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## HOUSE RULES FOR JURONG FISHERY PORT

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Version 3.0 dated 26 June 2024

Whereas it is provided under –

- (1) **Tenancy Agreement Clause 2.3<sup>1</sup>, “Usage of Market Lot”**
- (2) **Tenancy Agreement Clause 3.4 “Tenant should fail, neglect or refuse to remedy any other breach”<sup>2</sup>,**

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<sup>1</sup> **Tenancy Agreement Clause 2.3 : Usage of Market lot** – *To ensure that gambling, games for betting purposes as well as any activity that contravenes the law is strictly prohibited on the Premises. To comply with all laws, rules and regulations as may be in force or any conditions or rules as may be prescribed by the Authority from time to time.*

<sup>2</sup> **Tenancy Agreement Clause 3.4 Tenant should fail, neglect or refuse to remedy any other breach** –*the Tenant should fail, neglect or refuse to remedy any other breach of any term or condition of the Tenancy after 21 days of written notice from the Chief Executive Officer, of the Authority, it shall be lawful for the Authority to re-enter upon the said Premises and the Authority shall be entitled to revoke the Tenancy without prejudice to any of it’s rights in respect of any antecedent breach of this Tenancy by the Tenant.*

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## **Part I – Commencement and Definition**

### **1 Citation and Definitions**

1.1 The House Rules are established as the Singapore Food Agency (“**SFA**”)’s House Rules for Jurong Fishery Port (**JFP**) and shall come into effect from 30 December 2022.

1.2 In the House Rules, unless the context otherwise requires –

“**Building**” means the building which the Premises form part and refers to each and every part of the Building and the car parks, service roads, loading and unloading bays and any other areas the use and enjoyment of which is appurtenant to the Building. Reference to “Building” shall include all buildings within the Land;

“**Land**” means the estate in which the Building is located, including the car parks, the Building and other buildings and all utility facilities whether located above or below ground, and includes any part thereof, the description of which is set out in **Schedule 1 of the Tenancy Agreement**;

“**Premises**” means the property described in **Schedule 1 of the Tenancy Agreement**, the boundaries and location of which are shown in the attached plan marked for purposes of identification only, excluding exterior faces of external walls, the external faces of boundary walls and the roof.

“**Personnel**” in relation to a person, means a director, officer, employee or agent of that person, or any individual engaged by that person under a contract for service.

“**Mobile communication device**” means a mobile phone or any wireless handheld device (such as a tablet computer) designed or capable of being used for a communicative function.

“**Bicycle**” includes a bicycle that —

- (a) is equipped with an electric motor; and
- (b) may be propelled by human power or by the electric motor with which it is equipped, or by both.

“**Common property**” means any common property or open space on any land vested in SFA and includes but not restricted to the following:

- (a) columns, beams, supports, external walls, roofs and storage spaces, lobbies, corridors, stairs, stairways, fire escapes, entrances and exits;
- (b) the fire-fighting and protection system;
- (c) the CCTV and video surveillance system;

- (d) central and appurtenant installations for services such as power, light, sanitation, water and gas;
- (e) escalators, lifts, water tanks, pumps, motors, fans, compressors, pipes, ducts, wirings and all other apparatus and installations existing for common use;
- (f) common facilities built for the use or enjoyment of people in FP;
- (g) all community or recreational facilities, gardens, car parks and parking areas for vehicles;
- (h) directional signs and sign boards.

“**Forklift**” means a small self-propelled industrial vehicle, with two power-operated prongs either at the front or the sides, that is used to lift, stack and move materials and cargo over distances. It includes forklift truck and reach truck.

“**Owner**”, in relation to a vehicle, means the registered owner of the vehicle, and includes the person in possession or for the time being in charge of the vehicle.

“**Pallet jack**”, also known as “pallet truck” or “pallet pump”, is a non-mechanically propelled equipment, which is steered by a tiller-like lever that also act as a pump handle for raising the jack and is used to lift and move pallets or small loads within a short distance.

