



CONSUMERS ASSOCIATION OF SINGAPORE

**CASETRUST**

**STANDARD RENOVATION**

**CONTRACT**

## CASETRUST STANDARD RESIDENTIAL RENOVATION CONTRACT

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THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ between:

(1) \_\_\_\_\_ (NRIC No: \_\_\_\_\_)  
(hereinafter referred to as the “**Employer/Owner**”) of the one party;

AND

(2) \_\_\_\_\_ (a company with limited liability incorporated under the laws of Singapore/ a sole proprietorship registered in Singapore / a partnership registered in Singapore), of

\_\_\_\_\_ (hereinafter referred to as the “**Contractor**”) of the other party.

WHEREAS:

(1) The Employer/Owner requires renovating and/or decorating of the premises located at

\_\_\_\_\_ (hereinafter called the “Premises”) and is engaging the services of the Contractor for this purpose.

(2) The Contractor accepts such appointment and is willing and able to carry out the work described in the Scope of Works attached and in accordance with the plans, drawings and specifications specified in Appendix A (hereafter called the “**Works**”).

NOW IT IS HEREBY AGREED as follows:

### SCOPE OF WORKS

1. The Contractor agrees and undertakes to carry out and complete the Works to the satisfaction of the Employer/Owner and in accordance with the terms and conditions of this Agreement.
2. Subject to the Employer/Owner obtaining the relevant authorities approval (if any), the Contractor shall carry out and complete the Works as approved by the Employer/Owner diligently and in accordance with the said plans, drawings, variation addendum and specifications (“**Contract Documents**”) and specified in **Appendix B** on or before the Date for completion of the Works. To this end, the Contractor shall supervise the work of its employees and agents accordingly and that all finishes, furnishing and furniture are of specified or satisfactory quality and finish.

### **PAYMENT AND PROCEDURE**

3. For the performance of the Works, the Employer/Owner agrees to pay to the Contractor the sum of Singapore Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_) (hereinafter referred to as the “**Contract Sum**”) in the manner specified in **Appendix C**
4. (a) Subject to the satisfactory performance of the Works, in the event of any delay or default by the Employer/Owner in making payment as stipulated in Appendix B, the Contractor may cease all work forthwith.
4. (b) If without reasonable cause, the Contractor shall fail or neglect to commence or complete the Works on the dates referred to in the Contract Documents, he agrees to pay the Employer/Owner (by way of damages, and not by way of penalty) the sum of Singapore Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_) for every week or part thereof during which the commencement or completion of the Works is delayed. (OPTIONAL)

### **REPRESENTATIONS AND WARRANTIES**

5. The Contractor warrants that any materials supplied by the Contractor will be of specified or satisfactory quality, suitable for their intended use and shall correspond with their description and sample (if any).
6. Where laying of floor finishes forms a part of the Works to be carried out by the Contractor under this Agreement, the Contractor shall ensure that such floor finishes are laid in accordance with the instructions and advice of the suppliers.
7. Where the materials for floor finishes are furnished by the Employer/Owner, the Contractor shall adhere to the instructions of the manufacturers of such materials.

### **ACCESS TO EMPLOYER/OWNER'S PREMISES**

8. The Employer/Owner shall permit the Contractor, his employees, servants and agents free access to the Premises (at all reasonable hours) to carry out the Works and if required, obtain the necessary permission for the Contractor, his employees, servants and agents to carry out the Works required.
9. The Employer/Owner shall obtain the necessary permission for the Contractor, his employees, servants or agent to carry out the necessary work.

### **STANDARD OF WORKS**

10. The Contractor shall, at his own expense, remove all tools and surplus materials from the premises and leave it in a clean and tidy condition, upon completion of the Works or the termination of the Agreement whichever the earlier.
11. (a) Any defects, shrinkage or other faults arising from materials supplied by the Contractor or workmanship not in accordance with the Agreement which may appear within the defects liability period stated in **Appendix A** and which are notified by the Employer/Owner in writing to the Contractor from time to time but no later than \_\_\_\_ days from the expiration of the said

defects liability period or such time may be agreed by the parties, shall be made good by the Contractor at his own expense within reasonable time frame according to the number of defects after receipt of such notification.

(b) Should the Contractor not perform the Rectification Works, subject to sub-clause (c), the Contractor agrees to compensate the Employer/Owner for the cost of engaging a third party to perform the Rectification Works.

(c) The Employer/Owner shall inform the Contractor in writing of the cost of engaging a third party to perform the Rectification Works and allow the Contractor, at his own expense to perform the Rectification Works.

