Regulation 11(1)

# **FORM 1**

# **NOTICE OF NEGOTIATION**

**(*seeking relief on behalf of a company or business*)**

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| **IMPORTANT NOTICE** * Please take time to understand the effect of a Notice of Negotiation, before using this form to serve a Notice of Negotiation. You may refer to the Explanatory Notes at [www.go.gov.sg/explanatorynotes-affectedbusiness](http://www.go.gov.sg/explanatorynotes-affectedbusiness) and [www.go.gov.sg/re-align-negotiation](http://www.go.gov.sg/re-align-negotiation).

Only serve a Notice of Negotiation if you genuinely need to re-negotiate contracts that are no longer viable and that you are prepared to terminate. Once you serve this Notice of Negotiation, both parties will have four (4) calendar weeks to negotiate a mutually acceptable arrangement. Nothing in the Framework compels the other party to accept your proposal. The other party may offer their own proposal. Both parties should negotiate in good faith and explore ways to reach an agreement. You may also consider mediation or seeking other help to carry out your negotiations. If parties cannot reach an agreement after 4 weeks: 1. If the other party objects, and lodges and serves a Notice of Objection within 2 weeks, the Assessor will look into the matter. If the Assessor finds that you are eligible for relief, the Assessor will fix a termination date for the contract. The Assessor will NOT order the other party to accept a settlement or revised terms of the contract.
2. If the other party does not lodge and serve a Notice of Objection within those 2 weeks, the contract will be terminated after 2 days (i.e. the termination date will be 6 weeks and 2 days after the date of the Notice of Negotiation.)
* Please use this form only if you are unable to use the electronic form at <https://go.gov.sg/notice-of-negotiation-corppass> and if you are seeking relief **on behalf of an entity** (such as a business or a company). If you are seeking relief for yourself, please use [Form 1 - Notice of Negotiation (*seeking relief for yourself*)](https://go.gov.sg/re-align-physicalform1-individual).
* To seek to renegotiate or terminate the contract under the Re-Align Framework, **by 26 FEBRUARY 2021**,please complete this form and [serve](https://www.mlaw.gov.sg/realign/other-modes-service) the form on the following person(s) (where applicable):
1. Any other party to the contract;
2. The guarantor or surety, or any person who has issued a performance bond, in relation to the contractual obligations of the entity on whose behalf you are making this Form; and
3. Any assignee of any party to the contract.

You should serve the form on the above person(s) within 3 days beginning on the date of this form (at Part VI below).* Please **make and keep a copy of this Notice of Negotiation** before you serve on the intended recipient(s).
* If you are **unable to serve this form and the supporting documents by email** on the intended recipient(s), you may serve the documents on the intended recipient(s):
1. By an **internet-based messaging system** (e.g. WhatsApp) or the **messaging system on the website, blog, or social media or networking website** owned or operated by the recipient, provided you have corresponded with the recipient via that messaging system regarding the contract;
2. Only if you are unable to serve by email or the mode in (a) above, by **both**:
3. the **mode of service specified under the contract for giving notice; and**
4. **prepaid registered post** (You should keep a copy of the registered post slip or courier slip as proof of service); or
5. Only if you are unable to serve by email or the modes in (a) and (b) above, by **prepaid registered post only** (You should keep a copy of the registered post slip or courier slip as proof of service).
* Please also submit the completed form and supporting documents to the Registry at COVID19-RAF-REGISTRY-NOTICES@mlaw.gov.sg.
* You should fill **all** the fields in this form, unless they are indicated as fields that are required to be filled only if the information is available or applicable, or they are indicated as fields that you may leave blank.\*

\* *The Registrar and/or Assessor may allow an amendment of the Notice or make directions to a party to provide any document or information, to comply with the requirements of the Regulations.*  |

