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**SINGAPORE  
LOGISTICS  
ASSOCIATION**



# **BY-LAWS OF SINGAPORE REGISTRY OF ACCREDITED MULTIMODAL TRANSPORT OPERATORS**

**Version 2024**

## ARTICLES

### **1. GENERAL**

- 1.1 These are the By-Laws which govern the Singapore Registry of Accredited Multimodal Transport Operators (hereinafter referred to as the “**Registry**”), an initiative of the Singapore Logistics Association (hereinafter referred to as the “**Association**” or “**SLA**”).

### **2. DEFINITIONS**

- 2.1 In these By-Laws unless the context otherwise requires: -

“**a day**” means one calendar day unless otherwise specified;

“**a month**” means a calendar month unless otherwise specified;

“**Agreement**” means the agreement for the distribution and issuance of FIATA Documents including FIATA BLs made by and between FIATA and the Association;

“**Articles**” means the provisions of these By-Laws;

“**By-Laws**” means the By-Laws of the Registry made in accordance with Article 13.6.1 of the Constitution as contained herein and as the same may from time to time be modified or amended in accordance with the provisions herein;

A “**company**” means a body duly incorporated in Singapore under the Companies Act 1967 or pursuant to any written law relating to incorporation of a body corporate which is or has been at any time in force in Singapore;

“**Constitution**” means the Constitution of the Association;

“**Council**” means the Council constituted under Article 13 of the Constitution to, *inter alia*, manage the affairs of the Association;

“**FIATA**” means The International Federation of Freight Forwarders Associations;

“**FIATA BL**” means the FIATA Multimodal Transport Bill of Lading whether in hardcopy or paperless;

“FIATA Documents” means the documents that the Association is licensed or authorised by FIATA under the Agreement to print and distribute to Registry Members in Singapore such as the FIATA BL and FIATA WB;

“FIATA WB” means the FIATA Multimodal Transport Waybill;

“**GST**” means the Goods and Services Tax in Singapore;

“**Management Committee**” means the Management Committee constituted under Article 11 to, *inter alia*, manage the affairs of the Registry;

**“Management Committee Meeting”** means any meeting of the Management Committee convened in accordance with Article 14;

**“Management Committee Member”** means a member of the Management Committee;

A **“MTO Representative”** means the individual authorised and appointed by a Registry Member to represent that Registry Member under Article 10 of the Constitution; **“Multimodal Transport”** means the carriage of goods by at least two different modes of transport (land, air or sea) on the basis of a multimodal transport contract from a place in one country at which the goods are taken in charge by the multimodal transport operator to a place designated for delivery situated in a different country;

**“Multimodal Transport Contract”** means a contract whereby a MTO undertakes, against payment of freight, to perform or to procure the performance of international multimodal transport;

**“Multimodal Transport Operator”** or **“MTO”** means any person who on his own behalf or through another person acting on his behalf concludes a Multimodal Transport Contract and who acts as a principal, not as an agent or on behalf of the consignor or of the carriers participating in the multimodal transport operations, and who assumes responsibility for the performance of the contract;

An **“Ordinary Member”** is as defined in the Constitution;

An **“organisation”** means any company, association or body of persons, corporate or unincorporated, formed or recognised under the laws of Singapore including but not limited to the following: -

- (i) A sole proprietorship registered in Singapore under the Business Names Registration Act 2014 unless exempted by applicable laws;
- (ii) A partnership as defined in the Partnership Act 1890 which is registered with the applicable authorities in Singapore;
- (iii) A limited liability partnership registered under the Limited Liability Partnerships Act 2005;
- (iv) A society registered under the Societies Act 1966;
- (v) A polytechnic established and incorporated under the Nanyang Polytechnic Act 1992, the Ngee Ann Polytechnic Act 1967, the Republic Polytechnic Act 2002, the Singapore Polytechnic Act 1954, or the Temasek Polytechnic Act 1990 or such other written law relating to the establishment and incorporation of a polytechnic which is in force in Singapore;
- (vi) An institute established under the Institute of Technical Education Act 1992; and
- (vii) A school registered in accordance with the Education Act 1957, or a private education institution registered in accordance with the Private Education Act 2009;

