

# COVID-19 (TEMPORARY MEASURES) ACT 2020

(No. 14 of 2020)

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An Act to provide temporary measures, and deal with other matters, relating to the COVID-19 pandemic, and to make a consequential amendment to the Property Tax Act (Chapter 254 of the 2005 Revised Edition).

Be it enacted by the President with the advice and consent of the Parliament of Singapore, as follows:

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**Short title and commencement**

1.—(1) This Act is the COVID-19 (Temporary Measures) Act 2020 and, except for Parts 4, 5 and 7, comes into operation on a date that the Minister appoints by notification in the *Gazette*.

(2) Part 3 continues in force for a period of one year beginning on the date of its commencement.

[Act 9 of 2021 wef 19/04/2021]

(2A) Parts 1 (except section 2) and 2 remain in force until the end of 19 April 2022.

[Act 9 of 2021 wef 19/04/2021]

(3) The expiry of Part 1, 2 or 3 does not —

(a) affect its operation as respects things previously done or omitted to be done; or

(b) apply to section 2, 6(5) to (7), 7(2) to (5), 7A(2), (3) and (4), 7B, 8, 13(3A) and (3B), 15A or 26 or regulations made under section 26.

[Act 29 of 2020 wef 20/06/2020]

(4) Despite the expiry of Part 2, Division 4 of that Part (including regulations made under section 19 for that Division) continues to apply in relation to —

(a) any application for an assessor's determination that is pending on the date of the expiry; and

(b) any application for an assessor's determination made pursuant to saving and transitional provisions made under section 19(2)(f).

(4A) Despite the expiry of Part 2, provisions in Part 2 and regulations made under section 19 that have been incorporated by reference in any other Part or regulations made under any other Part, continue to have effect in relation to that other Part or those other regulations.

[Act 37 of 2020 wef 16/11/2020]

(4B) Despite the expiry of Part 2, sections 10 and 11 continue to apply for the purpose of appointing assessors to make determinations under Part 8.

[Act 37 of 2020 wef 16/11/2020]

- (5) Part 4 is deemed to have come into operation on 27 March 2020.
- (6) Section 2 and Part 5 are deemed to have come into operation on 7 April 2020.
- (7) Part 7 remains in force until the end of 8 April 2023.  
*[Act 6 of 2021 wef 01/03/2021]*  
*[Act 16 of 2022 wef 30/03/2022]*
- (8) *[Deleted by Act 6 of 2021 wef 01/03/2021]*

PART 1  
PRELIMINARY

**Interpretation**

2. In this Act, unless the context otherwise requires —

“assessor” means a person appointed to the panel of assessors under section 11;

“assessor’s determination” means a determination by an assessor under section 13 on an application under section 12;

“construction contract” has the meaning given by section 2 of the Building and Construction Industry Security of Payment Act (Cap. 30B);

“COVID-19” means the infectious disease known as Coronavirus Disease 2019;

“COVID-19 event” means —

(a) the COVID-19 epidemic or pandemic; or

(b) the operation of or compliance with any law of Singapore or another country or territory, or an order or direction of the Government or any statutory body, or of the government or other public authority of another country or territory, being any law, order or direction that is made by reason of or in connection with COVID-19;

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“event contract” means a contract for the provision of a venue, accommodation, amenities, transport, entertainment, catering or other goods or services for —

- (a) a business meeting, incentive travel, conference, exhibition, sales event, concert, show, wedding, party or other social gathering, or sporting event; or
- (b) the participants, attendees, guests, patrons or spectators of any of the events mentioned in paragraph (a);

“Minister” means —

- (a) except as provided in paragraphs (b) to (e), the Minister charged with the responsibility for law;  
*[Act 6 of 2021 wef 01/03/2021]*
- (b) for the purposes of Part 6 — the Minister charged with the responsibility for finance;
- (c) for the purposes of Part 7 — the Minister charged with the responsibility for health;  
*[Act 6 of 2021 wef 01/03/2021]*
- (d) for the purposes of Parts 8A, 8B, 8C and 10A — the Minister charged with the responsibility for national development; and  
*[Act 37 of 2020 wef 27/11/2020]*  
*[Act 6 of 2021 wef 01/03/2021]*  
*[Act 14 of 2021 wef 06/08/2021]*
- (e) for the purposes of Part 11 — the Minister charged with the responsibility for digital Government and public sector data governance;  
*[Act 6 of 2021 wef 01/03/2021]*

“notification for relief” means a notification mentioned in section 9(1);

“prescribed period” —

- (a) in relation to Part 1 or 3 — means the period prescribed under section 3 as extended or shortened under that section for Part 1 or 3; and

- (b) in relation to any scheduled contract in Part 2 — means the period prescribed under section 3 as extended or shortened under that section for that Part or for a description of contracts to which that contract belongs, as the case may be;

[Act 37 of 2020 wef 15/10/2020]

“Registrar” means the Registrar of assessors appointed under section 10(1), and includes any Deputy Registrar of assessors exercising the functions of the Registrar;

“scheduled contract” means a contract within a description of contracts set out in the First Schedule, but not one that falls within such description of contracts as may be prescribed;

[Act 37 of 2020 wef 14/01/2021]

“supply contract” has the meaning given by section 2 of the Building and Construction Industry Security of Payment Act;

“tourism-related contract” means —

- (a) a contract for the international carriage of passengers by sea or land;
- (b) a contract for the provision of transport, short-term accommodation, entertainment, dining, catering, tours or other tourism-related goods or services for visitors to Singapore, domestic tourists or outbound tourists; or
- (c) a contract for the promotion of tourism in Singapore or the distribution for the purposes of trade or retail of products related to such tourism.

### **Prescribed period**

3.—(1) The Minister may, by order in the *Gazette*, prescribe a period not exceeding 6 months for the purposes of this Part and Parts 2 and 3.

(2) The Minister may, by order in the *Gazette*, extend or shorten for or by a period determined by the Minister, the prescribed period as it applies to —

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- (a) this Part or Part 2 or 3; or
- (b) a description of scheduled contracts in Part 2, or a description of contracts within such description in Part 2, and that period may be extended or shortened more than once.

*[Act 37 of 2020 wef 15/10/2020]*

(3) An order mentioned in subsection (2) made in relation to a description of contracts under paragraph (b) of that subsection may specify that the extension of the prescribed period does not apply in relation to any paragraph of section 5(3), and the provisions of Part 2 apply in relation to such contracts during the extension as if that paragraph were omitted.

*[Act 37 of 2020 wef 15/10/2020]*

## PART 2

### TEMPORARY RELIEF FOR INABILITY TO PERFORM CONTRACTS

#### *Division 1 — Preliminary*

#### **Application**

**4.—**(1) This Part does not apply to —

- (a) a lease or licence of non-residential immovable property entered into or renewed (other than automatically or in exercise of a right of renewal in the lease or licence) on or after 25 March 2020; or
- (b) any other scheduled contract entered into or renewed (other than automatically) on or after 25 March 2020.

*[Act 29 of 2020 wef 20/06/2020]*

(2) A reference to a scheduled contract in this Act includes one to which the Government is a party.

*Division 2 — Relief measures***Temporary relief from actions for inability to perform scheduled contract**

5.—(1) This section applies to a case where —

(a) a party to a scheduled contract (called in this Division *A*) is or will be unable to perform an obligation in the contract (called in this Division the subject inability), being an obligation that is to be performed on or after 1 February 2020;

*[Act 29 of 2020 wef 20/06/2020]*

(b) the inability is to a material extent caused by a COVID-19 event; and

*[Act 29 of 2020 wef 20/06/2020]*

(c) *A* has served a notification for relief in accordance with section 9(1) on —

(i) the other party or parties to the contract;

(ii) any guarantor or surety for *A*'s obligation in the contract; and

(iii) such other person as may be prescribed.

(1A) In subsection (1)(a), where the scheduled contract is an event contract or a tourism-related contract, *A*'s inability to hold the event in question, or to accept the goods or services in question, on the date agreed in the contract is treated as an inability to perform an obligation in the contract.

*[Act 29 of 2020 wef 20/06/2020]*

(2) Despite any law or anything in the contract, another party to the contract (called in this Division *B*) may not take any action described in subsection (3) in relation to the subject inability until after the earliest of the following:

(a) the expiry of the prescribed period;

(b) the withdrawal by *A* of *A*'s notification for relief;

(c) on an application under section 9(2), the assessor makes a determination that the case in question is not one to which this section applies.

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- (3) The actions mentioned in subsection (2) are —
- (a) the commencement or continuation of an action in a court against *A* or *A*'s guarantor or surety;
  - (b) the commencement or continuation of arbitral proceedings under the Arbitration Act (Cap. 10) against *A* or *A*'s guarantor or surety;
  - (c) the enforcement of any security over any immovable property;
  - (d) the enforcement of any security over any movable property used for the purpose of a trade, business or profession;

*Example*

Plant and machinery.