“**Park**” means to bring a vehicle to a stationary position and cause the vehicle to remain in that position for any purpose.

“**Parking place**” means —

- (a) any part of a road or any other place on or in which the parking of vehicles is authorised by SFA; and
- (b) a parking place within the meaning of Section 2 of the Parking Places Act 1974.

“**Personal mobility device**” means a wheeled device that —

- (a) is built to transport people only (with or without carry-on baggage); and
- (b) is propelled by an electric motor attached to the device or by human power or both and includes a skateboard, but does not include a vehicle intended or adapted for use on the road, wheelchair (motorised or otherwise), mobility scooter, pram, stroller or trolley, inline skates, roller-skates or a wheeled toy.

“**Vehicle**” means any vehicle, whether mechanically propelled or not, intended or adapted for use on the road, and includes a forklift, a bicycle or a personal mobility device.

## **Part II – Use of JFP Common Property**

### **2 Unauthorised Structures**

2.1 A Tenant, or individual, must not, without the prior written permission of SFA, erect or install a fixture, structure or thing on any common property.

### **3 Obstruction of Lawful Use of Common Property**

3.1 A Tenant, or individual, must not —

- (a) place or deposit any thing on any common property that obstructs, or causes or permits the obstruction of, the lawful use of the common property; or
- (b) throw or deposit, or cause or permit to be thrown or deposited, into any waste system that is common property, any thing that will or is likely to choke, clog or obstruct the movement of refuse or waste; or
- (c) place or park any vehicles on any common property that obstructs, or causes or permits the obstruction of, the lawful use of the common property.

3.2 In this rule, “thing” includes any object, goods, materials or fixture.

3.3 All fire escape routes, staircases, entrances/exits or any other means of emergency escape in the Building and/or Land, and access to fire-fighting equipment shall be free of all obstruction at all times.

### **4 Damage to Common Property**

4.1 A Tenant, or individual, must not, without the prior written permission of SFA, remove, displace, destroy, damage, or deface any common property, including any soil, turf, plant, shrub or tree (or a part of it) located on any common property.

### **5 Unlawful Parking**

5.1 All vehicles must be parked in designated marked carpark lots. A person must not, without the prior written permission of SFA, park a vehicle on any common property that is not designated as a parking place or one designated for the type of vehicle.

5.2 Parking lots designated for the disabled are strictly reserved for vehicles with authorised Car Park Label for person(s) with disabilities. A Tenant, or individual, must not park a vehicle, without the authorised labels, in parking lots designated for the disabled.

5.3 A Tenant, or individual, shall not park his vehicle –

- (a) in a manner that obstructs the free flow of traffic within FP;

- (b) on the road with continuous single white line or double yellow lines; and
- (c) in prohibited areas and any place not authorised for the parking of vehicles.

5.4 All goods vehicles and containers shall be parked in the designated loading and unloading bays when loading or unloading of goods only.

5.5 No object, goods or materials shall be used to reserve or prevent the lawful use of a designated parking lot. SFA reserves the right to remove and dispose of such items as deemed fit.

## **6 Unauthorised Storage, Dumping or Littering on Common Property**

6.1 A Tenant, or individual, must not —

- (a) place, deposit, keep or leave, or cause or permit to be placed, deposited, kept or left, any material, article, object or thing on any common property, except in a place designated by SFA for that purpose or with SFA's approval; or
- (b) place or deposit, or cause or permit to be placed or deposited, any litter on any common property, except in a place or a receptacle designated or provided by SFA for that purpose.

6.2 All boxes, baskets, crates, pallets, stacking racks, containers, furniture, and other trade paraphernalia shall be properly stored and not cause obstruction or pose any danger to other users. SFA reserves the right to remove and dispose of such items placed at common areas if they are deemed to be a safety hazard for other users and may claim the costs of such removal from the owner or person responsible.

