



SINGAPORE KHALSA ASSOCIATION

Registered 8 May 1931 | UEN No: S31SS0003F



This Agreement is made and entered into on _____ by and between:

- 1) Singapore Khalsa Association (Reg No. [UEN S31SS0003F] (the “**Association**”) having its registered address at 2 Tessensohn Road, Singapore 217646;
- 2) [_____] (Reg No. _____) (the “**Merchant**”) having its registered address at [_____].

WHEREAS

- A. The Association operates a merchant discount programme for its members.
- B. The Merchant intends to provide the members of the Association with a discount on its goods and/or services.

NOW IT IS HEREBY AGREED as follows:

1. The Merchant agrees to offer a discount on its goods and/or services to all members of the Association except for the Association’s corporate members. The details of the discount are set out in **Annex A** hereto, which shall form part of this Agreement.
2. Unless otherwise extended by mutual consent, the tenure of this Agreement shall begin on _____ (“**Commencement Date**”) and shall expire on _____ (“**Expiry Date**”).
3. Notwithstanding Clause 2, this Agreement may be terminated by either party at any time upon the giving of no less than [] days prior written notice to the other.
4. For the avoidance of doubt, the Merchant shall continue to honour the terms of the discount as set out herein till the effective date of the termination and/or the Expiry Date (as the case maybe).
5. The Association may at its sole discretion and in any manner it deems fit publicise the discount to its members including but not limited to posting the discount information on its webpage at <https://singaporekhalsa.org.sg/>, printing bulletins in the Association’s newsletter and/or circulating the details of the same at the Association’s premises.
6. The Merchant represents and warrants to the Association that:
 - a. all information provided by the Merchant to the Association, including any information provided regarding the goods supplied and/or services rendered by the Merchant, is true, accurate, complete and not misleading in any way;
 - b. it shall conduct its business and perform its obligations herein in accordance with the highest business standards and will not commit any act which will or may negatively affect the integrity, reputation or goodwill of the Association;

- c. it shall deal with the members of the Association honestly, fairly and in a timely manner with the view to minimize any risk of complaints by the members of the Association or damage to the reputation of the Association;
 - d. it has all consents, waivers, approvals, authorisations, registrations, licences, declarations of or from all government authorities or contracting parties which are required to be made or obtained by the Merchant in connection with the entry into this Agreement and/or the supply of the goods and services and/or the performance of this Agreement have been procured and duly obtained at its own costs;
 - e. the goods supplied and/or the services rendered do not infringe on any party's intellectual property rights, directly or indirectly;
 - f. the goods supplied and/or the services rendered comply with, and are not adulterated or misbranded within the meaning of the Singapore's food and drugs laws and conform with all applicable Singapore laws, rules and regulations;
 - g. it assumes full responsibility for any and/or all disputes, controversies and claims arising out of and/or in connection to this Agreement that may arise between the Merchant and a member of the Association;
 - h. it shall not use, unless prior written consent is obtained from the Association, any of the Association's trademark, logo or other intellectual property rights owned by the Association.
7. To the full extent permissible under applicable law, the Association disclaims liability for any and/or all such representations and warranties under this Agreement including without limitation the merchantability, fitness for purpose, title and non-infringement of the goods supplied and the services rendered.
8. All communications and notices to the Association and the Merchant shall be given in writing, delivered in the following matter and marked for the attention of the association.
9. The Merchant undertakes to fully and effectively indemnify, keep indemnified and hold harmless the Association, its Board of Trustees, its Management Committee, its officers and its employees from and against any and all damages, losses, liabilities, costs, claims, charges and expenses, actions, judgements or demands whatsoever which any of the said individuals may suffer, sustain or incur as a result, directly or otherwise, of the Merchant supplying/providing the goods and services to the members of the Association.
10. The Merchant may not assign, transfer, subcontract or pledge any of its rights or responsibilities under this Agreement, or any part hereof without the prior consent of the Association.
11. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Association and Merchant or to impose any liability attributable to such relationship upon the Association.

12. This Agreement is governed by and shall be construed in accordance with Singapore law and the courts of Singapore shall have exclusive jurisdiction to hear and determine any and/or all disputes, controversies and claims arising out of and/or in connection to this Agreement.

For any queries, please contact the SKA Office at 62981230 or admin2@singaporekhalsa.org.sg.

Merchant Description:

Discount being offered by the Merchant to the members of the Association:

Name : _____

Company : _____

Date : _____

Signature : _____

FOR OFFICIAL USE	
APPLICATION VERIFIED BY	MANAGEMENT COMMITTEE
_____	Tabled at the Management Committee Meeting on _____
Manager/Secretary _____ Date _____	Approved/Not Approved _____
Payment Receipt No: _____ Date: _____	President/Secretary _____ Date _____

