



SINGAPORE
SERVICE STAR

TERMS AND CONDITIONS

1 Introduction

- 1.1 The Singapore Service Star scheme (the “**Scheme**”) is an accreditation scheme developed and administered by the Singapore Tourism Board (the “**Board**”) to recognise and promote businesses in Singapore that deliver good service to customers and to set standards of service excellence for the tourism industry.
- 1.2 The Board may from time to time publish guidelines to administer the Scheme (“**Guidelines**”). Any merchant (“**Merchant**”, “**You**”) who applies for or is granted accreditation under the Scheme shall comply with these Terms and Conditions and all Guidelines. The Terms and Conditions together with the Guidelines are collectively known as the “**Contract**”. If there is a conflict between these Terms and Conditions and the Guidelines, these Terms and Conditions prevail.
- 1.3 The Board may amend the Contract from time to time. You are bound by the latest version of the Contract posted on the Board’s web site at (<http://www.servicestar.com.sg>).

2 Applications for Accreditation

- 2.1 Applications for accreditation shall be made in the manner stated in the Guidelines. When making an application, you shall pay the applicable fees at the same time.
- 2.2 Making an application and paying the fees does not automatically entitle you to accreditation. The Board may accept or reject any application for accreditation at its sole discretion and without liability to you. Incomplete applications may be rejected by the Board.
- 2.3 If you are unsuccessful in your application, you may re-apply for accreditation only after six (6) months has past from the date of your last unsuccessful application.

3 Accredited Merchants and Accredited Services

- 3.1 In the Contract:
- (a) “**Accredited Merchant**” means a Merchant granted accreditation under the Scheme. Reference to “**Merchant**” or “**You**” includes an Accredited Merchant.
- (b) “**Accredited Services**” means services for which accreditation is granted to you or which you have made an application for.

4 Term and Renewal of Accreditation

- 4.1 Upon accreditation or the renewal of accreditation, the Board will issue a membership certificate to you (the “**Membership Certificate**”). The period of accreditation is as stated in the Membership Certificate.
- 4.2 Accreditation is automatically renewed on an annual basis if:
- (a) You have complied with all requirements of the Scheme and performed all of your obligations under the Contract to the Board’s satisfaction; and

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- (b) There is no reason that would entitle the Board to revoke or suspend your accreditation; and
- (c) You do not owe the Board any monies at the time of renewal.

5 Assessment and Audits

- 5.1 You will be assessed to determine if you are eligible for accreditation, renewal of accreditation and for verifying your compliance with the Contract. Assessments may be conducted with or without prior notice, as deemed fit by the Board. The mode of assessment, cost associated with assessment (if any), procedures and pass/fail scoring systems are stated in the Guidelines. You must co-operate fully with the Board and its authorised representatives in all assessments.
- 5.2 You shall keep complete, accurate and up to date records in respect of the Accredited Services, including without limitation receipt books, deposit slips and customer correspondence. When requested by the Board, you shall allow the Board to inspect, audit and/or take copies of such records. Additionally, you shall allow the Board and its authorised representatives access to your premises, staff, licensees, sub-contractors and representatives, for the purpose of conducting audits under the Scheme. Except in the case of mystery shopping assessments, which shall be conducted without notice, the Board shall give you at least two (2) weeks' notice if it requires access to your premises, staff, licensees, sub-contractors and representatives.
- 5.3 After an assessment, the Board may require you to take corrective or remedial action within a stipulated time frame. Non-compliance shall entitle the Board, without prejudice to any or its other rights and remedies:
 - (a) to reject your application for accreditation;
 - (b) to refuse renewal of your accreditation; or
 - (c) to impose disciplinary action on an Accredited Merchant, up to and including the suspension or revocation of accreditation. The Accredited Merchant shall have no right of appeal from a decision by the Board under this Section 5.3(c).
- 5.4 If you are required to take any corrective action, or make any improvements and changes after assessment, the Board may verify your compliance by conducting further assessments at your cost and expense.

