

ACCESSIBILITY FUND - TERMS AND CONDITIONS

1 Definitions

1.1 The following words and expressions have the meanings hereby assigned to them except where the context otherwise requires:

“Accessibility Features” means the Barrier-Free Accessible (BFA) features stated in clauses 3.1, 3.2 and 3.3 which are approved for Accessibility Fund.

“Accessibility Fund” or “AF” means the accessibility fund administered by BCA for the Purpose.

“Applicant” means one of the following persons who apply for the Funding provided such person is not the (i) Government, (ii) public agency or (iii) any organisation performing a public function:

(a) in relation to any premises comprised in a strata title plan under the Land Titles (Strata) Act, the management corporation having control of the Common Property of a Building,

(b) the person whose name is entered in the Valuation List prepared under section 10 of the Property Tax Act (Cap. 254) as the owner of a Building, or

(c) the person who has charge and control of the management and maintenance of the Common Property of a Building

“Approved Works” means the works for which Funding may be made available to the Applicant in relation of the Building as stated in the In-Principle Approval.

“Assessment” means the valuation by BCA of the quantum of Funding based on the terms contained herein.

“Assessors” means BCA officers or any other persons authorised by BCA to carry out the assessment on the Approved Works.

“Basic Accessibility” means the provision of at least the basic Accessibility Features in a Building under the AF.

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

“Building” means the premises including all common property and buildings for which the Funding is sought and which must not be a detached house, semi-detached house, terraced or linked house for residential purposes.

“Common Property” has the meaning as defined in the Building Management and Strata Management Act (cap. 30C).

“Completion Date” has the meaning as defined in clause 5.8.1.

“Completion Date Written Notice” has the meaning as defined in clause 5.8.1.

“Funding” means the co-payment approved by BCA under the Accessibility Fund, for works carried out by the Applicant to provide Accessibility Features to the Building.

“In-Principle Approval” means the letter sent to inform the Applicant on the items granted in principle approval for Funding.

“Purpose” means the purpose of the application of the Accessibility Fund, which is to encourage the construction of Accessible Features within Buildings built before the implementation of the Code on Barrier Free Accessibility in Buildings (1990) with Accessibility Features.

2 Agreement of Funding

- 2.1 Funding for any Building shall be subject to BCA’s discretion, which is absolute, and the terms and conditions contained herein.
- 2.2 Assessment to determine the quantum of Funding shall take into account, amongst other things, the documents submitted by the Applicant. The result of the Assessment shall be final, and it shall not be called into question by Applicant. For the avoidance of doubt, the Funding shall in no circumstance, exceed S\$300,000 per Building.
- 2.3 BCA shall disburse fund to Applicant subject to:
 - 2.3.1 the completion of the Approved Works to the satisfaction of BCA; and
 - 2.3.2 the fulfilment of any other requirements as set by BCA.
- 2.4 The Applicant must not be the recipient of any grant, endowment, award, donation, bursary, contribution, allowance, subsidy, handout, allowance or the like for the provision of Accessibility Features for the Building.

3 Scope of Funding

- 3.1 Subject to these terms and conditions, the Accessibility Fund is available for the construction of the following basic Accessibility Features within Common Property of the Building:
 - (a) Accessible approach to the Building;
 - (b) Features to improve accessibility within the first floor of the Building;
 - (c) Accessible toilet at first floor or entrance level of Building; and

- (d) Signage for identification and finding way to Building's accessibility features.
- 3.2 Accessibility Fund may also be available for the construction of additional accessible toilets and accessible ramps at other floors of the Building; and family friendly features including (without limitation):
 - (a) Accessible family washroom;
 - (b) Water closet compartment for ambulant disabled and elderly;
 - (c) Lactation rooms;
 - (d) Child-friendly water closets, urinals and wash basins; and
 - (e) Diaper changing stations
- 3.3 At the discretion of BCA, Accessibility Fund may also be available for:
 - (a) Installing platform lifts and stair lifts where accessible ramps are impossible to build due to site constraints;
 - (b) Installing passenger lift in accordance with the Singapore Standard SS550 in the building that is not provided with lift for barrier-free accessibility.
- 3.4 The following criteria shall apply to the Accessibility Fund:
 - 3.4.1 The Accessibility Fund is only applicable to the upgrading of existing Buildings built before implementation of the Code on Barrier-free accessibility in Buildings 1990.
 - 3.4.2 The Accessibility Fund does not apply to buildings undergoing major alterations & additions, which under the current building regulation have to comply with the Code on Barrier-Free Accessibility in Buildings.
 - 3.4.3 Funding is only applicable to the Common Property of the Building or development under this Accessibility Fund.
- 3.5 The Applicant is under a duty at all times to be truthful and honest in his dealings with BCA in regards to the Funding. The Funding has been granted based on the information provided by the Applicant in his application for the Funding. If the Applicant submits any information which is false, without prejudice to BCA's other rights under the terms and conditions herein, BCA reserves the right to revoke the Funding and to recover the total amount of Funding released to the Applicant in relation thereto.

