

# ACCESSIBILITY FUND

## TERMS & CONDITIONS

### 1 Definitions

- 1.1. The following words and expressions have the following meanings, unless they are inconsistent with the context:

“Applicant” means the Building owner and/or lessor/lessee of an existing building who applies for the Funding.

“Accessibility Fund” or “AF” means BCA’s Barrier-Free Accessibility Fund

“Assessment” means the valuation by BCA of the quantum of Funding based on the criteria as set out hereinafter.

“Assessors” mean BCA officers or any other persons authorised by BCA to carry out the Assessment.

“BCA” means the Building and Construction Authority established under the Building and Construction Authority Act (Cap. 30A).

“Building” - the building for which the Funding is sought.

“Funding” means the co-payment approved by BCA under the BCA Accessibility Fund, for works carried out by the Applicant to provide basic accessibility features to an existing building.

“The works” means the list of Barrier-Free Accessibility (BFA) features / facilities to be carried out by the applicant in his application for the Accessibility Fund to upgrade his building.

### 2 Agreement for Funding

- 2.1 Funding for any Building shall be subject to the terms and conditions hereinafter set out.

- 2.2 The Assessment to determine the quantum of Funding shall take into account the cost details as submitted by the Applicant. The result of the Assessment shall be final and shall not be called into question by any Applicant.

2.3 BCA shall disburse the funds under the Accessibility Fund to the Applicant subject to:

2.3.1 the in-principle approved works to the Building being completed in accordance with the terms and conditions set out hereinafter; and

2.3.2 the fulfillment of any other requirements as set by BCA.

### **3 Scope of Funding**

3.1 Subject to these terms and conditions, the Accessibility Fund is available for the following works:

- (a) Accessible approach to building (preferably the first storey main entrance);
- (b) Accessibility at first storey level;
- (c) Accessible toilet at first storey; and
- (d) Accessible signage.

3.2 Applications for the Accessibility Fund may also be approved, at the sole discretion of BCA, for the use of mechanical means and/or assistive technology where conventional accessibility features (such as ramps with handrails) cannot be installed due to site constraints, or where the enhancement works can provide greater convenience to the users through the use of assistive technology

3.3 Application for the Accessibility Fund is restricted to Building owners or lessors who are entitled to upgrade the Building, and Lessees who carry out the upgrading works with the consent of the Building owners / lessors

3.4 The following criteria shall apply to the Accessibility Fund:

- a) The Accessibility Fund shall be used for the upgrading of existing privately-owned commercial and institution buildings which were built before the implementation of Code on Barrier-free accessibility in Buildings 1990.
- b) The Accessibility Fund shall not apply to buildings undergoing major A&A which, under the current building

regulations, are required to comply with the Code on Barrier-Free Accessibility in Buildings 1990.

- c) Upgrading works subsidised by the Accessibility Fund shall be in compliance with the Building Control Act.
- d) There shall be only one Funding for each Building.

3.5 The award of the Accessibility Fund is solely based on the information as submitted by the applicant. Any misrepresentation on the part of the applicant may result in the award being revoked.

3.6 BCA's decision to provide the Funding shall not constitute any warranty or guarantee on the part of BCA to any person as to any aspect of the accessibility of the Building including the durability or continued usefulness of the installed accessibility features. The Applicant shall be solely responsible for the maintenance of the upgraded works in full compliance with the applicable laws.

#### **4 Limitation on Liability**

4.1 BCA shall not be liable to any person in respect of the application for Funding, the Assessment, the Funding or the upgrading works or the accessibility features installed or to be installed in any Building. In the event that any claim or dispute should arise as a consequence thereof, no claim whatsoever shall be made by the Applicant against BCA.

4.2 The Funding awarded by BCA for the Building shall not constitute any representation by BCA as to the value or worth of the Building or be construed as a recommendation by BCA to any person to purchase, sell or otherwise deal with the Building.

4.3 While every effort is made to ensure that consistent standards are applied in the Assessment of an application under the Accessibility Fund, there may be differences or variations as to the quantum awarded in respect of any application. Any determination, opinion, or valuation made by BCA shall be final and conclusive and BCA shall not be liable for any loss or damage suffered by the Applicant or any other person whosoever by reason thereof.

4.4 BCA shall not be liable for any damage to the Building and/or any part of the Building which may be caused by the Assessors due to any Assessment.

- 4.5 While all possible care is taken in the Assessment and Funding under the Accessibility Fund, neither BCA nor its directors, employees or agents shall be liable in any way whatsoever to the Applicant, the Owner of the Building or to any other persons for any loss, damage or injury of whatever nature arising out of or resulting from any act, neglect, omission or default on the part of BCA, its directors, employees or agents howsoever arising.
- 4.6 Without prejudice to the generality of the foregoing, the Applicant and (where applicable) the owner/lessor of the Building unconditionally agrees that it shall not hold BCA, its directors, employees or agents liable for any direct, indirect, special or consequential loss or damage whatsoever and howsoever arising including any loss of profits suffered by the Applicant or any person whether or not relating to the Building or any dealings thereof.
- 4.7 The Applicant shall fully defend, indemnify and keep BCA indemnified and hold BCA, its directors, servants, agents and/or employees harmless from any loss, damage, costs or expense (including legal costs on an indemnity basis), in the event that:
- 4.7.1 a claim, demand, action or proceeding is made or commenced against BCA, its directors, employees or agents by any person(s) whosoever in respect of any loss, damage or injury of whatever nature arising or resulting from or in relation to the Funding under the Accessibility Fund, Assessment of the Building, or any information or opinion given or expressed therein or elsewhere in relation thereto by BCA;
- 4.7.2 a Writ of Subpoena or any Order of Court or direction is served on BCA, its directors, employees or agents whether by the Applicant or any other person(s) or if BCA, its directors, employees or agents are in any way required to provide any documents, give evidence, attend court or in any other way required to be involved in any legal proceedings arising or resulting from or in relation to the Funding under the Accessibility Fund, Assessment of the Building or any information or opinion given or expressed therein or elsewhere in relation thereto by BCA.

