

**Security Deposit Guarantee to be furnished pursuant to Animals and Birds (Dog Licensing and Control) Rules**

**Guarantee Template Reference: NPARKS\_SBL**

**Dog Licence No.: [Field CASE\_REF]<sup>1</sup>**

**Security Deposit Guarantee No.: [Field GUA\_NO]<sup>2</sup>**

To: Director-General, Animal Health and Welfare and his successors-in-office  
c/o [Field BEN\_NAME]<sup>3</sup> (collectively referred to as the "Authority")

**Whereas** a Dog Licence (Dog Licence Number: [Field CASE\_REF]<sup>4</sup>) (the "Licence") was issued by the Director-General, Animal Health and Welfare to [Field APP\_NAME]<sup>5</sup> (name of Applicant) [Field APP\_REF]<sup>6</sup> (UEN / Identification No.) (the "Applicant") under the Animals and Birds (Dog Licensing and Control) Rules ("Rules") and the Applicant is required to comply with the Rules and all the Conditions of the Licence.

**And Whereas** the Applicant is required under the Rules or given a direction by the Director-General, Animal Health and Welfare under the Rules to furnish security in the form of a guarantee for [Field GUA\_CUR]<sup>7</sup> [Field GUA\_SUM\_NUM]<sup>8</sup> (the "Guaranteed Sum").

The Applicant now provides this irrevocable on-demand guarantee to fulfil the requirements of the Rules or the direction of the Director-General, Animal Health and Welfare.

1 We shall unconditionally pay to the Authority any sum or sums up to a maximum aggregate of **the Guaranteed Sum** upon receiving the Authority's/ Director-General's written notice of claim for payment made

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<sup>1</sup> This refers to the licence number of the dog which the Guarantee is issued for.

<sup>2</sup> This refers to the reference number of the Guarantee.

<sup>3</sup> If the Beneficiary is a Government Agency listed in Schedule 1 Part A, or a Statutory Board acting as an agent of the Government, the acronym used in [Field BEN\_NAME] shall have the meaning set out at the Website.

<sup>4</sup> This refers to the licence number of the dog which the Guarantee is issued for.

<sup>5</sup> This refers to the name of the Applicant.

<sup>6</sup> This refers to the Identification No. of the licensee, i.e. NRIC/FIN/Passport Number.

<sup>7</sup> This refers to the currency of the Guaranteed Sum in ISO4217 format.

<sup>8</sup> This refers to the Guaranteed Sum in numerals.

pursuant to Clause 7 of this Guarantee without any proof of actual default on the part of the Applicant and without need to satisfy any other condition.

2 We warrant that the provision of this Guarantee does not contravene any law and that we have obtained all necessary approvals in relation to the provision of this Guarantee.

3 Our liability under this Guarantee shall not be affected, impaired or discharged by any changes whatsoever in the constitution of the Applicant or the liquidation, administration, insolvency or other incapacity of the Applicant.

4 We shall not be discharged or released from this Guarantee by (i) any arrangement between the Authority and the Applicant with or without our consent, (ii) any other or further arrangement between the Applicant and us with or without the Authority's consent, (iii) any alteration in the obligations undertaken or to be undertaken by the Applicant, (iv) any forbearance on the Authority's part whether as to payment, time, performance or otherwise, (v) anything the Authority may do or omit to do, (vi) the Authority requiring further or other security from the Applicant in respect of the same or similar subject matters as those covered by this Guarantee or (vii) any other dealing, act or omission that but for this provision would discharge our liability. All payments made by us under this Guarantee shall be made in full without set-off or counterclaim of any kind and free and clear of and without deduction of or withholding for or on account of any tax of any nature now or subsequently imposed by any country or any subdivision or taxing authority of or in any country or any federation or organisation of which any country is a member.

5 Our liability under this Guarantee shall continue and this Guarantee shall remain in full force and effect from [*Field EFF\_DT*]<sup>9</sup> until [*Field EXP\_DT*]<sup>10</sup> (the "Guarantee Period").

6 We shall not require the Authority to deliver to us any document whatsoever to record any expiry of this Guarantee. If the Authority is agreeable to an early discharge of this Guarantee, and provided that this Guarantee has not expired, the Authority shall deliver a notice of discharge to us via the Networked Trade Platform.

7 This Guarantee is conditional upon a claim being made by the Authority at any time and as many times as the Authority may deem fit by way of a notice of claim delivered to us before the end of 90 days after the expiry of the Guarantee Period via the Networked Trade Platform.

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<sup>9</sup> This refers to the Effective Date of the Guarantee in the format of DD/MM/YYYY (e.g. 01/01/2021).

<sup>10</sup> This refers to the Expiry Date of the Guarantee in the format of DD/MM/YYYY (e.g. 31/12/2021).

8 We shall be obliged to effect the payment required under such a claim within 14 days after our receipt of the notice of claim from the Authority. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon the Authority's notice of claim received by us as final and conclusive.

9 The Authority may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

10 Without prejudice to the conditions in Clause 7 of this Guarantee, no delay or omission in exercising any right, power, privilege or remedy in respect of this Guarantee shall impair such right, power, privilege or remedy or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies provided in this Guarantee are cumulative and not exclusive of any rights, powers, privileges or remedies provided by the law.

11 A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Guarantee.

12 This Guarantee shall be governed by and construed in accordance with the laws of the Republic of Singapore in every respect. Each party irrevocably agrees that the courts of the Republic of Singapore shall have exclusive jurisdiction to settle any dispute, claim, question or disagreement arising out of or relating to this Guarantee or its subject matter or formation. Each party irrevocably submits to the jurisdiction of such courts.

Signed by: [*Field AUTH\_NAME*]<sup>11</sup>  
for and on behalf of the  
[*Field PFI\_NAME*]<sup>12</sup>

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<sup>11</sup> This refers to the name of the representative of the Participating Financial Institution who is authorised to issue the Guarantee for and on behalf of the Participating Financial Institution.

<sup>12</sup> This refers to the name of the Participating Financial Institution issuing this Guarantee. The acronym used in [*Field PFI\_NAME*] shall have the meaning set out at the Website.