## **7 Unauthorised Disposal of Waste in FP**

7.1 A Tenant, or individual, must not bring waste generated from activities outside JFP into JFP for disposal.

## **8 Unauthorised Use of Water, Electricity etc. at Common Property**

8.1 A Tenant, or individual, must not, without the prior written permission of SFA, draw, divert or take —

- (a) water from a tap, pipe or water service installation for the supply of water situated on any common property;
- (b) electricity from any socket, electrical supply line or electrical installation for the supply of electricity situated on any common property; or
- (c) gas from any gas supply line or gas service installation for the supply of gas situated on any common property.

8.2 Toilets shall be used only for their intended purposes. Washing of equipment and/or produce, discharging of trade effluent, discarding of product trimmings etc in the common toilets are strictly prohibited.

## **9 Unlawful Smoking**

9.1 Smoking in the Building and Premises is strictly prohibited by law, including but not limited to air-conditioned and non-air-conditioned areas. No smoking is permitted outside the designated smoking areas in FP.

## **10 Controls on Use of Forklifts**

10.1 All forklifts in Singapore must be registered with Land Transport Authority (LTA) under Engineering Plant registration. Tenants are required to register their forklifts with the SFA or the appointed Managing Agent before their forklifts can be used in the Building or Premises. Unregistered forklifts are not permitted to be operated within the Building or Premises.

10.2 Tenants are to comply with prevailing Ministry of Manpower Workplace Safety & Health guidelines on the safe operation of forklifts. A copy of the guidelines is attached here for reference.



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10.3 All registered forklifts shall have their registration number prominently displayed on the forklift.

10.4 SFA or the appointed Managing Agent will issue written advisory(s) in respect of unregistered forklifts found in JFP. Unregistered forklifts found in JFP will be locked by the SFA's appointed Managing Agent. To unlock the forklift(s), the owner of the forklift or the owner's authorised representative shall approach the appointed Managing Agent and shall furnish such information, documents and written indemnity, to indemnify SFA and the appointed Managing Agent and their officers, employees, agents and contractors, in such form and on such terms as requested by SFA and/or appointed Managing Agent.

10.5 Tenants are to ensure that their forklifts are only operated by trained and certified forklift operators. Forklift operators are to attend and pass the Workforce Skills Qualification (WSQ) Operate Forklift Course, as well as attend the refresher course once every three (3) years. Tenants are to ensure their trained forklift operators are registered with SFA or the appointed Managing Agent before they are deployed to operate the forklifts in the Building.

10.6 All forklifts must be driven along the designated forklift pathways if forklift lane has been provided.

10.7 Forklift operators shall not operate any mobile communication device while the forklift is in motion.

10.8 Forklifts shall not be driven into the market building.

10.9 Forklift operators may face possible suspension from operating within the Building and Premises for any forklift-related accident or mishap. The period of suspension will be dependent on the circumstances and consequences of the accident, including its severity, to be determined by SFA in consultation with relevant Authorities. The period of suspension may range from one (1) month to six (6) months. Forklift operators who are suspended from operating forklifts by SFA and/or the relevant Authorities may be required to attend refresher training as a condition for the suspension to be lifted.

## **11 Complaints of Nuisance and Other Dis-amenities**

11.1 Tenants are to ensure that their operations or behaviour must not cause nuisance or annoyance to other users.

11.2 Tenant, or individual, shall not urinate or defecate in or upon any street, arcade, drain or watercourse or in any place to which the public has access except in any sanitary convenience provided for such purpose.