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| **Part I – Particulars of Party who is seeking relief under Notice of Negotiation**Please note that all correspondence, notices or documents in relation to proceedings under the Re-Align Framework, including correspondence with the entity by the Registry (if applicable), will be served on the email address provided below.  |
|  | Entity’s Name:  | *e.g. ABC Tenant Pte. Ltd.*  |
|  | Unique Entity Number (UEN) (if applicable): | *Enter UEN if applicable* |
|  | Type of entity | [ ]  | Company |
|  |  |[ ]  Sole proprietorship |
|  |  |[ ]  Partnership |
|  |  | [ ]  | Limited partnership |
|  |  |[ ]  Limited liability partnership |
|  |  |[ ]  Non-profit organisation |
|  |  | [ ]  | Others (please specify below): |
|  |  |  | Click or tap here to enter text. |
|  | Email address (if available):  | *Enter email address for service of documents and correspondence*  |
|  | Contact no.:  | *Enter phone number where you can be contacted. Please include the country code if it is a foreign number.*  |
|  | Entity’s registered address:  |  |
|  | Name of authorised representative: | *If you are authorised to serve the Notice of Negotiation on behalf of your company, business or organisation, enter your name here* |
| **Part II – Particulars of** 1. **Any other party to the contract;**
2. **The guarantor or surety, or any person who has issued a performance bond, in relation to the contractual obligations of the party named in Part I; and**
3. **Your assignee and the assignee of any party to the contract.**