## **WARRANTY**

12. The Contractor shall provide to the client a workmanship warranty ("**Warranty**") for a period of 12 months ("**Warranty Period**") from the completion date of the Works.
13. In the event of any defects arising from the Works during the Warranty Period, the Contractor shall at its own cost, conduct the necessary rectifications works.
14. The Warranty shall not be valid where:
  - (i) The Works have been completed to the satisfaction of the Employer/Owner but the Employer/Owner has not made full payment of the Contract Sum;
  - (ii) The Employer/Owner refuses for whatsoever reason to allow the Contractor to conduct any rectification works;
  - (iii) The Contractor is able to show that the defects are as a result of misuse, wilful act or faulty workmanship by the Employer/Owner, his employees, servant, agents or third party working for or under the directions of the Employer/Owner.

## **PERMITS AND APPROVALS**

15. The Contractor shall assist the Employer/Owner to obtain the necessary renovations permits as required by the relevant authorities. Subject to the Contractor providing the Employer/Owner an estimate of the reasonable expenses incurred, all expenses related to the application of the renovations permits shall be borne by the Employer/Owner.

## **TERMINATION**

16. In the event that the Works are not of an acceptable standard, or if the Contractor ceases work on the Premises without reasonable explanation for more than ( ) consecutive days, the Employer/Owner may terminate the Agreement by paying the Contractor only the value of the Works already performed, less compensation for inconvenience or additional expense caused as a result thereof or the Employer/Owner may exercise and enforce their strict legal rights for such stoppage.
17. In the event that this Agreement is terminated by the Employer/Owner for whatever reason through no fault or negligence on the part of the Contractor, the Contractor shall be entitled to recover from the Client to claim up to the value of the Works already carried out, including such amounts in respect of any materials supplied or purchased, work prepared (partially or fully).
18. In the event that this Agreement is terminated by the Contractor for whatever reason through no fault or negligence on the part of the Contractor, the Employer/Owner shall be entitled to recover from the Contractor the difference in the cost required to complete the Works.

## **NO VARIATION**

19. No variation of the Works described shall invalidate the Agreement, but any such variation, whether by addition, omission or substitution, together with the cost and effect on the Date for commencement and completion of the Works, shall be agreed in writing between the Employer/Owner and the Contractor before the variation is carried out, and the contracts sum stated in Clause (3) and the Date for commencement and / or completion of the Works stated in **Appendix A** shall be altered accordingly.

**NON-ASSIGNMENT**

20. The Contractor shall not assign, transfer or in any other manner make over to any third party the benefit and/or burden of this Agreement without prior written consent of the Employer/Owner.

**NOTICE**

21. Any notice or demand under this Agreement may be sent by certificate of posting to the Employer/Owner or Contractor (as the case may be) at his address as stated hereinor in any other modes as agreed by the Parties.

**NON-WAIVER**

22. No failure to exercise and no delay in exercising on the part of the Employer/Owner or Contractor (as the case may be) shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or any other right, power or privilege.

**GOVERNING LAW AND JURISDICTION**

23. Without prejudice to any rights of the parties, the Contractor agrees that any disputes arising out of or in connection with this Agreement shall be first referred to the Consumers Association of Singapore (CASE) Mediation Centre for resolution by mediation.
24. This Contract shall be governed by the laws of the Republic of Singapore.
25. This Contract shall be applicable to residential renovation works only.

AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED by the abovementioned

SIGNED by the abovementioned

\_\_\_\_\_

\_\_\_\_\_

EMPLOYER/OWNER

CONTRACTOR

in the presence of

in the presence of

## **APPENDIX A**

### **WORKS**

1. Drawings (attached)
2. Stages of Renovation (to identify) including dates of completion
3. Defect / liability period (to specify)

**APPENDIX B**

**CONTRACT DOCUMENTS**

**OPTIONAL**

**CONTRACTOR'S WORKS PROGRAMME**

**(EXAMPLE)**

	% of overall works	No. of weeks from commencement date
1. Date of commencement		
2. Completion of fabrication at factory		
3. Delivery of supplies		
4. Installation		
5. Delivery of supplies for wall/floor		
6. Complete furnishings for wall/floor		
7. Delivery of woodwork		
8. Complete installation of woodwork		
9. Delivery of furniture/soft furnishings		
10. Complete installation of furniture/soft furnishings		

APPENDIX C

**PAYMENT SCHEDULE**

(EXAMPLE)

<b>GENERAL RENOVATION WORK (BUILDERS' WORK; MECHANICAL, ELECTRICAL, PLUMBING, ETC)</b>		
	<b>% payable at various stages</b>	<b>Amount to be paid at various stages (\$)</b>
<p>1. Immediately on signing this Agreement.</p> <p>2. On practical completion of each stage of works including all finishes etc. If the Works are of the specified standard, the Employer/Owner will make payment on receiving the Contractor's account.</p> <p>3. ___ days after satisfactory completion of all Works.</p>		
<b>Total</b>	<b>100%</b>	