## **Part III – Rights and Penalty**

### **Division A — General Rights**

#### **12 Application of this Division**

12.1 This Division applies in the context where there is a breach of **House Rules** listed in **Part II para 2 to 11**

12.2 A contravening item for the purposes of this Division is in the case of a breach by a relevant Tenant of —

- (a) **House Rule para 2**, the fixture, structure or thing mentioned in that Rule;
- (b) **House Rule para 3.1(a)**, the thing mentioned in that Rule;
- (c) **House Rule para 3.1(c)**, the vehicles mentioned in that Rule;
- (d) **House Rule para 6.1**, the material, article, object or thing mentioned in that Rule;
- (e) **House Rule para 6.2**, the boxes, baskets, crates, pallets, containers and other trade paraphernalia mentioned in that Rule; and
- (f) **House Rule para 8**, any pipe, wire, device or instrument used to draw, divert or take water, electricity or gas in contravention of that Rule.

12.3 In this Division, a reference to the date a notice is served is a reference to the date that the notice is deemed to be sufficiently served.

#### **13 Removal Notice**

13.1 SFA or its authorised persons may, by a written notice (called in this Division a '**removal notice**') served on a relevant Tenant, require the relevant Tenant to take the following actions within the period specified in the removal notice, and the relevant Tenant must comply with the removal notice:

- (a) to remove the contravening item within stipulated period;
- (b) to repair or reinstate, in accordance with the conditions specified in the removal notice, any damage caused to any common property because of the breach or the removal of the contravening item.

13.2 If the ownership of the contravening item could not be established after reasonable inquiry, the removal notice is deemed to have been served by placing a written notice in a prominent spot on or near the contravening item.

## **14 General Right to Remove, Detain and Dispose Contravening Items**

14.1 After SFA serves a removal notice on a relevant Tenant in relation to a contravening item, and the relevant Tenant does not comply with the removal notice within the period specified in the removal notice, SFA may –

- (a) remove and dispose the contravening item; or
- (b) remove and detain the contravening item – this is only relevant for bicycles and personal mobility devices at **para 3.1(c)**.

14.2 Where the breach or removal of the contravening item causes any damage to any common property and the relevant person served with the removal notice does not repair the damage within the period specified in the removal notice, SFA may repair such damage and seek compensation for such repairs from the relevant person.

14.3 SFA will, as soon as practicable after removing and detaining a contravening item, serve a written notice on —

- (a) a relevant person who appears, to the satisfaction of SFA, to be the owner of the contravening item; or
- (b) if such a person cannot be found after reasonable inquiry, the relevant person who appears, to the satisfaction of SFA, to have had lawful possession of the contravening item.

14.4 The written notice in **para 14.3** will inform the relevant person being served the notice —

- (a) that the contravening item has been removed and where it is being detained; and
- (b) that the person may claim possession of the contravening item upon payment to SFA, within 30 days after the date of service of the notice, of expenses reasonably incurred by SFA in removing or detaining the contravening item or repairing any damage to common property caused by the placement, depositing or removal of the contravening item.

14.5 If a contravening item is not claimed by the relevant person notified under **para 14.4** within the time delimited by that provision, SFA may dispose of the contravening item.

## Division B — Rights in Relation to Vehicles

### 15 Rights to Detain and Remove, etc. in Relation to Vehicles

15.1 **Para 15.2** applies in respect of a vehicle that

- (a) is parked in breach of **House Rule para 5**, other than a forklift, a bicycle or personal mobility device; or
- (b) appears to have been abandoned on any common property

15.2 An officer authorised by SFA (called in this Rule '**an Authorised Officer**') may

—

- (a) remove the vehicle and detain it at a place of safety or any other suitable place; or
- (b) immobilise the vehicle by affixing an immobilisation device to the vehicle to prevent the removal of the vehicle without the consent of the authorised officer.

15.3 SFA will, as soon as practicable after the detention or immobilisation of the vehicle, serve a written notice on the owner of the vehicle as to the procedure by which the owner may secure its release.

15.4 The notice will be served on the owner —

- (a) in the case where the vehicle has been removed and detained, in accordance with **Para 15.2**, or where serving the notice is not possible, by posting the notice on a notice board maintained by SFA nearest to that part of the common property where the vehicle was removed from; or
- (b) in the case where the vehicle has been immobilised, by affixing the notice on the windscreen or a conspicuous part of the vehicle.