If any of the above parties is an entity (such as a business, company or organisation), you must identify the entity correctly. You should insert the entity’s name and registered address and, **where available**, the telephone number, email address, and Unique Entity Number of the entity. Please repeat Part II if there is more than one person. |
|  | Name: | *e.g XYZ Landlord Pte Ltd* |
|  | Type of party:  | [ ]  | Any other party to the contract |
|  |  |[ ]  Guarantor or surety or issuer of a performance bond |
|  |  |[ ]  Assignee of a party to the contract |
|  | Unique Entity Number (UEN) (if available):  | *Enter UEN if available* |
|  | Address (if available): | *If the other party is an entity, please provide the entity’s registered address (see* [*www.uen.gov.sg*](http://www.uen.gov.sg)*).* |
|  | Email address (if available):  |  |
|  | Contact no.:  |  |
|  | Representative’s name (if applicable):  | *If the other party is an entity or business, please enter the name of its representative.*  |
| **Part III – Declaration of eligibility under** [**Part 3 of the Second Schedule**](https://go.gov.sg/re-align-eligibility) **of the Act**Please select the boxes in this Part to confirm that the party named in Part I meets the eligibility criteria for the Re-Align Framework.  |
|  |[ ]  The annual revenue of the party named in Part I does not exceed S$30 million, or if that party is a member of a group, the annual revenue of the group does not exceed S$30 million. (Please refer [here](https://www.go.gov.sg/re-align-annualrevenue) for information on the relevant period for which the annual revenue or group annual revenue should be computed.) |
|  |[ ]  The party named in Part I has suffered from a fall in monthly average gross income of at least 70% from 1 July 2020 to 31 December 2020, as compared to 1 July 2019 to 31 December 2019 (If you have not commenced business by 1 July 2019, please refer [here](https://www.go.gov.sg/re-align-incomefall-comparisonperiods) for information on the relevant periods for which the fall in income will be assessed.) |
| **You should attach the supporting documents as set out** [***here***](https://go.gov.sg/re-align-eligibility-supportingdocs)**to this Notice of Negotiation (if available). Doing so is needed to demonstrate to the other party that you comply with the eligibility criteria, and will help ensure fast and efficient good faith negotiations. You may be allowed subsequently to provide documents and information by the Registrar or an Assessor to support your position, but, this is at the Registrar’s or Assessor’s discretion, and this may delay a resolution of the application.** |
| **Part IV – Declaration that contract is a specified contract**Please select the boxes in this Part to confirm that the contract in question is a contract covered by the Re-Align Framework which may be negotiated, or terminated if negotiation is unsuccessful. |
|  | The contract falls within one of the categories: (please select one option by ticking in the applicable box): |
|  |[ ]  Lease or licence for non-residential immovable property |
|  |[ ]  Hire-purchase or conditional sale agreement for (a) commercial equipment; or (b) commercial vehicle, which is not entered into with a bank or finance company under the Finance Companies Act (Cap. 108) |
|  |[ ]  Rental agreement for (a) commercial equipment; or (b) commercial vehicle |
|  |[ ]  Contract for the supply of goods |
|  |[ ]  Contract for the supply of services |
|  |[ ]  The contract is not an [Excluded Contract](https://go.gov.sg/re-align-contracts). *Examples of excluded contracts include consumer contracts, employment contracts, construction and supply contracts, contracts made in connection with a financial transaction such as loans* |
|  |[ ]  The contract is not a [Contract of National Interest](https://go.gov.sg/re-align-contract-of-national-interest). [[1]](#footnote-1)  |
|  |[ ]  The contract was entered into before 25 March 2020.  |
|  | Date of contract:  | Click or tap to enter a date. |
|  |[ ]  The contract is governed by Singapore law.  |
|  |[ ]  At least one of the parties to the contract has a place of business in Singapore.  |
| **You should attach a copy of the contract to this Notice of Negotiation. If the contract is not in writing, please provide a description of how the contract was made and its terms below.**  |
| **Part V – Proposal on adjustment of rights and obligations under the contract**  |
|  | Please specify what your proposal is on how the rights and obligations under the contract should be adjusted **should you wish to continue with the contract**. **You should submit all relevant supporting documents to support your proposal on how the rights and obligations under the contract should be adjusted should you wish to continue with the contract (e.g. documents showing change in price of materials).** | *e.g. We propose a 30% reduction in rent from 1 December 2020 until the expiry of the lease.* *e.g. We propose that the price of supplies be reduced by 20% from 1 February 2021 onwards until the end of the contract.*  |
|  | Under the Act, if the negotiation is unsuccessful, the specified contact terminates and the rights and obligations under the contract are adjusted in accordance with the default consequences of termination in [Part 4 of the Second Schedule](https://www.mlaw.gov.sg/files/ReAlign/2020-COVID-INFO3.jpg) of the Act. Please specify your proposal on how the rights and obligations under the contract should be adjusted **if the contract is terminated.** **You should submit all relevant supporting documents to support your proposal on how the rights and obligations under the contract should be adjusted if the contract is terminated.** | ***[You may leave this section blank, if you have no adjustments to propose, or agree to follow what is provided in*** [***Part 4 of the Second Schedule***](https://www.mlaw.gov.sg/files/ReAlign/2020-COVID-INFO3.jpg) ***of the Act.]****e.g. The tenant will reinstate the property to its original condition and deliver vacant possession of the property by 31 January 2021. The tenant will pay all outstanding rent for the months of November 2020 to January 2021 and the late payment charges, by 31 January 2021.* *E.g. By 1 February 2021, the buyer will pay the seller the contract price for all goods contracted to be delivered before 1 February 2021. From 1 February 2021 onwards, the buyer will not take delivery of any goods or pay for such goods. In addition, the buyer will pay $X for the expenses incurred by the seller in relation to goods that were contracted to be delivered after 1 February 2021.*  |
| **Part VI – Confirmation of contents**  |
|  | I declare that the information I have provided in this Notice of Negotiation is true and accurate, to the best of my knowledge and belief.  |
|  | I understand under section 76 of the Act, if any declaration or statement, or any information or document provided, in this form is false or misleading in a material particular, and I know or ought reasonably to know that, or is reckless as to whether, the declaration, statement, information or document is false or misleading in a material particular, I will be guilty of an **offence**. |
|  | I understand that I cannot amend this Notice of Negotiation after I have submitted this form, and I may have to [withdraw the form using the Notice of Withdrawal](https://go.gov.sg/re-align-physicalform3) and serve a new form on the required person(s) **by 26 FEBRUARY 2021** if I subsequently wish to make any changes the contents of this form. |
|  | In submitting this Notice of Negotiation, I confirm that I am **authorised to act on behalf of the entity** **or organisation** in filling in and serving this Notice of Negotiation and to **represent the entity or organisation** in matters relating to this Notice of Negotiation including in the proceedings under Part 10 of the Act. |
| Name:  |  |
| Signature:  |  |
| Date of Notice of Negotiation:  | Click or tap to enter a date. |

1. “Contract of National Interest” means a contract —

(a) the termination of which is likely to affect the provision of essential services or the ability of the Government or a public authority to carry out its functions, whether or not the Government or public authority is a party to the contract; and

(b) that is certified as a contract of national interest under section 60 of the Act.

Under the Framework, a Contract of National Interest cannot be terminated and may only be renegotiated on pricing. If your contract has been certified by the relevant Minister to be a Contract of National Interest, please do not use this form. You may refer to [www.go.gov.sg/re-align-national](http://www.go.gov.sg/re-align-national) for more information on how to invoke the relief of renegotiation on pricing. [↑](#footnote-ref-1)