- (e) the making of an application under section 210(1) of the Companies Act (Cap. 50) for a meeting of creditors to be summoned to approve a compromise or an arrangement in relation to *A* or *A*'s guarantor or surety;
- (f) the making of an application for a judicial management order in relation to *A* or *A*'s guarantor or surety;
- (g) the making of an application for the winding up of *A* or *A*'s guarantor or surety;
- (h) the making of a bankruptcy application against *A* or *A*'s guarantor or surety;
- (i) the appointment of a receiver or manager over any property or undertaking of *A* or *A*'s guarantor or surety;
- (j) the commencement or levying of execution, distress or other legal process against any property of *A* or *A*'s guarantor or surety, except with the leave of the court and subject to such terms as the court imposes;
- (k) the repossession of any goods under any chattels leasing agreement, hire-purchase agreement or retention of title agreement, being goods used for the purpose of a trade, business or profession;

*Example*

A motor car used as a private hire car, that is the subject of a hire-purchase agreement.

- (l) the termination of a scheduled contract (being a lease or licence of immovable property) where the subject inability is the non-payment of rent or other moneys;
  - (m) the exercise of a right of re-entry or forfeiture under a scheduled contract (being a lease or licence of immovable property), or the exercise of any other right that has a similar outcome;
  - (n) the enforcement against *A* or *A*'s guarantor or surety of a judgment of a court, an award made by an arbitral tribunal in arbitral proceedings conducted under the Arbitration Act, or a determination by an adjudicator under the Building and Construction Industry Security of Payment Act; and
  - (o) such other action as may be prescribed.
- (4) The Minister may by regulations made under section 19 provide that any paragraph (or a part of it) in subsection (3) —
- (a) does not apply in relation to a description of scheduled contracts (or a part of such contract); or
  - (b) applies in relation to a description of scheduled contracts (or a part of such contract) subject to modifications set out in the regulations,

and this Part applies in relation to that description of scheduled contracts (or part) as if that paragraph (or part) were omitted or modified in the manner so set out.

(5) For the purposes of paragraph (a) or (b) of subsection (3), where the proceedings relate to the subject inability and any other matter, that paragraph does not apply to the part of the proceedings relating to that other matter.

(6) Where the scheduled contract is one mentioned in sub-paragraph (a) or (b) of paragraph 1 of the First Schedule, the

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actions in subsection (3) only apply in relation to a security mentioned in that sub-paragraph or the part of the obligation that is secured by such security.

*[Act 37 of 2020 wef 14/01/2021]*

(7) Any period of limitation prescribed by any law or in any contract for the taking of an action in relation to the subject inability is extended by a period equal to the period beginning on the date of service by *A* of the notification for relief in accordance with section 9(1) and ending on the earliest of the following:

- (a) the expiry of the prescribed period;
- (b) the withdrawal by *A* of *A*'s notification for relief;
- (c) on an application under section 9(2), the making of a determination by the assessor that the case in question is not one to which this section applies.

(8) Any of the following, namely:

- (a) proceedings before a court;
- (b) arbitral proceedings under the Arbitration Act;
- (c) such other proceedings as may be prescribed,

in relation to the subject inability, that are pending at the time *A* serves the notification for relief in accordance with section 9(1), must be stayed on the lodgment by *A* of a copy of the notification for relief with the court, arbitral tribunal, or other person or body before which the proceedings are brought, until the earliest of the following:

- (d) the expiry of the prescribed period;
- (e) the withdrawal by *A* of *A*'s notification for relief;
- (f) on an application under section 9(2), the assessor makes a determination that the case in question is not one to which this section applies.

(9) For the purposes of the winding up of *A* or *A*'s guarantor or surety, and despite anything in any law, each of the following periods is extended by a period equal to the period mentioned in subsection (7):

- (a) each period mentioned in sections 100(1)(a), (b) and (c) and 103(2) of the Bankruptcy Act (Cap. 20) (as applied by section 329 of the Companies Act, or section 329 of the Companies Act as applied by section 130 of the Variable Capital Companies Act 2018 (Act 44 of 2018));
- (b) each period mentioned in sections 330, 331(1) and (2) and 341(2) of the Companies Act (including those provisions as applied by section 130 of the Variable Capital Companies Act 2018);
- (c) each period mentioned in section 226(1)(a), (b) and (c) of the Insolvency, Restructuring and Dissolution Act 2018 (Act 40 of 2018) (including that provision as applied by section 130 of the Variable Capital Companies Act 2018);
- (d) each period mentioned in sections 228(2), 229(2)(a) and (b) and 240(2) of the Insolvency, Restructuring and Dissolution Act 2018 (including those provisions as applied by section 130 of the Variable Capital Companies Act 2018);
- (e) each period mentioned in paragraphs 79(1)(a), (b) and (c), 82(2), 84(1) and 85(1) and (2) of the Fifth Schedule to the Limited Liability Partnerships Act (Cap. 163A).

(10) For the purposes of a judicial management of *A* or *A*'s guarantor or surety, and despite anything in any law, each of the following periods is extended by a period equal to the period mentioned in subsection (7):

- (a) each period mentioned in sections 100(1)(a), (b) and (c) and 103(2) of the Bankruptcy Act (as applied by section 227T of the Companies Act);
- (b) the period mentioned in section 341(2) of the Companies Act (as applied by section 227X(b) of the Companies Act);
- (c) each period mentioned in sections 226(1)(a), (b) and (c), 228(2), 229(2)(a), (b) and (c) and 240(2) of the Insolvency, Restructuring and Dissolution Act 2018.

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(11) For the purposes of the bankruptcy of *A* or *A*'s guarantor or surety, and despite anything in any law, each of the following periods is extended by a period equal to the period mentioned in subsection (7):

- (a) each period mentioned in sections 100(1)(a), (b) and (c) and 103(2) of the Bankruptcy Act;
- (b) each period mentioned in sections 363(1)(a), (b) and (c) and 366(2) of the Insolvency, Restructuring and Dissolution Act 2018.

(12) Regulations may be made under section 19 to extend any period specified in any other written law governing any other entity or matter that corresponds to any provision mentioned in subsection (9) or (10).

(13) This section does not affect the taking of any other action in relation to the subject inability, including an action pursuant to the Frustrated Contracts Act (Cap. 115) or a force majeure clause in the contract where applicable.

(14) This section does not apply in such circumstances as may be prescribed by regulations made under section 19.

### **Relief for inability to exercise right under scheduled contract**

**5A.**—(1) This section applies to a case where —

- (a) the scheduled contract in question comes within a description of contracts prescribed as contracts to which this section applies;
- (b) a party to the contract (also called in this Division *A*) is or will be unable to exercise a right in the contract (called in this Division the subject right), being a right that is to be exercised on or after 1 February 2020;  
*[Act 30 of 2020 wef 09/10/2020]*
- (c) the inability is to a material extent caused by a COVID-19 event; and
- (d) *A* has served a notification for relief in accordance with section 9(1) on —

- (i) the other party or parties to the contract; and
- (ii) such other person as may be prescribed.

(2) Despite any law or anything in the contract, another party to the contract (also called in this Division *B*) may not take any action described in subsection (3) in relation to *A*'s inability to exercise the subject right until after the earliest of the following:

- (a) the expiry of the prescribed period;
- (b) the withdrawal by *A* of *A*'s notification for relief;
- (c) on an application under section 9(2), the assessor makes a determination that the case in question is not one to which this section applies.

(3) The actions mentioned in subsection (2) are —

- (a) the forfeiture of any part of any consideration paid for the subject right; and
- (b) such other action as may be prescribed.

(4) The Minister may, by regulations made under section 19, provide that any paragraph (or a part of it) in subsection (3) —

- (a) does not apply in relation to a description of scheduled contracts (or a part of such contract); or
- (b) applies in relation to a description of scheduled contracts (or a part of such contract) subject to modifications set out in the regulations,

and this Part applies in relation to that description of scheduled contracts (or a part of such contract) as if that paragraph (or a part of it) were omitted or modified in the manner so set out.

*[Act 29 of 2020 wef 20/06/2020]*

### **Additional relief for inability to perform construction contract or supply contract**

6.—(1) This section applies to a case mentioned in section 5 where the scheduled contract is a construction contract or supply contract and (to avoid doubt) does not limit the operation of that section.

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(2) Despite anything in a performance bond or equivalent given pursuant to the construction contract or supply contract, *B* may not make a call on the performance bond or equivalent in relation to the subject inability at any time earlier than 7 days before —

- (a) the date of expiry of the performance bond or equivalent as stated in the performance bond or equivalent; or
- (b) where the term of the performance bond or equivalent is extended whether under subsection (3) or otherwise, the date of expiry of the performance bond or equivalent following such extension.