15.5 The vehicle must not be released ~~by a person~~ to the owner of the vehicle by any person unless —

- (a) the authorised officer has directed the release of the vehicle to the owner; and
- (b) the owner has paid all the expenses incurred by SFA in removing or detaining the vehicle, immobilising the vehicle, or repairing any damage to common property caused by the placement, depositing or removal of the vehicle.

15.6 A person must not, without the authorisation of the authorised officer —

- (a) remove or attempt to remove —
  - i the vehicle from the place at which the vehicle is detained; or
  - ii the immobilisation device affixed to the vehicle.
- (b) remove or tamper with the notice affixed on the vehicle under **Para 15.4**

15.7 In this rule, “immobilisation device” means a device or an appliance —  
(a) that is designed or adapted to be fixed to a part of a vehicle for the purpose of preventing the vehicle from being driven or otherwise put in motion; and  
(b) that is of such type approved by the authorised officer for the purposes of this rule.

15.8 For the purposes of **Para 15**, a reference to the date of service of a written notice is a reference to —

- (a) the date that the notice is deemed to be sufficiently served under **Para 15.3**;  
or
- (b) if the notice is posted on a notice board in accordance with **Para 15.4(a)** the date that the notice is so posted; or
- (c) if the notice is affixed on a vehicle in accordance with **Para 15.4(b)**, the date that the notice is so affixed.

## **Division C – Other Rules and Penalty**

### **16 Rules not to prevent officers or authorised persons by SFA from enforcing Rules**

16.1 These Rules do not prevent an SFA officer or a person authorised by SFA, from doing an act that is reasonably necessary or expedient to enforce these Rules.

16.2 Any person who obstructs, hinders or impedes any authorised officer in the performance or execution of his duty or anything which he is authorised, empowered or required to do under these Rules, will be deemed as a breach of the House Rules.

### **17 Penalty**

17.1 The SFA shall have the right of refusal of entry or access into JFP to a Tenant and/or their Personnel found in breach of the House Rules.

17.2 Non-compliance of the House Rules by the Tenant and/or their Personnel will be recorded against the Tenant with a written notice of the non-compliance issued to the Tenant. Such documented records will be taken into consideration before tenancy renewal is offered.

17.3 Any clarification on non-compliance notice is to be submitted to the SFA or the appointed Managing Agent within 14 days of the date of notice issuance.

17.4 Best endeavor efforts by Tenants to remedy or rectify any breach or ensure any such breach does not recur will be considered favorably before tenancy renewal is offered. Recalcitrant Tenants and/or their Personnel, who fail to ensure breach of the

House Rules do not recur will be considered adversely for any tenancy renewal and/or may be served with a Notice to Quit on their tenancy contract.

17.5 The SFA may at any time vary the existing House Rules or impose new House Rules required for the management, maintenance and safety of the Building and Land, or for the establishment of good order therein or for the convenience of the other Tenants in the Building and Land.

Revision History:

<b>Version</b>	<b>Date of Approval DD- MMM-YY</b>	<b>Prepared by</b>	<b>Process Owner</b>	<b>Approved by</b>	<b>Effective Date DD- MMM-YY</b>	<b>Summary of Revisions Made</b>
1.0	24 Nov 22	Tan Jiawen, AD/IMD	Chang Tze Ai, D/IMD	CEO	24 Nov 22	First version
2.0	22 Nov 23	Wang Kok Liang, DD/IMD	Lily Ling, D/IMD	CEO	22 Nov 23	Remove all COVID-19 related clauses as they are no longer relevant with the stepping down of DORSCON level from Yellow to Green on 13 February 2023.
3.0	26 June 2024	Kevin Low, AD/FPJS	Lily Ling, D/IMD	CEO	26 June 2024	1) Removal of SFP and all matters related to SFP.  2) Addition of House Rules for forklift