4 Limitation of Liability

- 4.1 BCA shall not be liable to any person in respect of the application for Funding, the Assessment, the Funding, the upgrading works, the Approved Works, 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 unconditionally agrees that it shall not hold BCA, its directors, employees, servants 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 indemnify, defend 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, servants, agents and/or employees by the Applicant or any other person(s) 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 other Orders of Court or directions is served on BCA, its directors, servants, agents and/or employees by the Applicant or any other person(s) or if BCA, its directors, servants, agents and/or employees are in any way required to provide any discovery/inspection of documents, evidence, attend

court or in any other way required to be involved in 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 Subject to 5.2, the Applicant must 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 BCA may at its sole discretion, issue an In-Principle Approval for work items if the Applicant has commenced the Approved Works. Nothing contained in the foregoing imposes an obligation on BCA to issue an In-Principle Approval for situations where works desired to be under the Funding, have commenced.
- 5.3 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.
- 5.4 The Applicant warrants that the Building, after the completion of the Approved Works, shall meet and comply with the terms of the In-Principle Approval. The Applicant, further warrants and undertakes to BCA that in the performance of the Approved Works, he will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental or other authority relating to the performance of the Approved Works.
- 5.5 In consideration of receiving the Funding, the Applicant further warrants and undertakes that the Accessibility Features for which Funding was sought are not (i) removed, (ii) altered or (iii) obstructed so as to allow members to use or utilise such features for a period of 5 years from the Completion Date. If the Applicant fails to prevent the removal, alteration or obstruction of the Accessibility Features, BCA reserves the right to recover the total amount of Funding that was released to the Applicant in relation thereto.
- 5.6 In the event the Applicant sells his interest in the Building prior to the expiry of the 5 years from the Completion Date, the Applicant undertakes that he shall use best efforts to procure the agreement of the person with whom such interest in the Building shall reside after the sale, that the Accessibility Features shall not be removed, altered or obstructed for a period of 5 years from the Completion Date.
- 5.7 The Applicant shall render his full cooperation to BCA and its officers in the administration of the Accessibility Fund:

- 5.7.1 the Applicant shall comply with all requirements, procedures, directions and requests of BCA;
 - 5.7.2 the Applicant shall procure the cooperation of its employees, servants and/or agents in complying with the requirements, procedures, directions and requests of BCA;
 - 5.7.3 the Applicant shall not in any way interfere, hinder or seek to influence BCA's approvals, Assessment and/or conduct of the Assessment.
- 5.8 The Applicant shall appoint a Coordinator to liaise with BCA for the duration from application to disbursement of the Funding:
- 5.8.1 the Coordinator shall inform BCA in writing of the completion of the Approved Works. BCA will then schedule an inspection of the Building to verify the state of the Approved Works and compliance with the terms of the Funding. If BCA is satisfied that the Approved Works comply with the terms and conditions of the Funding, BCA will issue a written notice to the Applicant stating the completion date of the Approved Works ("Completion Date")("the Completion Date Written Notice"). For the avoidance of doubt, the Approved Works are not deemed to be completed until and after BCA issues Completion Date Written Notice;
 - 5.8.2 the Coordinator shall submit all relevant plans and documents and arrange for assessments at the appropriate time if necessary;
 - 5.8.3 the Coordinator shall ensure that all information submitted are true and also subsequently inform BCA on any material changes in the design, construction, operation of the Building which may affect the Funding.
- 5.9 The Applicant shall allow BCA and its officers full access to the Building as and when required and shall be responsible for the safety of the said BCA officers while on site at the Building.
- 5.10 The Applicant shall provide and maintain unhindered and safe access to facilitate the assessment and inspection works, including but not limited to the provision of special ladders, platforms, ramps or scaffolding as required by the Assessors.
- 5.11 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.

5.12 The Applicant must:

5.12.1 commence the Approved Works within six (06) months from the issuance of the In-Principle Approval or any other timeframe as may be extended by BCA; and

5.12.2 complete the Approved Works within twelve (12) months from commencement of the said Approved Works or any other timeframe as may be extended by BCA;

5.13 The Applicant must make his claim for the Funding within twelve (12) months or any timeframe as may be extended by BCA, from the Completion Date.

6 Rights and Duties of BCA

6.1 BCA will exercise due care in the administration of the Accessibility Fund.

6.2 BCA will 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 maintain a register listing the names of Applicants and the relevant Buildings where award of the Accessibility Fund has been terminated by BCA.

6.4 BCA reserves the right to reject any Building without giving any reasons.

6.5 BCA reserves the right to publish a list of Buildings that have or have not been awarded the Accessibility Fund and any statistical and/or other information in relation to these Buildings.

6.6 BCA is under no obligation to make available to the Applicant any information pertaining to the approval or Assessment.

7 Termination

7.1 BCA reserves the right to terminate the Accessibility Fund award at any stage of the approval or Assessment process in the event that:

7.1.1 The Applicant has not completed the Approved Works within the time specified by BCA;

- 7.1.2 The Applicant has failed to complete the Approved Works in accordance with his application; or
- 7.1.3 The Applicant has failed to comply with any of the terms and conditions specified herein.
- 7.2 In the event that BCA terminates the Accessibility Fund as provided at clause 7.1 above, BCA reserves the right to recover the total amount of Funding released to the Applicant in relation thereto.
- 7.3 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.
- 7.4 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 for damages against either the Applicant or BCA shall arise out of any breach of this Agreement if such breach is caused by government intervention or regulation, Act of Parliament, war, riot, acts of public enemies, strikes or other labour disturbances, fire, flood, Act of God or other cause beyond the control of the Applicant or BCA.

9 General

- 9.1 These terms and conditions may be revised by BCA from time to time by issuing a written notice to the Applicant.
- 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.
- 9.4 By submitting the application, each Applicant agrees that any and all disputes he or she may have with, or claims he or she may have against BCA relating to, arising out of or connected in any way with (i) the Funding and/or (ii) the Assessment and/or any other matter arising out of or in relation to the Applicant’s Funding will be resolved exclusively by final and binding

arbitration. The arbitration will be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force which rules are deemed to be incorporated by reference in this paragraph.

- 9.5 All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions or the rights and obligations of Applicants or BCA in connection with the Accessibility Fund, shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 9.6 No person or entity not a party to these terms and conditions shall be acquire any rights whatsoever under these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise.