

TERMS AND CONDITIONS FOR THE LANDSCAPE COMPANY REGISTER

In submitting your Application you are agreeing to abide by all conditions listed herein.

PART A – GENERAL TERMS AND CONDITIONS

1. INTERPRETATION AND GENERAL

1.1 In these Terms and Conditions, the following words shall have the following meanings ascribed to them:-

- (a) “Applicant” or “you” means the person or entity who submits the application form via the CUGE LCR online portal at <https://www2.lcr.nparks.gov.sg/lcr/Account/companylogin> applying for registration to the LCR, and, shall include all employees and agents. Where the context so requires, the term “Applicant” or “you” shall also mean an applicant whose application has been approved by NParks.
- (i) Where a firm, company, organisation or group of persons is named as the Applicant, the representative who submits the Application shall be deemed to have the authority to bind the firm, company, organisation or group of persons to these Terms and Conditions, and the firm, company, organisation or group of persons shall be considered to be jointly and severally liable with the Applicant for all costs and charges incurred by the Applicant and to ensure compliance with these Terms and Conditions. Where the Applicant is below 18 years of age, the Applicant confirms that he has obtained the consent of his parent or guardian to make the Application and to agree to the Terms and Conditions herein stated.
- (b) “Application” means the application form submitted by you applying for registration with the LCR and shall mean both applications for renewal and fresh applications to be registered on the LCR. For the purposes of these Terms and Conditions, the Application refers to both the online form at the CUGE LCR online portal to be submitted by the Applicant and as well as softcopy documents emailed to NParks by the Applicant (where applicable).
- (c) “LCR” or “Landscape Company Register” shall mean the Landscape Company Register set up and maintained by NParks, in order to establish the business credibility of landscape services companies which provide landscape design, implementation, maintenance services, landscape nursery and related services;
- (d) “NParks” means the National Parks Board, a statutory board constituted under the National Parks Board Act (Cap. 198A) and where the context so requires, acting as an agent of the Government of the Republic of Singapore, and shall include its officers, employees and agents authorised to act on its behalf and includes any representative or person under the direction of NParks or who is designated by NParks to act on its behalf.

- (e) "Registration" means your registration on the LCR upon approval of your Application to be registered on the LCR.
 - (f) "Terms and Conditions" means these terms and conditions set out herein, including without limitation the General Terms and Conditions and Specific Terms and Conditions and any other terms and conditions which NParks may impose on you at any time as a condition for approving your Application.
- 1.2 In these Terms and Conditions, words denoting one gender shall include all other genders; words denoting the singular shall include the plural and vice versa; words denoting persons shall include firms and corporations and vice versa and shall also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be.
 - 1.3 The heading in these Terms and Conditions are for reference only and shall not be deemed to form part of these Terms and Conditions or be taken into consideration in the interpretation or construction of these Terms and Conditions.
 - 1.4 These Terms and Conditions are governed by and shall be construed in accordance with the laws of Singapore.
 - 1.5 All approvals given in respect of any Application shall be subject to the Terms and Conditions stated herein, and such other terms and conditions as may be imposed by NParks on you as a condition for approving your Application for Registration on the LCR.
 - 1.6 NParks reserves the right to change, modify, vary, or amend the Terms and Conditions herein (including any criteria for evaluation of an Application) without prior notice to you.
 - 1.7 Save as expressly set out in these Terms and Conditions, a person who is not party to this agreement shall have no right under the Contracts (Right of Third Parties) Act (Cap. 53B) to enforce any of its terms.
 - 1.8 No failure or delay on the part of NParks in exercising any power or right under this agreement shall operate as a waiver nor shall an exercise of such right or power preclude any other or further exercise of such right or power or other right or power.
 - 1.9 In the event that any provision of this Application and any subsequent registration formed by way of NParks approving your application is or becomes invalid, illegal or otherwise unenforceable in any respect under any law or regulation, the validity, legality and enforceability of the remaining provisions of this Application and/or registration shall remain in full force and effect.

2. APPLICATION

- 2.1 Where you are required to obtain any licence, approval, permit or authorisation from any relevant authority or organisation for the carrying out of landscaping activities, it shall be your responsibility to obtain such licence, approval, permit, or authorisation at

his costs, prior to the submitting the Application. NParks reserves the right to request you to furnish proof of such licence, approval, permit of authorisation obtained by you at any time after the submission of the Application, failing which the Application may be rejected or if approval is granted, the approval may be revoked or suspended.

- 2.2 NParks reserves the right to reject any Application which is incomplete or which is received by NParks after the timeline stated above, and bears no responsibility or liability for any losses, damage, injury (including death), expenses or costs arising out of the processing, approval and/or rejection of the said Application.
- 2.3 Please ensure that the information in the Application is true and is complete before submission. NParks reserves the right to request for additional documents/ information to evaluate your Application, or to request for meetings in person to discuss and/or assess your Application.
- 2.4 NParks further reserves the right to conduct, or appoint third party service providers to conduct, on-site checks for verification purposes.

3. APPROVAL

- 3.1 Submission of your Application does not constitute automatic approval of your Application.
- 3.2 If your Application is approved, approval will be provided in writing and forwarded to the postal or email address included on your Application.
- 3.3 NParks' decision to approve or reject your Application or revoke any approval given shall be final, and NParks may approve or reject an Application without giving any reasons to you whatsoever.
- 3.4 Any approval granted to you shall be conditional upon compliance with all Terms and Conditions by you.
- 3.5 In the grant of this approval, you also agree to comply with all applicable legislation, rules and regulations, including but not limited to the Parks and Trees Act (Cap. 216) and the Parks and Trees Regulations (Regulation 1). You are aware that any breach of such legislation, rules and regulations is an offence and may render you subject to the applicable penalties.

