

OWNER AUTHORISATION FORM

OWNER PARTICULARS

Name:	*Mr/Mrs/Miss/Mdm/Dr		
*NRIC/FIN/Passport No:		Date Of Birth:	
Contact No(Home):		(HP):	
Email:			
Address:	Block/House: _____ Unit No: # _____ - _____ Street Name: _____ Building Name: _____ Postal Code: S (_____)		

AUTHORISATION

I am the owner of the above premises. I authorise:

Name: _____ *NRIC/FIN/Passport No: _____

Contact Number: _____

to permit Netlink Management Pte. Ltd. (as trustee of NetLink Trust) or its contractor to enter the said premises, conduct the installation works and to sign the Fibre Installation Service Report. I accept and will honour all decisions of the above-named person regarding the installation works.

I accept the attached terms and conditions. I confirm that all the information herein given is true and correct.

Note: The person authorised above must be at least 18 years of age.

Signature

Date

*Please delete where inapplicable

**Netlink Management Pte. Ltd. (as trustee of NetLink Trust) Fibre Installation
Terms and Conditions**

By submitting or, where applicable, authorising your tenant to submit, a Form (defined below) to us, Netlink Management Pte. Ltd. (as trustee of NetLink Trust), you signify your agreement to the terms and conditions in the Form and as set out below.