(3) Despite anything in a performance bond or equivalent given pursuant to the construction contract or supply contract, where —

- (a) *A* makes an application to the issuer of the performance bond or equivalent not less than 7 days before the date of expiry of the performance bond or equivalent, to extend the term of the performance bond or equivalent; and

(b) *A* serves a notice of the application on *B* at the same time, then the term of the performance bond or equivalent is extended to a date that is 7 days after the end of the prescribed period, or such other date as may be agreed between *A*, *B* and the issuer, and that date or other date (as the case may be) is treated as the date of expiry of the performance bond or equivalent.

(4) Subsection (2) does not apply —

- (a) after *A* has withdrawn *A*'s notification for relief; or
- (b) on an application under section 9(2), after the assessor makes a determination that the case in question is not one to which section 5 applies,

and *A* may not thereafter make an application to the issuer of the performance bond or equivalent for an extension of its term under subsection (3).

(5) Despite anything in the contract, for the purposes of calculating the liquidated damages payable under the contract or assessing other damages in respect of the subject inability, where the subject inability occurs on or after 1 February 2020 but before the expiry of the

prescribed period, any period for which the subject inability subsists and falling within that period is to be disregarded in determining the period of delay in performance by *A*.

(6) Despite anything in the contract, where the subject inability is the inability to supply goods or services in accordance with the terms of the contract and such inability occurs on or after 1 February 2020 but before the expiry of the prescribed period, the fact that the inability to perform the obligation in the contract was to a material extent caused by a COVID-19 event is a defence to a claim for a breach of contract in respect of the subject inability.

(7) To avoid doubt, subsection (6) does not affect —

- (a) any right or obligation under the contract that accrues or arises at any time before or after the period mentioned in subsection (6); or
- (b) any judgment, arbitral award, adjudication determination under the Building and Construction Industry Security of Payment Act, compromise or settlement given or made before the service of the notification for relief.

### **Additional relief for inability to perform event contract or tourism-related contract**

7.—(1) This section applies to a case mentioned in section 5 where the scheduled contract is an event contract or a tourism-related contract and (to avoid doubt) does not limit the operation of that section.

(2) Despite any law or anything in the contract, another party to the contract may not, after being served with the notification for relief in accordance with section 9(1), at any time (whether during or after the prescribed period) forfeit any deposit (or part of any deposit) taken under the contract on the basis of the subject inability, unless the notification for relief is withdrawn or an assessor has made a determination that the forfeiture of the deposit or any part of the deposit is just and equitable in the circumstances of the case.

(3) Despite any law or anything in the contract, if the other party to the contract has already forfeited any deposit (or part of any deposit)

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taken under the contract on the basis of the subject inability, including at any time between 1 February 2020 and the date of commencement of this Part, the other party must on receipt of the notification for relief served in accordance with section 9(1), as soon as practicable restore the deposit or part of the deposit as if it had not been forfeited.

(4) Despite any law or anything in the contract, the fact that the subject inability was to a material extent caused by a COVID-19 event is a defence to a claim for the payment of a cancellation fee under the contract in respect of the subject inability.

*[Act 29 of 2020 wef 20/06/2020]*

(4A) Subsection (4) does not apply if —

- (a) the notification for relief is withdrawn; or
- (b) on an application under section 9(2), an assessor makes a determination that the case in question is not one to which section 5 applies, or that the payment of the cancellation fee or any part of it is just and equitable in the circumstances of the case.

*[Act 29 of 2020 wef 20/06/2020]*

(5) To avoid doubt, subsections (3) and (4) do not affect any judgment, arbitral award, compromise or settlement given or made before the service of the notification for relief.

### **Relief from late payment interest or other charge**

**7A.—**(1) This section applies to a case mentioned in section 5 where —

- (a) the scheduled contract is within a description of contracts prescribed as contracts to which this section applies; and
- (b) the subject inability is the inability to pay any money at the time it becomes due and payable.

*[Act 30 of 2020 wef 30/09/2020]*

(2) Where the contract requires *A* to pay *B* any interest or other charge (however described) for the subject inability, then, despite anything in the contract, *A* is only liable under the contract to pay *B* interest or other charge not exceeding the prescribed rate (as

computed in the prescribed manner) or prescribed amount in respect of the subject inability.

*[Act 30 of 2020 wef 30/09/2020]*

(3) For the purposes of subsection (2), different rates, manners or amounts may be prescribed for different circumstances, and a zero rate or amount may be prescribed.

*[Act 30 of 2020 wef 30/09/2020]*

(4) Subsection (2) does not apply if —

- (a) the notification for relief is withdrawn; or
- (b) an assessor makes a determination that the case in question is not one to which section 5 applies.

(5) Despite any law or anything in the contract, *B* may not, after being served with the notification for relief in accordance with section 9(1), terminate the contract on the basis of the subject inability until after the earliest of the following:

- (a) the expiry of the prescribed period;
- (b) the withdrawal by *A* of *A*'s notification for relief;
- (c) on an application under section 9(2), the assessor makes a determination that the case in question is not one to which section 5 applies.

(6) This section does not apply to any obligation to make payment under a statutory repayment schedule under Division 5 of Part 2A.

*[Act 29 of 2020 wef 31/07/2020]*

(7) To avoid doubt, this section applies to a case mentioned in subsection (1) whether *A* served the notification for relief before, on or after 31 July 2020.

*[Act 30 of 2020 wef 30/09/2020]*

### **Holding over after termination or expiry of lease or licence of non-residential immovable property**

**7B.**—(1) This section applies to a case mentioned in section 5 where —

- (a) the scheduled contract is a lease or licence of non-residential immovable property; and

(b) the subject inability is the inability to vacate the property after the termination or expiry of the lease or licence and before the end of the prescribed period.

(2) Despite any law or anything in the contract, if —

(a) the subject inability is caused by a COVID-19 event; and

(b) such conditions as may be prescribed are also satisfied,

then the lessee or licensee is not liable to pay the lessor or licensor any sums that the lessee or licensee is otherwise liable to pay under the law or contract for the inability, in excess of such amount as may be prescribed.

(2A) For the purposes of subsection (2), different amounts may be prescribed for different circumstances, and a zero amount may be prescribed.

*[Act 30 of 2020 wef 30/09/2020]*

(3) Subsection (2) does not apply to such sums payable under any law or contract, or to such circumstances, as may be prescribed by regulations made under section 19.

(4) Subsection (2) does not apply if —

(a) the notification for relief is withdrawn; or

(b) an assessor makes a determination that the case in question is not one to which section 5 applies.

(5) To avoid doubt, subsection (2) does not —

(a) limit the operation of section 5;

(b) affect any other rights and liabilities of the parties to the lease or licence; or

(c) affect any compromise or settlement made before the service of the notification for relief.

*[Act 29 of 2020 wef 31/07/2020]*

(6) To avoid doubt, this section applies to a case mentioned in subsection (1) whether *A* served the notification for relief before, on or after 31 July 2020.

*[Act 30 of 2020 wef 30/09/2020]*

**Consequences for taking action in contravention of section 5, 5A, 6, 7 or 7A**

8.—(1) Any person who, without reasonable excuse, contravenes section 5(2), 5A(2), 6(2), 7(2) or (3) or 7A(5) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

*[Act 29 of 2020 wef 20/06/2020]*

(2) Any proceedings commenced in breach of section 5(2) must, on the lodgment of a copy of the notification for relief with the court, arbitral tribunal or other person or body before which the proceedings are brought, be dismissed.

(3) The enforcement of any security in breach of section 5(2) is void except as against a bona fide purchaser for value without notice of the notification for relief.

(4) The following actions are void:

- (a) the appointment of a receiver or manager over any property or undertaking of a person made in breach of section 5(2);
- (aa) the forfeiture of any consideration in breach of section 5A(2);
- (b) a call on a performance bond or equivalent made in breach of section 6(2);
- (c) the forfeiture of a deposit or part of a deposit made in breach of section 7(2).

*[Act 29 of 2020 wef 20/06/2020]*

(5) Each of the following actions taken in breach of section 5(2) is invalid:

- (a) the repossession of any goods under a contract;
- (b) the termination of a contract where the subject inability is the non-payment of rent or other moneys;
- (c) the exercise of a right of repossession, re-entry or forfeiture under a contract, or the exercise of any other right that has a similar outcome.

*[Act 29 of 2020 wef 20/06/2020]*

(6) The termination of any contract in breach of section 7A(5) is invalid.

*[Act 29 of 2020 wef 20/06/2020]*

*[Act 29 of 2020 wef 31/07/2020]*

### *Division 3 — Notification for relief*

#### **Notification for relief**

**9.—(1)** If a party to a scheduled contract (called in this section *A*) intends to seek relief under section 5, 5A or 7, *A* must, within the period specified in regulations made under section 19, and whether with or without prior demand for performance, serve a notification for relief that contains the prescribed information on —

- (a) the other party or parties to the contract;
- (b) any guarantor or surety for *A*'s obligation in the contract; and
- (c) such other person as may be prescribed.

*[Act 29 of 2020 wef 20/06/2020]*

(2) Any party to the contract may, within the period specified by regulations made under section 19, apply in accordance with section 12 to the Registrar to appoint an assessor to make a determination of the following:

- (a) whether the case is one to which section 5 or 5A applies;  
*[Act 29 of 2020 wef 20/06/2020]*
- (b) in a case mentioned in section 5A — whether it is just and equitable in the circumstances of the case —
  - (i) to extend the period for the exercise of the right (if it has not already expired); or
  - (ii) for the consideration paid for the right to be refunded in whole or in part;  
*[Act 29 of 2020 wef 20/06/2020]*
- (c) in a case mentioned in section 7 — whether it is just and equitable in the circumstances of the case —
  - (i) for the deposit or any part of the deposit to be forfeited; or

- (ii) for the cancellation fee or any part of the cancellation fee to be paid.

*[Act 29 of 2020 wef 20/06/2020]*

*Division 4 — Assessor's determination*

**Registrar of assessors**

**10.**—(1) For the purposes of appointing assessors under section 11 to determine applications, the Minister is to appoint a Registrar of assessors.

(2) The Minister may in addition appoint Deputy Registrars of assessors.

(3) Subject to regulations made under section 19, all the powers and duties conferred and imposed on the Registrar may be exercised by a Deputy Registrar.

**Panel of assessors**

**11.** For the purposes of section 12(3), the Minister must appoint a panel of assessors comprising such number of persons who satisfy the requirements prescribed for the purposes of this section.

**Application for assessor's determination**

**12.**—(1) An application for an assessor's determination must be made in the form and manner prescribed by regulations made under section 19 and must be accompanied by the prescribed fee.

(2) A copy of the application must be served within the period specified in the regulations made under section 19 on —

- (a) the other party or parties to the contract;
- (b) any guarantor or surety for the obligation in the contract that is the subject of the application; and
- (c) such other person as may be prescribed.

(2A) The Registrar may, for the purposes of deciding whether to appoint an assessor to determine an application, request the applicant

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to provide further information within the time specified by the Registrar.

*[Act 30 of 2020 wef 30/09/2020]*

(2B) The Registrar may reject an application if —

- (a) the application is incomplete or otherwise not made in accordance with subsection (1);
- (b) the application is not made within the period prescribed by regulations under section 19 for this purpose;
- (c) the applicant fails to satisfy the Registrar that subsection (2) is complied with;
- (d) the applicant fails to comply with the Registrar's request under subsection (2A);
- (e) any part of the application is inconsistent with any information contained in the notification for relief served by the applicant under section 9(1), if applicable;
- (f) the Registrar reasonably suspects that any information provided by the applicant to the Registrar is false or misleading in a material particular; or
- (g) it appears to the Registrar, from the application or any information provided by the applicant under subsection (2A), that —
  - (i) the contract in question is not a scheduled contract;
  - (ii) the contract in question is a contract described in section 4(1)(a) or (b);
  - (iii) the obligation or right in the contract in question is to be performed or exercised before 1 February 2020;  
or
  - (iv) the application is frivolous or an abuse of process.

*[Act 30 of 2020 wef 30/09/2020]*

(3) Subject to subsection (4) and unless the Registrar rejects an application under subsection (2B), the Registrar must appoint an assessor to determine the application and must serve a notice of the

appointment on the applicant and on all the parties mentioned in subsection (2).

*[Act 30 of 2020 wef 30/09/2020]*

*[Act 37 of 2020 wef 15/01/2021]*

(4) Despite subsection (3) —

- (a) any application for an assessor's determination in respect of a contract that falls within a description of scheduled contracts prescribed as scheduled contracts to which this subsection applies, that is pending at the expiry of the prescribed period for that description of scheduled contracts, is deemed to be withdrawn; and
- (b) the Registrar must not appoint an assessor to determine the application.

*[Act 37 of 2020 wef 15/01/2021]*

### **Assessor's determination**

**13.—**(1) Subject to subsection (1A), on an application for an assessor's determination, the assessor must —

- (a) make a determination whether the case in question is one to which section 5 or 5A (as the case may be) applies;

*[Act 29 of 2020 wef 20/06/2020]*

*[Act 30 of 2020 wef 09/10/2020]*

- (b) in a case mentioned in section 5A — also make a determination whether it is just and equitable in the circumstances of the case —

- (i) to extend the period for the exercise of the right (if it has not already expired); or

- (ii) for the consideration paid for the right to be refunded in whole or in part; and

*[Act 29 of 2020 wef 20/06/2020]*

- (c) in a case mentioned in section 7 — also make a determination whether it is just and equitable in the circumstances of the case —

- (i) for the deposit or any part of the deposit to be forfeited; or

- (ii) for the cancellation fee or any part of the cancellation fee to be paid.

*[Act 29 of 2020 wef 20/06/2020]*

*[Act 37 of 2020 wef 15/01/2021]*

(1A) Despite subsection (1) —

- (a) any application for an assessor's determination in respect of a contract that falls within a description of scheduled contracts prescribed as scheduled contracts to which this subsection applies, that has not been determined by an assessor at the expiry of the prescribed period for that description of scheduled contracts, is deemed to be withdrawn; and

- (b) the assessor must not make a determination on the application.

*[Act 37 of 2020 wef 15/01/2021]*

(2) When making a determination, the assessor —

- (a) may take into account the ability and financial capacity of the party concerned to perform the obligation or exercise the right that is the subject of the application, and other prescribed factors; and

*[Act 29 of 2020 wef 20/06/2020]*

- (b) must seek to achieve an outcome that is just and equitable in the circumstances of the case.

(3) Where the assessor determines under subsection (1)(a) in relation to such scheduled contracts as may be prescribed that the case is one to which section 5 or 5A applies, the assessor may make further determinations in order to achieve an outcome that is just and equitable in the circumstances of the case, including (but not limited to) —

- (a) requiring a party to the contract to do anything or pay any sum of money to discharge any obligation under the contract;

*[Act 29 of 2020 wef 20/06/2020]*

- (b) in a case where a right of repossession of goods under the contract or of re-entry or forfeiture under a lease or licence of immovable property had been exercised by a party in

breach of section 5(2) — requiring the party to return the goods or give possession of the immovable property to the other party;

*[Act 29 of 2020 wef 20/06/2020]*

- (c) where the scheduled contract is one mentioned in paragraph 1(e) or (f) of the First Schedule — discharging the contract, requiring the return (in whole or in part) of any fee or deposit, releasing or discharging (in whole or in part) any security, and releasing or discharging (in whole or in part) any party to the contract from any obligation under the contract;

*[Act 29 of 2020 wef 20/06/2020]*

*[Act 37 of 2020 wef 14/01/2021]*

- (d) where the scheduled contract is one mentioned in paragraph 1(i) of the First Schedule — releasing or discharging (in whole or in part) any party to the contract from any obligation under the contract;

*[Act 29 of 2020 wef 20/06/2020]*

*[Act 37 of 2020 wef 14/01/2021]*

- (e) requiring an amount of deposit taken under the contract to be offset against any amount owing under the contract;

*[Act 29 of 2020 wef 20/06/2020]*

- (f) requiring a party to the contract to pay reasonable costs incurred by another party in the performance of the contract;

*[Act 29 of 2020 wef 20/06/2020]*

- (g) requiring the parties to the determination to attend before the assessor after a specified time for a further review of the matter and to make any further determination as is appropriate; and

*[Act 29 of 2020 wef 20/06/2020]*

- (h) such other determination as may be prescribed.

*[Act 29 of 2020 wef 20/06/2020]*

(3A) Where the assessor determines under subsection (1)(b) that it is just and equitable in the circumstances of the case to extend the period for the exercise of the right, that period is extended by a period the assessor considers just and equitable.

*[Act 29 of 2020 wef 20/06/2020]*

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(3B) Where the assessor determines under subsection (1)(b) that it is just and equitable in the circumstances of the case for the consideration for the right to be refunded in whole or in part, then the consideration or part must be refunded.

*[Act 29 of 2020 wef 20/06/2020]*

(4) Where the assessor determines under subsection (1)(c) that it is just and equitable in the circumstances of the case for the deposit or any part of the deposit to be forfeited, the deposit may be forfeited or retained (as the case may be) for the full amount or such amount as the assessor considers just and equitable.

*[Act 29 of 2020 wef 20/06/2020]*

(5) Where the assessor determines under subsection (1)(c) that it is not just and equitable in the circumstances of the case for the deposit or any part of the deposit to be forfeited, the deposit or part of the deposit must be restored as if it had not been forfeited.