6 Revocation of Accreditation

- 6.1 The Board may immediately revoke or suspend your accreditation if:
 - (a) you breach the Contract and, where the breach can be remedied and Board has requested it to be remedied, you failed to remedy the breach within thirty (30) days of the Board's request;
 - (b) you are consistently in breach of the Contract, even if each such breach is remedied within the time allowed;
 - (c) you have failed any assessment conducted by the Board under Section 5 and, where the Board has required corrective action to be taken following such assessment, you have failed to comply with such requirement to the Board's satisfaction;
 - (d) a criminal complaint or police report has been lodged against you or a complaint has been lodged with the Consumer Association of Singapore against you or you have been convicted of an offence or is in the opinion of the Board guilty of gross moral turpitude;
 - (e) more than one (1) customer complaint in one (1) calendar quarter has been made against you;
 - (f) you have used or permitted the use of the Singapore Service Star Logo or your status as an Accredited Merchant in a manner which, in the sole opinion of the Board, is or might be prejudicial to the Board or the Scheme; or

- (g) you have failed to pay any sum(s) due to the Board under the Contract.
- 6.2 The Board may revoke or suspend your accreditation upon fourteen (14) days' written notice if:
- (a) there is a change in the ownership, shareholding, partners or management of the Merchant; or
 - (b) the Merchant suspends or ceases or threatens to suspend or cease its business or the conduct of the Accredited Services or becomes or threatens to become or is in jeopardy of becoming subject to any form of bankruptcy or insolvency administration or goes into liquidation (except for members' voluntary liquidation pursuant to reconstruction, amalgamation or reorganisation) or makes any arrangement or composition with its creditor(s) or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of a debt.
- 6.3 If the Board amends the Contract in such a manner which affects your accreditation fundamentally, the Board shall be entitled to require you to make corresponding changes to the Accredited Services and re-submit an application for accreditation. If you fail to re-submit the application for accreditation within the period stipulated by the Board, your accreditation shall be revoked without further notice.
- 6.4 The Board may revoke your accreditation without cause by giving you one (1) month's prior written notice. You may withdraw from the Scheme at any time and cease being an Accredited Merchant by giving the Board one (1) month's prior written notice.

7 Effect of Withdrawal, Revocation or Suspension of Accreditation

- 7.1 Upon the revocation of accreditation for any reason or your withdrawal from the Scheme, you shall:
- (a) Immediately cease the use of the Singapore Service Star Logo;
 - (b) Immediately cease to hold yourself or your activities out as accredited or otherwise approved by the Board; and
 - (c) Within seven (7) days, return to the Board or if directed by the Board destroy all documents and other materials provided received from the Board or its representatives regarding the Scheme and the accreditation, including but not limited to all labels, decals, insignias, emblems, badges, bearing the Singapore Service Star Logo.
- 7.2 If your accreditation has been suspended, you shall comply with Sections 7.1(a) and (b) during the suspension period.
- 7.3 A Merchant whose accreditation is revoked may re-apply for accreditation only after twenty-four (24) months have passed from the date of revocation.
- 7.4 The revocation of accreditation is without prejudice to the Board's rights against the Merchant and also without prejudice to any provision of the Contract which by operation of law survives or is specifically stated in this Contract to survive such revocation. For the avoidance of doubt, the provisions of the Contract that survive the revocation of accreditation include without limitation Sections 7, 10.3, 12, 13, 15, 16 and 17.

8 Appeal by Merchant

- 8.1 You may appeal against any decision by the Board to reject your application for accreditation, to refuse renewal of accreditation, or to revoke or suspend accreditation.
- 8.2 The appeal must be filed in writing to the Board within fourteen (14) days of the date of the Board's decision. Pending the outcome of appeal, you are not accredited under the Scheme.

8.3 If required by the Board, you shall show cause why you consider yourself to be entitled to accreditation or renewal of accreditation. The Merchant shall co-operate fully with the Board and provide such information and documentation as the Board shall require.