4. REJECTION OF APPLICATION, REVOCATION OF APPROVAL AND CANCELLATION OF APPROVAL

- 4.1 Without prejudice to the Terms and Conditions herein, if in NParks' opinion:-
 - (a) You or any Person has breached or is likely to breach any of the Terms and Conditions herein;

- (b) your registration in the LCR likely to be offensive to religion, race, decency and morals or poses any disturbance or risk to public tranquillity, public health or safety of the public or Persons;
- (c) have provided information that is false in a material particular; and/or
- (d) For any other reason deemed by NParks in its absolute discretion to be of significant importance in the best interests of NParks or the LCR,

then in such event, NParks may reject your Application, or if approval had been granted, revoke your Registration immediately without giving you prior notice.

- 4.2 For the avoidance of doubt, upon the operation of Part A, Clause 4, NParks shall be at liberty to revoke and/or withdraw your Registration and reserves its right to exercise all or any of its rights or remedies under these Terms and Conditions, including without limitation the right to seek costs and compensation from you, and at law.
- 4.4 You shall, at your own costs, maintain all licences, approvals, permits and authorisations as set out in Part A, Clause 2.1, without any restrictions or qualifications whatsoever. You shall ensure that all licences, approvals, permits and authorisations shall remain valid for the duration of registration on the LCR and, if for any reason, any such licence, approval, permit or authorisation is withdrawn, suspended, revoked, terminated or varied in any manner whatsoever, you shall without demand immediately give notice to NParks together with a copy of any document evidencing such withdrawal, suspension, termination or variation. For the avoidance of doubt, in such event, NParks shall be at liberty to revoke and/or withdraw your Registration on the LCR and reserves its right to exercise all or any of its rights or remedies under these Terms and Conditions and at law.
- 4.6 In the event that you are found guilty of an offence under the Parks and Trees Act, and/or any regulations or rules made thereunder and/or in breach of any term or condition herein, NParks reserves the right to reject any Application or revoke any Registration under the LCR henceforth.
- 4.7 All documents/ information will be kept strictly confidential. Documents/ information submitted will be for verification purposes and will not be returned.
- 4.8 It shall be the Applicant's responsibility to update its corporate information, such as contact details, mailing address, and email address. NParks will use the contact information provided online to notify successful Applicants of any changes and to make announcements.
- 4.9 Under no circumstances shall NParks be liable for any loss, damages, costs and/or expenses incurred as a result of the rejection of the Application by NParks.

PART B – SPECIFIC TERMS AND CONDITIONS

1. APPLICATION DETAILS

- 1.1 A successful Applicant's Registration is valid from 1 November each calendar year and ends on 31 October the following calendar year.

- 1.2 The stipulated renewal application period will be from 1 April to 31 October of the same calendar year.
- 1.3 The administrative charge for renewal applications, submitted between 1 April to 31 October of each calendar year is \$250 (inclusive of 9% Goods and Services Tax).
- 1.4 For new applications, the administrative charge is \$350 (inclusive of 9% Goods and Services Tax).
- 1.5 Companies who are currently registered on the LCR but who do not renew their Registration by 31 October of the calendar year will be treated as new applicants.
- 1.6 Compliance with the timelines set out in this clause 1 is strictly necessary. NParks reserves the right to proceed as it deems fit, including without limitation rejecting any Application which is not submitted by the timeline stated, or treating any Application for renewal as a fresh application.
- 1.6 The administrative charge shall be made payable via the online portal at <https://www2.lcr.nparks.gov.sg/lcr/Account/companylogin> and is strictly non-refundable.

2. ELIGIBILITY CRITERIA

- 2.1 Applicants must:
 - (a) be registered with the Accounting and Corporate Regulatory Authority (ACRA) for at least twelve (12) months before the time of the submission of the Application;
 - (b) have, as main activities registered under ACRA, the following scopes of work:
 - i. landscape implementation;
 - ii. landscape care and maintenance;
 - iii. plant nursery and related services.
 - (c) have 65% or more of the total revenue generated by the Applicant in the year preceding the Applicant's application generated from the activities stated in clause 2.1(b) above.
 - (d) ensure that they have fulfilled the salary and training requirements as stipulated by the Progressive Wage Model (PWM) for the landscape sector.

3. SUBMISSION OF DOCUMENTS

- 3.1 Supporting documents will be required from the Applicant to accompany its online application. The Applicant must submit to NParks:
 - (a) Financial statements up to two (2) years preceding the Application. Where available and possible, audited financial statements must be provided to NParks; and

- (b) ACRA search, current up to (1) month preceding the Application; and
- (c) CPF statements, current up to (6) months preceding the Application; and
- (d) WPonline records, current up to (1) month preceding the Application.

4. PROCESSING OF APPLICATION

- 4.1 Under normal circumstances, the processing time for each Application takes about 4 to 6 weeks, on the condition that:-
 - (a) the online application form is submitted with full and complete information;
 - (b) all supporting documents are submitted with all necessary information stated; and
 - (c) the relevant application fee set out in clause 1 above has been received by NParks.
- 4.2 Insufficient or incomplete information may lead to a delay in NParks processing the Application.
- 4.3 Under no circumstances shall NParks be liable for any loss, damages, costs and/or expenses incurred as a result of a delay on the part of NParks in processing the Application.