*[Act 29 of 2020 wef 20/06/2020]*

(6) Where the assessor determines under subsection (1)(c) that it is not just and equitable in the circumstances of the case for the deposit or any part of the deposit to be forfeited, the assessor may make further determinations in order to achieve an outcome that is just and equitable in the circumstances of the case.

*[Act 29 of 2020 wef 20/06/2020]*

(6A) Where the assessor determines under subsection (1)(c) that it is just and equitable in the circumstances of the case for the cancellation fee or any part of the fee to be paid, the party liable to pay the fee must pay the fee or that part of the fee.

*[Act 29 of 2020 wef 20/06/2020]*

(7) An assessor's further determination under subsection (3) or (6), or determination under subsection (3B), (5) or (6A) may, with leave of the court, be enforced in the same manner as a judgment or an order of the court to the same effect.

*[Act 29 of 2020 wef 20/06/2020]*

(8) Where leave of the court is so granted, judgment may be entered in the terms of the assessor's determination.

(9) The assessor's determination is binding on all the parties to the application and all parties claiming under or through them.

(10) There is no appeal from an assessor's determination.

(11) A person who, without reasonable excuse, fails to comply with a further determination made by an assessor under subsection (3) or (6) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

(12) A person who, without reasonable excuse, fails to restore an amount of a deposit determined by an assessor to be restored shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

### **Subsequent determinations**

**13A.**—(1) After an assessor has made a determination or further determination under section 13, the assessor or another assessor may, either on his or her own motion or on the application of one or both of the parties to the assessor’s determination —

- (a) vary or replace the determination if there has been a material change in the circumstances after it has been made and it is just and equitable for the variation or replacement to be made;
- (b) where a party is required by the determination to make any payment — grant that party an extension of time to make the payment; or
- (c) require the parties to attend before the assessor after a specified time for a further review of the matter and to make any further determination as is appropriate.

(2) Section 13 applies with the necessary modifications to any determination made under subsection (1).

*[Act 29 of 2020 wef 20/06/2020]*

### **No representation by advocate and solicitor**

**14.** No party may be represented by an advocate and solicitor at proceedings before an assessor, except with the permission of the assessor.

*[Act 29 of 2020 wef 20/06/2020]*

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**Costs**

**15.** Each party must bear the party's own costs for proceedings before an assessor.

**Confidentiality of proceedings**

**15A.—(1)** This section applies to the following information:

- (a) any statement or document submitted, created or made for the purposes of a proceeding before an assessor;
- (b) any information (whether written or oral) that is disclosed in the course of the proceeding.

(2) A party to the proceeding must not disclose to any other person any information in subsection (1), except —

- (a) with the consent of the party to whom the information relates;
- (b) to the extent that the information is already in the public domain;
- (c) to the extent that the disclosure is necessary for the purposes of, or in connection with, the proceeding, the enforcement of an assessor's determination, or any proceeding before a court or arbitral tribunal; or
- (d) to the extent that the disclosure is required for any purpose under this Act.

(3) A person who contravenes subsection (2) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

(4) Where there is a contravention of subsection (2), a person who has suffered loss or damage as a result of the contravention has a right of action against the person who contravenes the subsection.

(5) The types of relief the court may grant in an action under subsection (4) include an injunction and damages.

*[Act 29 of 2020 wef 20/06/2020]*

**Registrar and assessors treated as public servants**

16. The Registrar or an assessor who, in the course of his or her duties under this Part, exercises any power as such, is treated as a public servant for the purposes of the Penal Code (Cap. 224) when exercising such power.

**Protection from liability**

17. No liability shall lie against the Registrar or an assessor with respect to anything done or omitted to be done in good faith and with reasonable care in the discharge or purported discharge of the Registrar's or assessor's functions and duties under this Part.

*Division 5 — Miscellaneous***Amendment of First Schedule**

18.—(1) The Minister may, by order in the *Gazette*, amend, add to or vary the First Schedule.

*[Act 37 of 2020 wef 14/01/2021]*

(2) The Minister may, in any order made under subsection (1), make such saving or transitional provisions as may be necessary or expedient.

(3) Any order made under subsection (1) must be presented to Parliament as soon as possible after publication in the *Gazette*.

*[Act 37 of 2020 wef 14/01/2021]*

**Regulations for this Part**

19.—(1) The Minister may make regulations for or with respect to any matter that is required or permitted to be prescribed or that is necessary or convenient to be prescribed for carrying out or giving effect to this Part.

(2) Without limiting subsection (1), regulations may be made for or with respect to —

- (a) the procedure and practice for a proceeding before an assessor, including requiring the proceeding to be held in private and the treatment of confidential information;

*[Act 29 of 2020 wef 20/06/2020]*

- (b) the forms to be used and the information or documents to be furnished;
- (c) the manner in which the Registrar or an assessor is to exercise his or her functions or perform his or her duties;
- (d) the manner of service of any document and when it is deemed served;
- (e) the extension by the Registrar or an assessor of any time within which any document is to be filed or furnished; and
- (f) any saving and transitional provisions that may be necessary or expedient for the purposes of the regulations mentioned in section 5(4) or any variation or expiry of the prescribed period or the expiry of this Part.

## PART 2A

### RENTAL RELIEF AND RELATED MEASURES

#### *Division 1 — Preliminary*

#### **Purpose of Part**

**19A.** The purpose of this Part is to mitigate the impact of COVID-19 events on eligible lessees and licensees of non-residential properties by providing them relief from the payment of rent and licence fees under their leases and licences in specified situations.

*[Act 29 of 2020 wef 31/07/2020]*

#### **Interpretation of this Part**

**19B.—(1)** In this Part, unless the context otherwise requires —

“assessor’s determination” means a determination by a rental relief assessor under section 19N on an application made under section 19M;

“Authority” means the Inland Revenue Authority of Singapore established under the Inland Revenue Authority of Singapore Act (Cap. 138A);

“landlord”, for any property, includes a lessor, sub-lessor, licensor or sub-licensor for that property, but excludes a

person or class of persons prescribed as not being a landlord or landlords;

“lease agreement”, for any property, includes a lease or licence for that property;

“notice of cash grant” means a notice issued under section 19F by the Authority to the owner of a prescribed property;

“occupier” includes such person as may be prescribed;

“prescribed property” means any prescribed non-residential property or any property belonging to a prescribed class of non-residential property, and includes any part of such property;

“prescribed tenant-occupier” or “PTO” means a tenant of any prescribed property who satisfies the prescribed criteria and who is an occupier of the property;

“property” includes any part of the property;

“PTO’s landlord” means the landlord of a PTO;

“PTO chain”, for a PTO of a prescribed property, means a chain of landlords and tenants of that property ending with the PTO;

“public scheme” means the public scheme for the giving of cash grants to mitigate rental costs, that is part of the Budget Statement of the Government dated 26 May 2020;

“Registrar” means the Registrar of rental relief assessors appointed under section 19K, and includes any Deputy Registrar of rental relief assessors exercising the functions of the Registrar;

“relevant period” means the period starting on 1 April 2020 and ending on the prescribed date;

*[Act 37 of 2020 wef 18/11/2020]*

“rent” includes licence fee and any matter that is prescribed as being rent, but excludes any service charge and maintenance charge and any other matter that is prescribed as not being rent;

“rental relief assessor” means a person appointed to the panel of rental relief assessors under section 19L;

*[Deleted by Act 37 of 2020 wef 18/11/2020]*

“statutory repayment schedule” means a repayment schedule described in section 19P;

“tenant”, for any property, includes a lessee, sub-lessee, licensee or sub-licensee for that property, but excludes a person or class of persons prescribed as not being a tenant or tenants.

(2) In this Part (except in relation to a prescribed property owned by the Government, statutory board or prescribed person in section 19F(7) in relation to which a nominal notice mentioned in that provision is issued), “owner”, for any property, has the meaning given by section 2(1) of the Property Tax Act (Cap. 254) and includes a person that is deemed to be an owner of the property under any provision of that Act.

*[Act 29 of 2020 wef 31/07/2020]*

### **Lease agreement to which this Part applies**

**19C.**—(1) This Part applies to a lease agreement for a prescribed property that is in force during the relevant period (or any part of it) and —

- (a) is entered into, or renewed, before 25 March 2020; or
- (b) is entered into before 25 March 2020, and is renewed on or after 25 March 2020, either automatically or in exercise of a right of renewal in the lease agreement.

(2) This Part binds the Government.

*[Act 23 of 2020 wef 31/07/2020]*

### *Division 2 — Rental relief in connection with cash grant under public scheme*

#### **Cash grant under public scheme**

**19D.**—(1) The Authority may disburse to the owner of a prescribed property a cash grant pertaining to a PTO of that property under the terms of the public scheme.

(2) There is no appeal from the Authority's decision whether or not to disburse a cash grant to, or for the benefit of, any person under the terms of the public scheme.