8.4 The decision of the Board on appeal is final.

9 Payment

9.1 Unless otherwise stated in the Guidelines, all fees payable by a Merchant under the Contract are non-refundable.

9.2 The Merchant shall reimburse the Board for any Goods and Services Tax or other taxes, duties or impositions that may be levied by any government arising out of the Contract. All amounts quoted by the Board in the Contract are exclusive of such taxes, duties or other government impositions.

10 Singapore Service Star Logo

10.1 The term "**Singapore Service Star Logo**" means the mark as shown below and/or such other marks as the Board may adopt from time to time for the Scheme:



10.2 You shall use the Singapore Service Star Logo solely to identify yourself as an Accredited Merchant and for no other purpose and shall also prominently display the Singapore Service Star Logo at all outlets offering the Accredited Services.

10.3 You acknowledge and agree that that the entire right, title and interest in and to the Singapore Service Star Logo vests solely and exclusively in the Board. Any and all goodwill generated in relation to the Singapore Service Star Logo by Merchants, including yourself, accredited under the Scheme accrues to the Board.

10.4 If your labels, advertising or other promotional or publicity material are to bear or depict the Singapore Service Star Logo, you shall submit samples of your labels, advertising or other promotional or publicity material for the Board's inspection and you shall make such changes to your labels, advertising or other promotional or publicity material as the Board may require.

10.5 You shall not alter or modify the Singapore Service Star Logo in any way whatsoever.

10.6 You shall not use the Singapore Service Star Logo outside Singapore or in respect of products or services provided outside Singapore without the prior written approval of the Board.

10.7 You shall notify the Board of (a) any unauthorised use or imitation of the Singapore Service Star logo which may come to your attention, and (b) any third party claim, suit or demand relating to your use of the Singapore Service Star Logo. You shall not settle or compromise any claim or take any other action on matters relating to the Singapore Service Star Logo without the prior written consent of the Board. The Board shall have the right to defend, compromise or settle any claim at its sole cost and expense, using attorneys of its own choosing, and you agree to cooperate fully with the Board in connection with the defence of any such claim.

11 Merchant Obligations

- 11.1 You shall provide the Accredited Services in a timely and professional manner according to the Guidelines and industry best standards (if any).
- 11.2 You must implement a clear procedure for resolving customer complaints and disputes.
- 11.3 You shall comply with all applicable laws and obtain and maintain all licences, consents, permits, approvals, waivers and authorisations necessary for the provision of the Accredited Services and the performance of your obligations under the Contract.
- 11.4 You shall ensure that all your staff and licensees, sub-contractors and representatives appointed to conduct the Accredited Services have the requisite qualifications and are competent for their role.
- 11.5 You shall keep the Board informed and updated on your business operations (including without limitation the number of outlets from which it offers the Accredited Services), the progress of the Accredited Services and any other activities carried out pursuant to the Contract, submit such proposals or reports and attend such meetings or sessions with the Board as the Board may require from time to time.
- 11.6 No Merchant shall purchase materials, perform services or incur costs chargeable to the Board or in any way pledge the Board's credit.
- 11.7 No Merchant may make any representation that its goods or services are in any way guaranteed by the Board or that it is empowered to give guarantees on behalf of the Board.
- 11.8 No Merchant shall make any statements or engage in conduct which brings or is likely to bring into disrepute the name and/or reputation of the Board or the Scheme or permit anyone to do so.
- 11.9 You shall ensure that all information you provide about yourself or your services, fees and costs are true, accurate and complete and promptly provide updates to such information as and when necessary.
- 11.10 The Board shall have authority to communicate with your customers concerning their complaints about or disputes with you. You shall provide the Board with such particulars as the Board shall reasonably require and provide such reasonable assistance as may be necessary for this purpose. Accredited Merchants shall submit to any procedure implemented by or for the Board from time to time for the resolution of disputes between them and their customers.

