

**Tour Agent / Tourist Guide Service Agreement**  
**RECOMMENDATIONS BY NATAS, NTUC TOUR GUIDE CHAPTER, STGS AND STB**  
**IN ACCORDANCE WITH TRIPARTITE STANDARDS FOR SELF EMPLOYED**  
**PERSONS**

**THIS AGREEMENT is made this [ insert date ]**

**BETWEEN**

[ Name of Tour Agent ], (Registration Number: \_\_\_\_\_ ) and having its registered office at [ insert registered address ] (hereinafter referred to as the “TA”);

**AND**

[ Name of Tourist Guide ], (Licence Number: \_\_\_\_\_) and having its registered address at [ insert registered address ], (hereinafter referred to as the “TG”)

(Each a “Party”, and jointly, the “Parties”).

**WHEREAS**

- A. [ name of tour agent ] wishes to engage the services of [ name of tourist guide ] to perform tour guiding duties, including but not limited to [ list general duties that the tourist guides are to perform. ], (collectively, “the said Services”).
  
- B. [ name of tourist guide ] is a professional tourist guide duly licenced by the Singapore Tourism Board and has the requisite skills, expertise, background and experience in providing the said Services and is willing to provide the said Services to [ name of tour agent ] subject to the terms and conditions under this Agreement

**THE PARTIES HEREBY AGREE AS FOLLOWS;**

**1. TERM**

This term of this Agreement is from dd/mm/yy to dd/mm/yy (both dates inclusive).

**2. OBLIGATIONS OF PARTIES**

2.1 The TG shall have a valid General Tourist Guide Licence with the Singapore Tourism Board (STB) and shall comply with the provisions of the prevailing Singapore Tourism Board Act and all other relevant laws and regulations.

2.2 Upon acceptance of an assignment from the TA, the TG shall not transfer the assignment or cancel the assignment without a valid reason such as medical leave.

**3 FOR AIRPORT ARRIVALS**

3.1 The TG shall welcome arriving tourists/customers using the signages designated and provided by the TA, unless otherwise mutually agreed.

3.2 The TG shall brief the tourists/customers on useful information relating to the city such as the local festivals, Do's and Don'ts, relevant laws, regulations and rules, local climate, and local transportation

**4. FOR AIRPORT DEPARTURES**

4.1 The TA shall confirm the flight Estimated Time of Departure and any changes with the TG.

4.2 The TG shall report to the hotel or any pre-agreed meeting point at least 20 minutes prior to the tourists'/customers' departure from the venue.

**5. FOR TOUR ASSIGNMENTS:**

- 5.1 On tour assignments, the TG shall brief the tourists/customers on the itinerary.
- 5.2 The TG shall provide all necessary information in respect of the travelling times between locations.
- 5.3 The TG shall follow the itinerary while exercising discretion for adjustments to the itinerary.
- 5.4 The TG shall maintain a cordial working relationship at all time with the coach drivers on duty.

**6. PAYMENT TERMS**

- 6.1 The TA shall explain clearly the following terms to the TG when offering the assignment to the TG and include the information as an appendix to the contract:
  - (a) Breakdown of the fees for the assignment;
  - (b) Compensation (if any);
  - (c) Commission (if any);
  - (d) Reimbursement (if any);
  - (e) Meals / meal allowances (if any) and
  - (f) Mode of payment and payment schedule.
- 6.2 In the event that the TG is issued funds, in the form of cash, for the purpose of making payment(s) to service provider(s), as directed by the TA, the TG shall utilise only for that specific purpose(s) and not for the payment(s) of any expenditure not directed by the TA. The specific payment(s) that the TA may direct the TG to make payment pursuant to this clause 4.2 herein shall include but not limited to the payment for meals, attraction tickets and portorage. The TG shall submit supporting documents, invoices and/or receipts to the TA within fourteen (14) days of the completion of the assignment. Any unutilised funds shall be refunded to the TA within fourteen (14) days of the completion of the assignment.

- 6.3 The TG shall submit the claim(s) for remuneration(s) in respect of the said Services rendered within fourteen (14) days after the completion of the assignment to the TA for the TA to verify the claim(s) and process payment.
- 6.4 The TA shall pay the TG the agreed remuneration(s), and reimbursement within \_\_\_\_\_ (to insert the agreed timeframe) days of the receipt of the TG's claim(s) or such other date as agreed between both Parties.
- 6.5 The TA shall notify the TG when payments had been made or when the payment is ready for collection.
- 6.6 The TA shall fully indemnify the TG against all and any claims and complaints made against the TG by any tourist(s)/customer(s) arising from all and any assignments undertaken by the TG for the TA. All complaints of the TG(s) performing in terms of this agreement shall be handled with appropriate investigations.