*[Act 29 of 2020 wef 31/07/2020]*

### **Recovery of cash grant by Authority and consequences**

**19E.** Regulations may be made under section 19X for the following purposes:

- (a) to enable the Authority to recover from any person (in whole or in part) any cash grant disbursed under the public scheme, on the grounds specified in the regulations;
- (b) to provide for the reversal of the whole or a part of any rental relief or additional rental relief under section 19H(1) or 19J(1) as a result of the recovery of the cash grant or a part of it, and to enable the recovery by a landlord of the whole or a part of an amount received by a tenant under section 19H(2)(d) or 19J(2)(d).

*[Act 29 of 2020 wef 31/07/2020]*

### **Notice of cash grant**

**19F.—**(1) Before the Authority disburses to the owner of a prescribed property a cash grant pertaining to a PTO of that property under the terms of the public scheme, the Authority must issue to the owner a notice of cash grant.

(2) The notice of cash grant need not specify the PTO's name but must specify the address of the PTO at the prescribed property.

(3) The owner must, within a prescribed time after the owner's receipt of the notice of cash grant, serve a copy of the notice —

- (a) where the owner is the PTO's landlord — on the PTO and such other person as may be prescribed; or
- (b) where the owner is not the PTO's landlord — on the owner's tenant in the PTO chain, and such other person as may be prescribed.

(4) A tenant who is served a copy of the notice of cash grant under subsection (3) or this subsection must, within a prescribed time after

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the tenant's receipt of the copy of notice, serve a further copy of the notice —

- (a) where the tenant is the PTO's landlord — on the PTO and such other person as may be prescribed; or
- (b) where the tenant is not the PTO's landlord — on the tenant of the firstmentioned tenant that is part of the PTO chain, and such other person as may be prescribed.

(5) A person who, without reasonable excuse, contravenes subsection (3) or (4) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

(6) The Authority may, on the request of any landlord or tenant of a prescribed property, issue to the landlord or tenant a copy of the notice of cash grant pertaining to any PTO of that property.

(7) Where the Government, a statutory board or a prescribed person is the owner of a prescribed property, then, for the purpose of enabling the provisions of this Part to operate in relation to that prescribed property —

- (a) the Authority may issue a nominal notice to the Government, statutory board or prescribed person (as the case may be) under this section, even though no cash grant will be disbursed to the Government, statutory board or prescribed person under the public scheme; and
- (b) where paragraph (a) applies, a reference in this Part to a notice of cash grant is a reference to a nominal notice mentioned in that paragraph.

*[Act 29 of 2020 wef 31/07/2020]*

### **Moratorium on rent recovery**

**19G.**—(1) Despite any law or anything in any lease agreement in a PTO chain for a prescribed property, a PTO's landlord or a prescribed landlord in the PTO chain (called in this section the applicable landlord) may not take any of the actions described in subsection (2) in respect of the applicable landlord's tenant during the moratorium period described in subsection (3) in relation to the non-payment of

rent under the lease agreement between the applicable landlord and the tenant.

- (2) The actions mentioned in subsection (1) are —
- (a) the commencement or continuation of an action in a court against the tenant or the tenant's guarantor or surety;
  - (b) the commencement or continuation of arbitral proceedings under the Arbitration Act (Cap. 10) against the tenant or the tenant's guarantor or surety;
  - (c) the making of an application under section 210(1) of the Companies Act (Cap. 50) for a meeting of creditors to be summoned to approve a compromise or an arrangement in relation to the tenant or the tenant's guarantor or surety;
  - (d) the making of an application for a judicial management order in relation to the tenant or the tenant's guarantor or surety;
  - (e) the making of an application for the winding up of the tenant or the tenant's guarantor or surety;
  - (f) the making of a bankruptcy application against the tenant or the tenant's guarantor or surety;
  - (g) the appointment of a receiver or manager over any property or undertaking of the tenant or the tenant's guarantor or surety;
  - (h) the commencement or levying of execution, distress or other legal process against any property of the tenant or the tenant's guarantor or surety;
  - (i) the termination of the lease agreement;
  - (j) the exercise of a right of re-entry or forfeiture under the lease agreement, or the exercise of any other right that has a similar outcome;
  - (k) the withholding of utility services or other services from the tenant; and
  - (l) such other action as may be prescribed.

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(3) The moratorium period mentioned in subsection (1) starts on the date of commencement of section 15 of the COVID-19 (Temporary Measures) (Amendment) Act 2020 and ends on the earlier of the following:

- (a) the date a notice of cash grant pertaining to the PTO is issued by the Authority to the owner of the prescribed property under the terms of the public scheme;
- (b) the prescribed date.

(4) Sections 5(5), (7), (9), (10) and (11) and 8 apply with the necessary modifications in relation to an action mentioned in subsection (2) as they apply in relation to an action mentioned in section 5(3), and for this purpose —

- (a) a reference to the subject inability is to the non-payment of rent;
- (b) a reference to the period mentioned in section 5(7) is to the moratorium period; and
- (c) a reference to section 5(2) is to subsection (1).

(5) Any of the following, namely:

- (a) proceedings before a court;
- (b) arbitral proceedings under the Arbitration Act;
- (c) such other proceedings as may be prescribed,

in relation to the non-payment of rent, that are pending at the start of the moratorium period, must be stayed on the application by the tenant to the court, arbitral tribunal or other person or body before which the proceedings are brought, until the end of the moratorium period.

(6) To avoid doubt, this section does not affect the other rights and obligations of the applicable landlord and the tenant under the lease agreement.

*[Act 29 of 2020 wef 31/07/2020]*

**Rental relief**

**19H.**—(1) Subject to Division 4 and the regulations mentioned in section 19E, on the date the owner of a prescribed property receives a notice of cash grant pertaining to a PTO of that property, the following (called in this Division the rental relief) are treated as waived:

- (a) the prescribed amount of rent payable for a prescribed period in the relevant period under a lease agreement for the property between each tenant of that property in the PTO chain and that tenant's landlord;
  - (b) any interest or other charge (however described) payable under the lease agreement on the amount waived under paragraph (a).
- (2) If subsection (1) applies, then, despite any law or anything in the lease agreement —
- (a) the tenant is not liable for rent that is payable under the lease agreement for the prescribed period of an amount up to the prescribed amount, and for any interest or other charge on that amount;
  - (b) if the tenant has already paid to the tenant's landlord any rent for all or any part of the prescribed period (including any interest or other charge on such rent) under the lease agreement, then the rent payable by the tenant for the remaining period of the lease agreement is reduced by the amount paid up to the prescribed amount (called in this section the deductible amount), in the order described in paragraph (c);
  - (c) for the purposes of paragraph (b), the rent payable for the earliest period of time under the lease agreement is reduced first, followed by the rent payable for the next earliest period and so on; and
  - (d) if paragraph (b) is inapplicable, or there is any balance of the deductible amount remaining after any reduction under that paragraph, the tenant's landlord must immediately refund to the tenant the deductible amount or the balance,

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and the deductible amount or the balance is recoverable from the tenant's landlord as a debt due to the tenant.

(3) To avoid doubt, the amount of rental relief given under this section to a tenant of a prescribed property is not limited to or determined by the amount of cash grant disbursed under the terms of the public scheme that pertains to a PTO of the property.

*[Act 29 of 2020 wef 31/07/2020]*

### **Authority's request for information or documents**

**19I.**—(1) The Authority may, by written notice to the owner of a prescribed property, or any landlord or tenant of a prescribed property, require that person to provide, within the time specified in the notice, such information or document as the Authority may reasonably require for the purposes of administering the public scheme.

(2) Any person who receives the notice must comply with the notice.

(3) A person who, without reasonable excuse, fails to comply with subsection (2) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

*[Act 29 of 2020 wef 31/07/2020]*

### *Division 3 — Additional rental relief*

#### **Additional rental relief**

**19J.**—(1) Subject to Division 4 and the regulations mentioned in section 19E, on the date the owner of a prescribed property receives a notice of cash grant pertaining to a PTO of that property, the following (called in this Part the additional rental relief) are also treated as waived:

- (a) the prescribed amount of rent that is payable for a prescribed period in the relevant period under a lease agreement between each tenant of that property in the PTO chain and that tenant's landlord;

*[Act 30 of 2020 wef 31/07/2020]*

(b) any interest or other charge (however described) payable under the lease agreement on the amount waived under paragraph (a).