12 Confidentiality

- 12.1 You shall keep strictly confidential any information, documents or things provided by or obtained from the Board under the Contract which have been marked as "confidential" or with similar language or which are by nature confidential ("**Confidential Information**").
- 12.2 You shall at its own expense take such steps as the Board may reasonably direct to enforce or restrain any breach of such confidentiality.
- 12.3 The provisions of this Section shall not apply to information:
 - (a) rightfully obtained by you prior to disclosure by the Board without an obligation of confidentiality;
 - (b) already in the public domain at the time of disclosure or that has entered the public domain, otherwise than by reason of you breaching the Contract; or

- (c) required to be disclosed by an order of court, or to the police or the Inland Revenue Authority of Singapore or other government authorities, for the purpose of criminal investigation or otherwise.

13 Indemnity

13.1 You shall indemnify, defend and hold harmless the Board and all its agents, directors, officers, employees, successors, assigns and representatives from and against any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including all legal fees and expenses) and other liabilities arising from, in connection with or related in any way, directly or indirectly, to:

- (a) your breach or alleged breach of the Contract;
- (b) your conduct or provision of the Accredited Services or any part thereof; or
- (c) any dealings or disputes between you and your customers or other merchants.

14 Insurance

14.1 The Merchant shall effect and maintain with an approved insurance agency adequate insurance for its acceptance of any accreditation under the Scheme, its Accredited Services and all activities related thereto or otherwise arising due to the Contract, protecting the Merchant and the Board against any liability whatsoever or howsoever occasioned. It is the Merchant's sole responsibility to ensure the amount of coverage is adequate.

15 Publicity

15.1 You shall obtain the Board's prior written consent before the release of any press release(s) regarding the Scheme or your relationship with the Board arising out of the Contract.

15.2 In applying for or receiving accreditation under the Scheme, you consent to the Board's release to third parties of the contents of your application and any other information and documents provided by you as appropriate, including without limitation to the Board's appointed assessment bodies, sponsoring organisations or other government agencies.

15.3 The Board is entitled without notice or liability to you to inform the public of the fact you have applied for or been granted accreditation and of any withdrawal, revocation or suspension of accreditation. The form and manner of disclosure shall be determined by the Board in its sole judgment.

16 Merchant Warranties

16.1 You warrant, represent and undertake to the Board as follows:

- (a) You have the right, power and authority to apply for and receive accreditation under the Scheme and to fully perform all its obligations under the Contract;
- (b) You shall promptly provide the Board with such information, documents and other materials as the Board may require from time to time in connection with your accreditation or application for accreditation under the Scheme; and
- (c) All information and documents provided by you to the Board are true, accurate and complete to the best of your knowledge, and you have not wilfully suppressed any material facts. The misrepresentation or omission of information is grounds for revocation of accreditation.

17 General

17.1 The Contract is the entire agreement between you and the Board. You may not assign or transfer the Contract or any right, or sub-contract or delegate any duty or obligation without the Board's prior consent. The Contract is for the benefit of and binds the parties and their successors and assigns. A waiver of a party's rights shall be in writing and shall not prevent

the party's further exercise of the same or any other right. If one part of the Contract is found to be invalid, illegal or unenforceable, such finding shall not affect the validity, legality and enforceability of the other parts of the Contract. Nothing in the Contract creates a joint venture, partnership, relationship of employment or agency between you and the Board. Neither party has authority to contract on behalf of or bind the other. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce its terms. The Contract is governed by Singapore law. The parties submit to the non-exclusive jurisdiction of the Singapore courts.

- 17.2 In the Contract, use of the singular includes the plural and vice versa; use of one gender includes all genders; use of "persons" includes bodies corporate, unincorporated associations and partnerships and their heirs, successors and assigns; a reference to law includes reference to any legislation, regulations, judgement and rule of common law or equity as revised, amended, supplemented or re-enacted from time to time; clause headings are for reference only and do not affect construction or interpretation of the Contract; unless otherwise stated, "SGD", "S\$", "dollar", or "\$" mean the lawful currency of the Republic of Singapore.