## **5 Rights and Duties of Applicant**

- 5.1 The Applicant shall submit the application form for the Accessibility Fund and obtain the in-principle approval for the work items, before the commencement of construction works.
- 5.2 The Applicant shall make available to BCA documents detailing the proposed accessibility features and other necessary documents as required by BCA. Such documents may include detailed cost breakdowns, invoices, and professional certification by consulting Quantity Surveyors.
- 5.3 The Applicant warrants that the Building meets all current building regulations and codes relevant to the Building. In carrying out the upgrading works, the Applicant shall comply with all statutory requirements.
- 5.4 The Applicant shall render his full cooperation to BCA in its administration of the Accessibility Fund:
  - 5.4.1 the Applicant shall comply with all requirements, procedures, directions and requests of BCA;
  - 5.4.2 the Applicant shall procure the cooperation of its employees, contractors and agents in complying with the requirements, procedures, directions and requests of BCA;
  - 5.4.3 the Applicant shall not in any way interfere, hinder or seek to influence BCA's decisions, the Assessment and/or conduct of the Assessment.
- 5.5 The Applicant shall appoint a Co-ordinator to liase with BCA from the time the application for Funding is submitted until the disbursement of the Funding:
  - 5.5.1 the Co-ordinator shall inform BCA in writing of the completion of the work concerned;
  - 5.5.2 the Co-ordinator shall submit all relevant plans and documents and arrange for inspections at the appropriate time where necessary.
  - 5.5.3 The Co-ordinator shall ensure that all information submitted are true and shall keep BCA informed of any material changes including any changes in the design, construction or operation of the Building which may affect the Funding.

- 5.6 The Applicant shall allow BCA, its officers and the Assessors full access to the Building site as and when required and shall be responsible for the safety of the officers and Assessors whilst they are on site.
- 5.7 The Applicant shall provide and maintain safe and unhindered access to facilitate the Assessment and inspection including but not limited to the provision of special ladders, platforms, ramps or scaffolding as required by the Assessors.
- 5.8 The Applicant may, with the written consent of BCA, make appropriate references to BCA and/or the Accessibility Fund in advertising or promotional materials solely in connection with the Building which has received Funding, provided that the reference to BCA and/or the Accessibility Fund shall in no way create any misleading impression whether as to the nature or role of BCA and/or the purpose of the Accessibility Fund. The Applicant shall not refer to the Funding in such a manner as to bring BCA or the Accessibility Fund into disrepute and shall not make any misleading or unauthorized statement regarding the Funding, the Accessibility Fund and / or BCA.

## **6 Rights and Role of BCA**

- 6.1 BCA shall exercise due care in the administration of the Accessibility Fund.
- 6.2 BCA shall carry out the administration of the Accessibility Fund and Assessment in accordance with the terms and conditions set out herein.
- 6.3 BCA reserves the right to revise the Accessibility Fund criteria set out herein at any time provided that the Applicant shall be given reasonable notice of such revision before any approval is made based on such revised criteria.
- 6.4 BCA reserves the right to maintain a register listing the names of Applicants and the relevant Buildings where any Funding has been terminated by BCA.
- 6.5 BCA reserves the right to reject any application for Funding without giving any reasons.

- 6.6 BCA reserves the right to publish a list of Buildings which have or have not been awarded the Accessibility Fund and any statistical and/or other information in relation to these Buildings.
- 6.7 BCA is under no obligation to make available to the Applicant the detailed costing norms or any other information pertaining to BCA's decisions or the Assessment.

## **7 Termination**

- 7.1 BCA reserves the right to terminate the Accessibility Fund award or the Assessment process at any time in the event that:
  - 7.1.1 the Applicant has not completed the works within the time specified by BCA;
  - 7.1.2 the Applicant has failed to complete the works in accordance with the approved application; or
  - 7.1.3 the Applicant has failed to comply with any of the terms and conditions specified herein.
- 7.2 Any notice of termination ("Notice") by BCA shall be deemed to be served on the Applicant if sent by registered post to the business address given by the Applicant in the application form for the Accessibility Fund and shall be effective from the date specified in the Notice.
- 7.3 In the event that the Funding or the Assessment is terminated or revoked by BCA, the Applicant shall be liable for all administrative costs incurred by BCA in relation to the application for Funding by the Applicant and no claim against BCA whatsoever shall be made by the Applicant for any costs or expenses.

## **8 Force Majeure**

- 8.1 No claim shall lie against either the Applicant or BCA for any loss or damages caused by government intervention or regulation, Act of Parliament, war, riot, acts of public enemies, strikes or other labour disturbances, fire, flood, Acts of God or other causes beyond the reasonable control of the Applicant or BCA.

## **9 General**

- 9.1 These terms and conditions may be revised by BCA from time to time.
- 9.2 The failure of BCA to insist upon strict compliance by the Applicant with any term or condition herein shall not be construed as a waiver by BCA of any subsequent failure by the Applicant to comply with such term or condition.
- 9.3 Notwithstanding that any term or condition herein may be invalid or unenforceable under any applicable law, the remaining terms and conditions shall continue in full force and effect.