(2) If subsection (1) applies, then, despite any law or anything in the lease agreement —

(a) the tenant is not liable for rent that is payable under the lease agreement for the prescribed period of an amount up to the prescribed amount, and for any interest or other charge on that amount;

*[Act 30 of 2020 wef 31/07/2020]*

(b) if the tenant has already paid to the tenant's landlord any rent for all or any part of the prescribed period (including any interest or other charge on such rent) under the lease agreement, then the rent payable by the tenant for the remaining period of the lease agreement is reduced by the amount paid up to the prescribed amount (called in this section the deductible amount), in the order described in paragraph (c);

*[Act 30 of 2020 wef 31/07/2020]*

(c) for the purposes of paragraph (b), the rent payable for the earliest period of time under the lease agreement is reduced first, followed by the rent payable for the next earliest period and so on; and

(d) if paragraph (b) is inapplicable, or there is any balance of the deductible amount remaining after any reduction under that paragraph, the tenant's landlord must immediately refund to the tenant the deductible amount or the balance, and the deductible amount or the balance is recoverable from the tenant's landlord as a debt due to the tenant.

(3) To avoid doubt, the amount of additional rental relief given under this section to a tenant of a prescribed property is not limited to or determined by the amount of cash grant disbursed under the terms of the public scheme that pertains to a PTO of the property.

*[Act 29 of 2020 wef 31/07/2020]*

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*Division 4 — Reversal or reduction of rental relief and additional rental relief*

**Registrar of rental relief assessors**

**19K.**—(1) The Minister is to appoint a Registrar of rental relief assessors.

(2) The Minister may, in addition, appoint Deputy Registrars of rental relief assessors.

(3) Subject to regulations made under section 19X, all the powers and duties conferred and imposed on the Registrar may be exercised by a Deputy Registrar.

*[Act 29 of 2020 wef 31/07/2020]*

**Panel of rental relief assessors**

**19L.** For the purposes of section 19M, the Minister must appoint a panel of rental relief assessors comprising such number of persons who satisfy the requirements prescribed for the purposes of this section.

*[Act 29 of 2020 wef 31/07/2020]*

**Administrative support services, etc.**

**19LA.**—(1) The Singapore Land Authority, established by section 3 of the Singapore Land Authority Act (Cap. 301), has the functions and duties of —

- (a) assisting the Minister in, or otherwise facilitating, the Minister's appointment of the Registrar of rental relief assessors, Deputy Registrars of rental relief assessors and the panel of rental relief assessors; and
- (b) establishing the registry through which the Registrar of rental relief assessors, Deputy Registrars of rental relief assessors and rental relief assessors may carry out their functions and duties under this Division, and providing administrative support services to enable those persons to carry out, or otherwise to facilitate their carrying out, those functions and duties.

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(2) The Singapore Land Authority, in carrying out the functions and duties under subsection (1), is taken to be carrying out a function or duty under the Singapore Land Authority Act.

*[Act 6 of 2021 wef 01/03/2021]*

### **Application for determination**

**19M.**—(1) This section applies when the owner of a prescribed property receives a notice of cash grant pertaining to a tenant that is purportedly a PTO of that property (called in this Division the subject tenant).

(2) Any landlord (including the owner) or tenant of the property in the PTO chain (called in this Division the applicant) may, within the prescribed time, apply in the prescribed form and manner to the Registrar to appoint a rental relief assessor to make any of the determinations mentioned in subsection (3) or (4), as applicable.

(3) If the applicant is a landlord, the determinations are —

- (a) whether the subject tenant satisfies the prescribed criteria for a PTO;
- (b) whether the subject tenant (being a PTO) satisfies the prescribed additional criteria for the additional rental relief; and
- (c) whether the applicant satisfies the prescribed criteria for a reduction of the additional rental relief.

(4) If the applicant is either a landlord or tenant, the determinations are —

- (a) the actual amount of the rent under the lease agreement; and
- (b) the actual amount of any component of the formula used to compute the prescribed amount of rent that is waived under section 19H or 19J in the particular case.

(5) An application for a determination mentioned in subsection (4) may not be made if —

- (a) proceedings before a court or an arbitral tribunal have commenced in relation to the matter in question; or

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(b) a judgment of a court, an arbitral award, a compromise or a settlement has been given or made in relation to the matter in question.

(6) A copy of the application under subsection (2) must be served within the prescribed time on all the landlords (including the owner) and tenants of the property in the PTO chain and such other person as may be prescribed.

(7) The Registrar may, for the purposes of deciding whether to appoint a rental relief assessor to determine the application, request the applicant to provide further information within the time specified by the Registrar.

(8) The Registrar may reject an application if —

(a) the application is incomplete or otherwise not made in accordance with subsection (2);

(b) the applicant fails to satisfy the Registrar that subsection (6) is complied with;

(c) the applicant fails to comply with the Registrar's request under subsection (7);

(d) the Registrar reasonably suspects that any information provided by the applicant to the Registrar is false or misleading in a material particular;

(e) it appears to the Registrar, from the application or any information provided by the applicant, that the application is frivolous or an abuse of process; or

(f) where the application is for a determination mentioned in subsection (4) — it appears to the Registrar, from the application or any information provided by the applicant under subsection (7), that the application is made in breach of subsection (5).

(9) Unless the Registrar rejects an application under subsection (8), the Registrar must appoint a rental relief assessor to determine the application and must serve a notice of the appointment on the applicant and the persons mentioned in subsection (6).

*[Act 30 of 2020 wef 30/09/2020]*

**Assessor's determination**

**19N.**—(1) On an application under section 19M, the rental relief assessor must make a determination whether —

- (a) in the case mentioned in section 19M(3)(a) — the subject tenant satisfies the prescribed criteria for a PTO;
- (b) in the case mentioned in section 19M(3)(b) — the subject tenant (being a PTO) satisfies the prescribed additional criteria for the additional rental relief;
- (c) in the case mentioned in section 19M(3)(c) — the applicant satisfies the prescribed criteria for a reduction of the additional rental relief;
- (d) in the case mentioned in section 19M(4)(a) — the actual amount of the rent under the lease agreement; or
- (e) in the case mentioned in section 19M(4)(b) — the actual amount of the component of the formula in question.

*[Act 30 of 2020 wef 30/09/2020]*

(2) For the purpose of subsection (1)(a), a notice by an officer of the Authority that a tenant is or is not a PTO is prima facie evidence of that fact.

(3) The assessor's determination is binding on all the landlords (including the owner) and tenants of the property in the PTO chain and all parties claiming under or through them, and such other person as may be prescribed.

(4) There is no appeal from an assessor's determination.

(5) Sections 14, 15 and 15A apply to proceedings before a rental relief assessor under this section as if a reference to an assessor in those sections is a reference to a rental relief assessor.

(6) Sections 16 and 17 apply to the Registrar or a rental relief assessor when carrying out his or her functions and duties under this Part as they apply to the Registrar of assessors or an assessor mentioned in Part 2 when carrying out his or her functions and duties under Part 2.

(7) The Registrar must notify the Authority of any application made under section 19M and the outcome of that application, within such

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time and in such manner as may be agreed between the Registrar and the Authority.

*[Act 29 of 2020 wef 31/07/2020]*

(8) Subsection (7) does not apply to an application for a determination mentioned in section 19M(4).

*[Act 30 of 2020 wef 30/09/2020]*

### **Reversal or reduction of additional rental relief**

**19O.**—(1) If a rental relief assessor determines under section 19N(1)(a) that the subject tenant does not satisfy the prescribed criteria for a PTO, then —

- (a) every tenant of the property in the PTO chain is liable to the tenant's landlord for the amounts waived under sections 19H(1) and 19J(1) for the tenant with effect from the respective dates such amounts would have been due under, and to the extent provided by, the lease agreement between the tenant and the tenant's landlord as if those provisions did not apply; and
- (b) any amount received by the tenant from the tenant's landlord under section 19H(2)(d) or 19J(2)(d) is recoverable from the tenant as a debt due to the tenant's landlord.

(2) If a rental relief assessor determines under section 19N(1)(b) that the subject tenant does not satisfy the prescribed additional criteria for the additional rental relief, then —

- (a) every tenant is liable to the tenant's landlord for the amount waived for the tenant under section 19J(1) with effect from the date such amount would have been due under, and to the extent provided by, the lease agreement between the tenant and the tenant's landlord as if that provision did not apply; and
- (b) any amount received by the tenant from the tenant's landlord under section 19J(2)(d) is recoverable from the tenant as a debt due to the tenant's landlord.

(3) If a rental relief assessor determines under section 19N(1)(c) that the applicant (being a landlord) satisfies the prescribed criteria

for a reduction of the additional rental relief, then the prescribed amount mentioned in section 19J(1)(a) that applies to the applicant is reduced by a prescribed proportion, and subsections (1)(b) and (2) of section 19J are to apply accordingly.

*[Act 29 of 2020 wef 31/07/2020]*

*[Act 30 of 2020 wef 30/09/2020]*

### *Division 5 — Statutory repayment schedule*

#### **Statutory repayment schedule**

**19P.**—(1) A PTO of any prescribed property who satisfies the additional criteria prescribed for the additional rental relief may, by written notice, elect to pay the outstanding rent payable under the PTO’s lease agreement for the prescribed property and any interest or other charge (however described) on the outstanding rent in accordance with a statutory repayment schedule described in subsection (2).