A **“Qualifying Member”** is as defined in the Constitution;

A **“Registry Member”** means any member of the Registry which satisfies the criteria set out in Article 4.1 in these By-Laws whose application is approved and is admitted as a member of the Registry in accordance with the provisions of this By-Laws, and **“Registry Membership”** shall be construed accordingly;

**“Simple Majority”** means fifty percent (50%) plus one (1) vote; and

**“S\$”** means the lawful currency of the Republic of Singapore.

2.2 In these By-Laws, unless the contrary intention appears or the context otherwise requires: -

- (a) The singular includes the plural and vice versa;
- (b) Words importing a gender include every gender; and
- (c) References to ‘person’ includes a firm, body corporate and unincorporate.

2.3 Headings are inserted for convenience of reference only and do not affect the interpretation of the provisions of these By-Laws.

### **3. OBJECTS**

3.1 The objects for which the Registry is established shall be as follows: -

- (a) to develop, promote and enhance the Multimodal Transport operating framework for Multimodal Transport Operators in Singapore;
- (b) to regulate the distribution and issuance of FIATA Documents in Singapore for as long as the Association is authorised and/or granted rights by FIATA to do so; and
- (c) to represent and promote the interests of Registry Members as a collective whole within the confines of all applicable laws.

3.2 The Association is a National Association Member of FIATA for the territory of Singapore and where the Association is authorised or granted rights by FIATA to distribute and issue FIATA Documents in Singapore, the Association does so to the Registry Members in Singapore in accordance with these By-Laws.

### **4. REGISTRY MEMBERSHIP**

#### **4.1 CRITERIA FOR REGISTRY MEMBERSHIP**

4.1.1 Every company who satisfies the following criteria may apply to be a Registry Member: -

- (a) it is an Ordinary Member or Qualifying Member of the Association; and
- (b) it has in force a liability insurance policy which is appropriate to the nature of the logistics business it is carrying on and which has a minimum coverage of US\$500,000 in respect of any one claim.

- 4.1.2 Every Registry Member shall be required to satisfy the criteria for Registry Membership at all times during the period of Registry Membership.

#### **4.2 APPLICATION FOR REGISTRY MEMBERSHIP**

Every application for Registry Membership shall be: -

- (a) made in writing in such form as may be prescribed by the Management Committee from time to time; and
- (b) accompanied by such supporting documents (including a copy of the valid liability insurance policy) and such particulars or information as may be deemed necessary by the Management Committee.

#### **4.3 APPROVAL OF REGISTRY MEMBERSHIP**

- 4.3.1 Every application for Registry Membership shall be decided upon by the Management Committee, which may in its sole discretion approve, decline or defer the approval of any application without assigning any reason whatsoever.
- 4.3.2 The Registry shall notify each applicant in writing of the decision of the Management Committee on its application.
- 4.3.3 Registry Membership shall be exclusive to the particular Registry Member and is non-transferrable.

#### **5. SUBSCRIPTION FEE**

- 5.1 An non-refundable annual subscription fee for each calendar year ("**annual subscription fee**"), subject to GST, shall be payable on demand in advance by each Registry Member to the Registry in the month of January of the calendar year or if the notification of approval of the Registry Membership is given to a new Registry Member applicant after the month of January, promptly at such time of the giving of the notification of approval without any pro-rating.
- 5.2 The annual subscription fee is fixed in the sum of S\$120.00 or such other amount as may be decided from time to time by the Management Committee subject to approval by the Council. The annual subscription fee will be subject to GST at the prevailing rate at the time of payment, which shall be borne by the Registry Member.
- 5.3 The annual subscription fee shall not be pro-rated or refunded to a Registry Member in any event or for whatever reason including but not limited to the date when a Registry Member joins the Registry as a member or when it ceases to be a member of the Registry.
- 5.4 The approval of Registry Membership is conditional upon the Registry's receipt of payment of the annual subscription fee in full. The Management Committee may, in its sole discretion, withdraw the approval of a Registry Member's application if the applicant fails to pay the annual subscription fee promptly after receipt of notification of the approval.
- 5.5 A Registry Member shall automatically cease to be a member of the Registry if the Registry Member's annual subscription fee or any part thereof remains unpaid for a period of three (3)

months from the due date. The Management Committee may, however, reinstate the membership of such Registry Member upon:

- (a) the defaulting Registry Member providing the Management Committee with an explanation for the default that the Management Committee in its sole discretion considers satisfactory; and
- (b) the defaulting Registry Member making full payment of all arrears due to the Registry.

## **6. REGISTRATION CERTIFICATE**

- 6.1 Each Registry Member shall be issued a registration certificate by the Registry (“**registration certificate**”) upon its payment of the annual subscription fee in accordance with Article 5 above.
- 6.2 Each registration certificate shall be valid with effect from the date of issue to the last day of the calendar year (i.e. 31<sup>st</sup> of December). Where a Registry Member ceases to be a member of the Registry, the validity of such Registry Member’s registration certificate shall concurrently cease with immediate effect.

## **7. RIGHTS AND RESPONSIBILITIES OF REGISTRY MEMBERS**

- 7.1 Every Registry Member shall, subject to the provisions of these By-Laws, be entitled to the following rights:
  - (a) To use the accredited MTO logo of the Registry for marketing purposes only in its marketing materials;
  - (b) subject to Articles 7.2 and 7.3 below, to apply for and purchase FIATA Documents from the Registry for its usage in Singapore; and
  - (c) to participate in such activities as may from time to time be organised by the Registry.
- 7.2 A Registry Member who wishes to apply for and purchase a FIATA Document shall warrant and undertake to the Association that: -
  - (a) each FIATA Document applied for by the Registry Member is for its own usage only and is non-transferable to any person including without limitation any of its affiliates;
  - (b) it shall comply with all FIATA rules, regulations, requirements, criteria, standards and/or obligations imposed on the applicant and/or user of the FIATA Document in relation to the issuance and/or usage of the FIATA Document including without limitation those specified in the Agreement as well as those notified by the Registry to the Registry Member from time to time (collectively, the “**Obligations**”); and
  - (c) it shall make prompt payment of the fees payable to the Registry for each FIATA Document applied for, subject to a minimum number as prescribed by the Management Committee for the Registry Members and as notified by the Registry to the Registry Members from time to time, at or before the time of issuance of the FIATA Document
- 7.3 Every application to the Registry for a FIATA Document shall be: -

- (a) made in writing in such form as may be prescribed by the Management Committee from time to time; and
- (b) accompanied by such supporting documents and such particulars or information as may be deemed necessary by the Management Committee.

7.4 Every Registry Member shall be bound to observe the By-Laws, including without limitation prompt payment of all monies due and payable to the Registry without delay. Every Registry Member shall also abide by all decisions of the Management Committee made pursuant to the powers given to it under the By-Laws.

## **8. REGISTRY MEMBERS' MTO REPRESENTATIVES**

8.1 Every Registry Member shall be represented in all matters relating to its Registry Membership by its MTO Representative(s). The Registry Member's MTO Representative(s) shall be the same as its appointed Representative(s) (as defined in the Constitution) with the Association. The Registry Member warrants and undertakes to the Registry: -

- (a) that its MTO Representative(s) shall have full powers to represent it; and
- (b) that the acts of its MTO Representative(s) shall be deemed to be the acts of the Registry Member and be binding on it.

8.2 The appointment and the revocation or cessation of appointment of Representative(s) under Article 10 of the Constitution shall apply with equal force and effect to MTO Representative(s).

## **9. VOLUNTARY CESSATION OF REGISTRY MEMBERSHIP**

Any Registry Member wishing to cease its Registry Membership may do so by giving the Registry written notice of at least one (1) month in advance. The Registry Member shall remain liable to the Registry for all fees and other monies (including without limitation any annual subscription fee) due and payable from the Registry Member to the Registry up to and including the date on which the cessation is to take effect.

## **10. EXPULSION, SUSPENSION AND TERMINATION OF MEMBERSHIP**

10.1 If any Registry Member is alleged to have: -

- (a) breached any of its undertakings under Article 7.2 above;
- (b) breached any of its Obligations;
- (c) failed to observe any provisions of the By-Laws;
- (d) failed to satisfy the criteria of its Registry Membership at any time;
- (e) failed to abide by any decision of the Management Committee; or
- (f) involved itself in activities or conducted itself in any way that is or is likely to be prejudicial to the interest of the Registry or the Association or is likely to bring the Registry or the Association into disrepute,

the Management Committee may, in its sole discretion, on its own accord or on receiving a written complaint in connection therewith,

- (i) consider the conduct of and/or allegations against the Registry Member concerned at a Management Committee Meeting convened for that purpose; or
- (ii) appoint an investigation committee to investigate the allegations and report its findings to the Management Committee, and thereafter upon receipt of the report, consider the conduct of and/or allegations against the Registry Member concerned at a Management Committee convened for that purpose.

10.2 The Registry Member concerned shall be given written notice of not less than seven (7) calendar days of the Management Committee Meeting at which the allegations against it and/or its conduct will be considered. Such notice shall set out brief details of the allegations against the Registry Member upon which the Management Committee's decision is sought and shall, where the Management Committee has appointed an investigation committee pursuant to Article 10.1(ii), be accompanied by a copy of the report of the investigation committee.

10.3 The Registry Member concerned shall be entitled to attend the Management Committee Meeting convened for the purpose of considering its conduct and/or allegations against it and make representations to the Management Committee on the subject matter tabled for the Management Committee's decision.

10.4 If the Registry Member concerned fails to attend the Management Committee Meeting despite due notice of the Management Committee Meeting having been given to it in accordance with Article 10.2, the Management Committee may proceed to consider the matter in the absence of the Registry Member.

10.5 The Management Committee shall, by a majority of not less than two-thirds of the Management Committee Members present and voting, determine whether the allegations against the Registry Member concerned are substantiated. If the Management Committee so determines that the allegations against the Registry Member concerned are substantiated, it shall, by a majority of not less than two-thirds of the Management Committee Members present and voting, determine whether: -

- (a) to terminate the Registry Membership of the Registry Member concerned;
- (b) to suspend the Registry Membership of the Registry Member concerned for a period of up to twelve (12) months;
- (c) to issue a written warning to the Registry Member concerned; and/or
- (d) to take any other disciplinary action against the Registry Member concerned as it thinks fit.

The decision of the Management Committee, which is subject to the approval by the Council, shall be final, conclusive and binding on the Registry Member concerned.



10.6 Without prejudice to Articles 5.9 and 9 above providing for cessation of Registry Membership, the Registry Membership of any Registry Member shall be terminated immediately upon the occurrence of any of the following events: -

- (a) where there is a decision made by the Management Committee to terminate the Registry Membership under Article 10.5;
- (b) a resolution is passed by the Registry Member, or an order is made against the Registry Member by a court of competent jurisdiction, for winding up, judicial management, scheme of arrangement, administration, bankruptcy or any other like form of insolvency proceedings or if the Registry Member has receivers appointed over any of its assets; or
- (c) the Registry Member is dissolved or has its registration struck off, terminated or withdrawn by the applicable authorities; or
- (d) the Registry Member has been convicted of criminal offence involving dishonesty or deception.

10.7 In any proceeding before the Management Committee under this Article 10, no advocate or solicitor shall appear on behalf of any Registry Member, the Management Committee or any other party.

## **11. THE MANAGEMENT COMMITTEE**

### **11.1 COMPOSITION OF THE MANAGEMENT COMMITTEE**

11.1.1 The affairs of the Registry shall be managed by a Management Committee constituted in accordance with this Article 11.

11.1.2 Unless otherwise determined by the Council, the Management Committee shall consist of a minimum of two (2) and not more than six (6) Management Committee Members inclusive of the Chairman. The Chairman shall be appointed by the Council of the Association.

11.1.3 The composition of the Management Committee shall consist of the following: -

- (a) Chairman; and
- (b) Up to five (5) Management Committee Members,

each representing a Registry Member or a member of an organisation either appointed by the Council or subject to the Council's appointment, co-opted into the Management Committee by the Management Committee.