1. **Definitions.** In these terms and conditions:
"Agreement" means the Netlink Trust Installation Agreement.
"Fibre" means the wiring (with surface trunking only) and other equipment we provide to connect the Premises to the Network.
"Form" means the First-Time Installation Form or the Fibre Installation Service Report to which these terms and conditions are attached.
"Installation" means the first-time installation of the Fibre at the Premises.
"Network" means the next-generation nationwide broadband network designed, constructed and operated by or for us.
"Premises" means the property identified as the Premises Address in the Form.
"Premises Entrance" means a location that we deem appropriate, for landed property, at or near the main gate post on the boundary of the property and, for high-rise apartments and flats, at or near the main entrance to the apartment or flat.
The terms "you" and "your" refer to the person(s) named on the Form as owner (and where applicable, as tenant) of the Premises and anyone appearing to us to be acting with that person's authority.
2. **Eligibility.** You are entitled to apply for the Installation if (a) you are at least 18 years of age; (b) you are an owner of the Premises or you have the owner's written authority to apply for the Installation; and (c) the Premises are residential premises. We may decline acceptance of your application at our discretion.
3. **Appointments.** Appointments are subject to our schedule. Changes of appointment are subject to our prior approval. We reserve the right to re-schedule any appointment at our discretion.
4. **Payment.**
 - (a) You do not have to pay for the Installation if: (i) the Installation takes place within the installation period we have scheduled for households in your area OR the Installation takes place within an installation period that we have re-scheduled from the initial installation period for households in your area; (ii) the length of the Fibre does not exceed fifteen (15) metres, as measured in a manner determined solely by us; and/or (iii) you are not in breach of any of these terms and conditions of this Agreement.
 - (b) If any of the conditions in Clause 4(a) are not satisfied, you will be required to pay for the Installation at our prevailing standard prescribed rates. Please refer to www.netlinktrust.com for our fees and applicable terms and conditions or check with your service provider.
 - (c) You may be required to pay fees for the repair and/or maintenance of the Fibre. Please refer to www.netlinktrust.com for our fees and applicable terms and conditions or check with your service provider.
 - (d) All fees quoted by us are subject to GST. All invoices shall be paid within thirty (30) days from the issue date. You shall pay all invoices in full, without any demand, set-off, counterclaim or deduction whatsoever. If you fail to make full and timely payment, we reserve the right without prejudice to any other rights and remedies to (a) remove the Fibre from the Premises, (b) charge and collect from you any legal and/or administrative fees incurred by us to collect the unpaid amounts from you, and/or (b) charge interest of five percent (5%) per annum on all unpaid amounts (including the aforementioned legal and/or administrative fees) from the due date up to the date we receive payment.
5. **Your co-operation.** You shall provide, at no charge to us, such access to the Premises, space, electric power and reasonable assistance as we may require to carry out the Installation. Upon any change of ownership of the Premises or upon becoming aware of any redevelopment of the Premises, you must promptly notify us on or before Installation.
6. **Fibre and Network.**
 - (a) Ownership of the Fibre and Network shall remain vested in us and/or our partners at all times, even if parts of the Fibre may be located on the Premises as fixtures or otherwise or you connect any equipment or cables to the Fibre.
 - (b) Only we and our authorised partners and contractors shall be entitled to operate and/or maintain the Fibre and Network. You shall not tamper with, modify, remove, or do anything to destroy or damage the Fibre or Network or take any steps to repair the Fibre or authorise anyone else to do so.
 - (c) If we are required to carry out works to remedy or repair faults in the Fibre, we reserve the right to charge you for such works at our standard prescribed rate if we find that the fault is caused by you, your equipment or your systems or with your authority.
7. **Limitation of Liability.**
 - (a) The Installation, Fibre and Network are provided to you on an "AS IS" and "AS AVAILABLE" basis. You use and accept them at your own risk. To the fullest extent allowed by law, we disclaim all warranties and representations of any kind, whether express or implied, including without limitation any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, accessibility, performance and/or condition and any warranty that Installation, Fibre or Network are free from defects, will operate in an uninterrupted or error free manner, shall be secure, or will meet your requirements, or that all defects shall be corrected. In submitting a request for the Installation, you agree that we may carry out the Installation, including without limitation the positioning of the Fibre within the Premises, in such manner as we may reasonably deem appropriate. Additionally, you acknowledge that we shall not be in anyway liable for any damage whatsoever that may arise as a result of our reliance on any input or instruction received from you.
 - (b) In no event shall we be liable for any indirect, special, incidental, consequential, punitive loss, damage, cost or expense under statute or any theory of liability arising out of or in connection with the Installation or the use of or inability to use the Fibre or Network, including without limitation, any loss of profit, revenue, business or anticipated savings or any failure to connect, leakage or loss of information or data. Our sole obligation and your sole remedy for any defects or faults in the Installation, Fibre or Network is for us to make reasonable efforts to correct the defect or fault or provide such workarounds or replacement or substitute equipment as we shall deem fit.
8. **Indemnity.** You shall indemnify, release and waive all rights against us and our partners, collaborators and contractors against all claims, damages, losses, costs and liabilities resulting from your use of the Fibre and/or Network, our compliance with any of your instructions, your negligence, wilful acts or omissions, or your breach of this Agreement.
9. **Suspension or Termination of Installation.** We may by written notice cancel, terminate or suspend the Installation forthwith without liability or compensation to you (i) if any of the conditions in Clause 2 are not satisfied; (ii) if you are in breach of any of these terms and conditions or if you provide us with incorrect, false or incomplete information. The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.
10. **Force Majeure.** We will not be liable for any delay or failure in providing the Installation, Fibre or Network and shall be entitled to cancel, terminate or suspend the Installation due to matters beyond our control, including natural disasters, accidents, requirements of any governmental or regulatory authority, war or hostilities, national emergency, fire, lightning, failure or malfunction of equipment or software, power failure, loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court, failure or refusal by network operators or telecommunications service providers to perform their obligations or deliver their services (for whatsoever reason), equipment or systems provided by you or third parties, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases.
11. **General.** These terms and conditions form the entire agreement between you and us with respect to the Installation. You may not assign, novate or transfer this agreement or any right, or sub-contract or delegate any duty or obligation without our prior consent. This agreement is for the benefit of and binds us and you and our respective heirs, successors and assigns. Any waiver of rights under this agreement shall be made in writing and shall not prevent the further exercise of the same or any other right. The invalidity, illegality or unenforceability of any part of this agreement shall not affect the validity, legality and enforceability of its other parts. Nothing in this agreement creates a joint venture, partnership, relationship of employment or agency between us and you. Neither of us has authority to contract on behalf of or bind the other. The rights and remedies under this letter are cumulative and not exclusive of any other right or remedy provided by law or equity. This agreement is governed by Singapore law and you and we submit to the non-exclusive jurisdiction of the Singapore courts. No third party shall have any right to enforce any of the provisions of this agreement under the Contracts (Right of Third Party) Act (Cap.53B). The English language version of these terms and conditions will prevail in the event of conflict between them and the terms and conditions as translated into any other language.