCA Test Requirements and the applicant fail to dispose the failed aggregates, vacate and reinstate the ISP on or before the expiry of the ISP Permission Period or any extension thereof	No refund

The contents of the table above shall not operate to limit or prejudice BCA's rights under any other provision in this document or at common law.