### **11.2 APPOINTMENT OF MANAGEMENT COMMITTEE MEMBERS**

11.2.1 There shall be an appointment of Management Committee Members by the Council every two (2) years at a Council Meeting (as defined in the Constitution).

11.2.2 The Chairman of the Management Committee shall be a serving Council Member (as defined in the Constitution).

### **11.3 MANAGEMENT COMMITTEE MAY CO-OPT MANAGEMENT COMMITTEE MEMBERS**

11.3.1 The Management Committee shall at any time and from time to time during the term of office whether as a result of vacancy, to meet the minimum number of Management Committee Members prescribed in Article 11.1.2 above or for any other reason as may deem appropriate, co-opt such number of:

- (a) Registry Members,
- (b) government institutions;
- (c) other trade associations and bodies; and
- (d) SLA members, individuals, companies or institutes of higher learning that the Council and Management Committee deem as having the appropriate domain and/or background.

provided always that such Registry Members to be co-opted do not already have a MTO Representative who is an appointed Council Member and the total number of Management Committee Members does not exceed six (6) at any one time.

11.3.2 The appointment of any co-opted Management Committee Member shall be subject to appointment by the Council as per Article 11.1.3 and the appointed co-opted Management Committee Member shall hold office only until the next Council Meeting at which the appointment of a new Management Committee takes place.

### **11.4 TERM OF OFFICE OF THE MANAGEMENT COMMITTEE**

The term of office of the Management Committee is for a period of two (2) years until the Council Meeting at which an appointment of Management Committee Members takes place and a new Management Committee is appointed. The term of office of each appointed and co-opted Management Committee Member shall automatically expire with the appointment of a new Management Committee unless earlier terminated in accordance with Article 11.5 or otherwise decided by the Council.

### **11.5 TERMINATION OF A MANAGEMENT COMMITTEE MEMBER'S TERM OF OFFICE**

The term of office of a Management Committee Member shall be terminated, and the Management Committee Member shall automatically cease to hold office, upon the occurrence of any of the following events: -

- (a) upon his/her resignation by written notice of at least two (2) months in advance to the Management Committee;
- (b) if his/her term of office is terminated pursuant to Article 11.4;

- (c) if he/she is unable to or prevented from serving as a Management Committee Member on account of any condition affecting him/her whatsoever including without limitation a legal, physical or mental condition;
- (d) if he/she is, in the opinion of the Management Committee, involved in any activities or his/her conduct is such that it is or likely to be prejudicial to the interest of the Registry or the Association or it has brought or is likely to bring the Registry or the Association into disrepute;
- (e) if he/she has become a bankrupt or suspends payments to, or makes any arrangements or composition with his/her creditors; or
- (f) if he/she has been absent without leave from two (2) consecutive Management Committee meetings without valid reason pursuant to Article 14.8.

## **12. POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE**

12.1 The Management Committee shall, subject to the provisions of these By-Laws, exercise the following duties and have all powers conferred on it by these By-Laws including without limitation the following powers, to:

- (a) make recommendations to the Council on any amendment to these By-Laws;
- (b) implement all resolutions and decisions approved at the Management Committee Meetings and the Council;
- (c) subject to approval by the Council, adjust the annual subscription fee payable under Article 5.2 above if the Management Committee is of the opinion that such adjustment is warranted after taking into consideration the financial situation of the Registry and/or any other matter that the Management Committee considers relevant;
- (d) appoint committees or sub-committees comprising Management Committee Member(s) and/or any other persons for specific purposes as it shall deem necessary from time to time;
- (e) decide any applications for new Registry Membership at its sole discretion;
- (f) terminate or suspend Registry Membership or take disciplinary action against any Registry Member, or terminate the term of office of any Management Committee Member or take disciplinary action against any Management Committee Member, in accordance with the provisions of these By-Laws;
- (g) exercise such administrative powers and decide on all matters relating to the management of the Registry as may be necessary for properly carrying out the objects of the Registry in accordance with the provisions of the By-Laws;
- (h) do all such other things as are, in the opinion of the Management Committee, incidental or conducive to or necessary for effecting any of the purposes indicated above or any objects of a like or similar nature, or desirable or expedient in the interest of the Registry as a whole or the Association; and

- (i) keep the Council informed on all matters concerning and pertaining to the affairs of the Registry.
- 12.2 In performing the duties and/or exercising the powers conferred by the By-Laws on the Management Committee, the Management Committee Members shall be entitled to an indemnity from the assets of the Association for all expenses that are approved by the Council and for other liabilities properly incurred by them and *bona fide* in the management of the affairs of the Registry.