7. **CONFIDENTIALITY**

The Parties shall keep confidential the contents of this Agreement and all information in any form provided by either Party to the other Party.

8. **TERMINATION**

Notwithstanding clause 1 herein, either Party may terminate this Agreement as follows:

9 **TERMINATION BY TG**

- 9.1 In the event that the TG terminates in writing an assignment four (4) weeks before the commencement of the assignment, the TG shall not be required to pay any compensation to or secure a replacement TG for the TA.

- 9.2 In the event that the TG terminates in writing an assignment two (2) weeks before the assignment, the TG shall be required to:
- (a) pay the TA \_\_\_\_\_% (to insert the agreed %) of the agreed tour guiding fee; or
  - (b) secure a replacement TG upon the same terms and conditions as those of the cancelled assignment.
- 9.3 In the event that the TG terminates in writing an assignment one (1) week before the assignment, the TG shall be required to:
- (a) pay the TA \_\_\_\_\_% (to insert the agreed %) of the agreed tour guiding fee; or
  - (b) secure a replacement TG upon the same terms and conditions as those of the cancelled assignment.

## 10 **TERMINATION BY TA**

- 10.1 In the event that the TA terminates in writing an assignment four (4) weeks before the commencement of the assignment, the TA shall not be required to pay any compensation to or secure, for the TG, a similar assignment.
- 10.2 In the event that the TA terminates in writing an assignment two (2) weeks before the assignment, the TA shall be required to pay TG \_\_\_\_\_% (to insert the agreed %) of the agreed tour guiding fee. Further, any replacement TG that the TA engages for the same assignment shall be upon the same terms and conditions offered to the TG with whom the TA cancelled the assignment.
- 10.3 In the event that the TA terminates in writing an assignment one (1) week before the assignment, the TA shall be required to pay the TG \_\_\_\_\_% (to insert the agreed %) of the agreed tour guiding fee. Further, any replacement TG that the TA engages for the same assignment shall be upon the same terms and conditions offered to the TG with whom the TA cancelled the assignment.

## 11. **MEDIATION**

- 11.1 The parties must endeavour to make reasonable efforts to settle any dispute in connection with the contract by mediation. Should an amicable settlement cannot be reached, any pursuance of claims has to go through an established mediation or dispute resolution body, eg. Small Claims Tribunals.

## 12. **RELATIONSHIP BETWEEN PARTIES**

- 12.1 The Parties acknowledge and agree that the TG is an independent contractor and not an employee of the TA.
- 12.2 TG upon accepting the assignment from TA should fulfill the obligations of the TA – services that have been contracted and to be provided to the end customer or visitors. The requirements of the tours and transfers should be spelled out clearly in the documents handed to the TG.
- 12.3 TG upon meeting the customer should verify the services that are to be provided and to advise TA when there is any discrepancy so that service recovery can be activated.
- 12.4 Further, nothing in this Agreement shall be construed as making either Party the partner, joint venture partner, agent or representative of the other. Neither Party shall have or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorised in writing by the Party to be bound.
- 12.5 In the event that the law is subsequently amended such that the relationship between the Parties is altered or affected in any way, the Parties shall review this Agreement and to enter into a fresh agreement with terms and conditions in accordance with the amendments to the law whereupon this Agreement shall be terminated without either Party being required to pay any compensation to the other Party.

13. **SEVERABILITY**

Any term in this Agreement which is unenforceable or illegal shall be severed from the Agreement and shall not affect the enforceability of other terms of the Agreement.

14. **WAIVER**

A waiver by one Party of an obligation under any provision shall not affect that Party's right to require performance at any time thereafter. Neither shall a waiver of any breach or default of any provision constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

15. **NON-ASSIGNMENT**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

16. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

17. **VARIATIONS**

This Agreement may not be varied except by a written agreement of both Parties.

18. **APPLICABLE LAW AND JURISDICTION**

The construction, validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of Singapore and the Parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

19. **NO ENFORCEMENT OF AGREEMENT BY THIRD PARTIES**

The Parties do not intend that any of the terms and conditions in this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B) by any person which is not a party to this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the day and year set out above.

Signed for and on behalf of )  
[ **name of TA** ] ) [sign here and affix company  
by [ insert name of person signing ] ) stamp ]  
[ insert designation ] )

Signed by ) [ sign here and affix company  
[ **insert TG's name** ] ) stamp ]  
[ insert designation ] )