**13. DUTIES OF THE CHAIRMAN**

- 13.1 The Chairman is the sole office bearer of the Registry.
- 13.2 The Chairman shall chair all meetings of the Management Committee and the Registry. The Chairman shall also represent the Registry in its dealing with persons and organisations outside of the Association.
- 13.3 The Chairman shall report directly to the Council.

**14. MANAGEMENT COMMITTEE MEETINGS**

- 14.1 The Management Committee shall meet for the despatch of business whether physically in person at such places or virtually by electronic means and at such times as they think fit provided that the Management Committee shall use reasonable endeavours to meet at least once every six (6) months.
- 14.2 The Chairman, or if the Chairman is prevented from carrying out his duties, a Management Committee Member may, as and when he deems appropriate, and shall, on the signed requisition of three (3) Management Committee Members stating the purpose of the meeting, convene a Management Committee Meeting.
- 14.3 Written notice of Management Committee Meetings shall be sent to all Management Committee Members not less than seven (7) days before the date of the Management Committee Meeting. Notwithstanding the foregoing, the Chairman, or if the Chairman is prevented from carrying out his duties, a Management Committee Member, may exercise the discretion to call an emergency Management Committee Member Meeting at shorter notice and in such a case, the Management Committee Member Meeting shall be deemed to be duly convened notwithstanding that no written notice was issued or that no written agenda was given to the Management Committee Member Members.
- 14.4 The quorum for a Management Committee Meeting will be met if at least half of the total number of Management Committee Members (including the Chairman) at the time are present. If the quorum is not met, the Management Committee Meeting shall be adjourned for thirty (30) minutes. After the adjournment, should the number of Management Committee Members then present still be less than half of the total number of Management Committee Members holding office at the time, the Management Committee Members then present at the Council Meeting after the adjournment shall be deemed to constitute a quorum.
- 14.5 All Management Committee Meetings shall be chaired by the Chairman.

- 14.6 Every Management Committee Member shall have one vote. Unless otherwise provided for in these By-Laws, all questions arising at any Management Committee Meeting shall be decided by a Simple Majority of the Management Committee Members present and voting. In the event of an equality of votes, the Chairman of the Management Committee Meeting concerned shall have a casting vote in addition to his own vote.
- 14.7 Voting at a Management Committee Meeting may be by a show of hands or by a voice vote or secret ballot or by electronic voting or any other manner as the Management Committee may deem appropriate.
- 14.8 If a Management Committee Member fails to attend two (2) consecutive Management Committee Meetings without valid reason (the "**Absentee Management Committee Member**"), the term of office of the Absentee Management Committee Member shall terminate as per Article 11.5(f).

## **15. NOTICES**

- 15.1 A notice or other document may be served by the Registry on a Registry Member either personally or by sending it through the post in a prepaid letter facsimile or electronic transmission addressed to such Registry Member at his address (including any address at which an electronic transmission may be directed) or facsimile number in the Register (as defined in the Constitution) of the Association.
- 15.2 Any notice or other document shall be deemed to have been served on the Registry Member at the time the same is left at the address of the Registry Member in the Register of the Association if served personally, or at the time when the letter containing the same is put into the post if sent by post (and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office), or at the time the same would have reached the Registry Member in the normal course if sent by facsimile or electronic transmission.
- 15.3 For the purpose of this Article 15, the term "electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities, and includes a reference to e-mail.

## **16. MISCELLANEOUS**

- 16.1 Any question or matter arising out of any point which is not expressly provided for in the By-Laws shall be dealt with by the Council at its discretion.
- 16.2 In all matters, the decision of the Council shall be final and binding.