(2) A statutory repayment schedule is a schedule for the repayment of the outstanding rent and interest or other charge mentioned in subsection (1) that satisfies all of the following conditions:

(a) the outstanding rent is for any period during the period starting on 1 February 2020 and ending on the prescribed date only;

*[Act 37 of 2020 wef 18/11/2020]*

(b) subject to paragraph (c), if any interest or other charge (however described) is payable on the outstanding rent under the lease agreement (called in this section the contractual interest rate), then —

(i) where the contractual interest rate does not exceed the prescribed interest rate (or amount) — the interest or other charge on the outstanding rent is computed at the contractual interest rate or at such lower interest rate (or amount) as the PTO and the PTO’s landlord may agree upon; or

(ii) where the contractual interest rate exceeds the prescribed interest rate (or amount) — the interest or other charge on the outstanding rent is computed

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at the prescribed interest rate (or amount) or at such lower interest rate (or amount) as the PTO and the PTO's landlord may agree upon;

- (c) interest or other charge is not payable on any interest or other charge mentioned in paragraph (b);
- (d) the maximum repayment period provided in the schedule is the shorter of the following:
  - (i) a period not exceeding a prescribed period;
  - (ii) the remaining period of the lease agreement;
- (e) the schedule provides for the payment of the outstanding rent mentioned in paragraph (a) (together with the interest or other charge (if any) mentioned in paragraph (b)) in equal repayment instalments for each month in the repayment period;
- (f) the payment of the first repayment instalment under the schedule starts after the service of the written notice mentioned in subsection (1) and no later than the prescribed date;
- (g) any other prescribed condition.

(3) The written notice mentioned in subsection (1) must be served on the following on or before the prescribed date:

- (a) the PTO's landlord;
- (b) any guarantor or surety for the PTO's obligation in the lease agreement;
- (c) such other person as may be prescribed.

*[Act 37 of 2020 wef 18/11/2020]*

(4) Upon service of the written notice on the PTO's landlord, the statutory repayment schedule forms part of the lease agreement, and prevails over any term of the lease agreement to the extent of any inconsistency between them.

(5) In this section, "outstanding rent" means the aggregate of rent payable under the lease agreement for the period starting on 1 February 2020 and ending on the prescribed date that is

outstanding (after the amount of rent waived under Divisions 2 and 3 and any payment made by the PTO), up to a prescribed amount.

*[Act 29 of 2020 wef 31/07/2020]*

*[Act 37 of 2020 wef 18/11/2020]*

### **When statutory repayment schedule ceases to apply**

**19Q.**—(1) Upon the occurrence of any of the events mentioned in subsection (2) —

- (a) the statutory repayment schedule ceases to have effect;
- (b) the following become immediately payable:
  - (i) the amount of rent that remains outstanding under the statutory repayment schedule (called in this section the outstanding rental arrears) on the date of the occurrence of the event;
  - (ii) all interest and other charges that would have accrued on the outstanding rental arrears under the lease agreement as of the date of the occurrence of the event had the schedule not formed part of the lease agreement, less any interest paid on those arrears pursuant to the schedule; and
- (c) the PTO's landlord is entitled to exercise any of the landlord's rights under the lease agreement for non-payment of rent and the interest and other charges mentioned in paragraph (b)(ii).

(2) The following are the events mentioned in subsection (1):

- (a) the PTO fails to pay a repayment instalment under the statutory repayment schedule within a prescribed time after the date the instalment becomes due under the schedule;
- (b) the PTO terminates or repudiates the lease agreement during the repayment period in the statutory repayment schedule;
- (c) the PTO landlord terminates the lease agreement for any default by the PTO other than a failure mentioned in paragraph (a).

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(3) On a written demand by the PTO's landlord, the PTO must submit the prescribed documents to the PTO's landlord within the prescribed time (or such longer time as specified in the demand) if —

(a) subsection (2)(b) or (c) applies; and

(b) at the time of the termination or repudiation of the lease agreement, 2 or more repayment instalments remain outstanding under the statutory repayment schedule.

(4) A person who, without reasonable excuse, contravenes subsection (3) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000.

(5) In subsection (3), “documents” includes a statutory declaration.

*[Act 29 of 2020 wef 31/07/2020]*

### *Division 6 — Security deposit*

#### **Application of this Division**

**19R.**—(1) This Division applies to a security deposit given by (or on behalf of) a PTO of any prescribed property to the PTO's landlord to secure the payment of rent or the performance of any other obligation of the PTO under the lease agreement for that property.

(2) This Division prevails over any term of the lease agreement to the extent of any inconsistency between them.

*[Act 29 of 2020 wef 31/07/2020]*

#### **Restriction on draw down of security deposit**

**19S.**—(1) This section restricts the entitlement of the PTO's landlord to draw down the security deposit —

(a) to discharge any outstanding rent or other moneys (including any interest or other charge (however described) on such rent or other moneys) payable for any period during the specified period; or

(b) for any other default during the specified period.

(2) During the period starting on the appointed date and ending on the prescribed date, the landlord's entitlement to draw down the security deposit for any purpose mentioned in subsection (1) is

limited to the amount of the security deposit less an amount representing one month of rent.

*[Act 37 of 2020 wef 18/11/2020]*

(3) In this section and section 19T, a reference to rent is a reference to the amount of rent or other moneys that is used to determine the amount of the security deposit.

(4) In subsection (3) and section 19T(2) —

“appointed date” means the date of commencement of section 15 of the COVID-19 (Temporary Measures) (Amendment) Act 2020;

“specified period” means the period starting on 1 February 2020 and ending on the prescribed date.

*[Act 29 of 2020 wef 31/07/2020]*

*[Act 37 of 2020 wef 18/11/2020]*

### **Duty to replenish security deposit**

**19T.**—(1) This section applies where the PTO’s landlord draws down, during the specified period, the security deposit for any purpose mentioned in section 19S(1).

(2) Where the landlord makes a drawdown mentioned in subsection (1) during the period starting on 1 February 2020 and ending on the date immediately before the appointed date, the PTO must —

(a) in the case where the landlord draws down the security deposit fully — replenish the security deposit by an amount representing one month of rent; or

(b) in the case where the landlord draws down the security deposit partially and the balance of the security deposit is less than one month rent — replenish the security deposit so that the balance of the security deposit amounts to one month of rent.

(3) Subject to subsection (2), where the PTO gives a notice to the landlord under section 19P (on a statutory repayment schedule), the PTO’s obligation under the lease agreement to replenish the security deposit (after the landlord’s drawdown of the security deposit for any

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purpose mentioned in section 19S(1)) does not have effect until the earlier of the following:

- (a) the expiry of the prescribed period mentioned in section 19P(2)(d)(i);
- (b) the cessation of the statutory repayment schedule under section 19Q.

(4) To avoid doubt, subsection (3) does not impose any obligation on the PTO to replenish the security deposit if the lease agreement is not in force when —

- (a) the prescribed period mentioned in section 19P(2)(d)(i) expires; or
- (b) the statutory repayment schedule ceases to have effect under section 19Q.

*[Act 29 of 2020 wef 31/07/2020]*

### *Division 7 — Miscellaneous*

#### **Request for information or documents**

**19U.**—(1) For the purpose of determining whether a tenant of a prescribed property is a PTO or making an application under section 19M in respect of the PTO, a landlord (including the owner) of the property in the PTO chain may, by written notice to a tenant, require the tenant to provide, within a prescribed time, any prescribed information or document.

(2) Except where the tenant is under a statutory obligation to observe secrecy in relation to the information or the contents of the document sought, the tenant must comply with the notice mentioned in subsection (1).

(3) A tenant who, without reasonable excuse, fails to comply with subsection (2) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

(4) It is not a defence to a charge under subsection (1) for a tenant's failure to provide any prescribed information or document sought by the tenant's landlord under subsection (1), that the tenant is under a

duty of secrecy (other than a statutory duty of secrecy) in respect of the information or the contents of that document.

(5) A tenant who in good faith complies with the notice mentioned in subsection (1) is treated as not being in breach of that duty of secrecy despite any law or the terms of any contract.

*[Act 29 of 2020 wef 31/07/2020]*

### **Disapplication of section 6 of Income Tax Act**

**19V.** Section 6 of the Income Tax Act (Cap. 134) does not apply to the following:

- (a) the disclosure by the Comptroller of Income Tax to —
  - (i) the chief executive officer of the Inland Revenue Authority of Singapore established under section 3 of the Inland Revenue Authority of Singapore Act; or
  - (ii) an officer duly authorised by the chief executive officer,  
  
of any information required for the performance of the official duties of the chief executive officer or authorised officer in administering or facilitating the administration of the public scheme;
- (b) the disclosure by an officer of the Authority (including through a notice of cash grant) to the owner or any landlord or tenant of a prescribed property of information that is relevant for helping the recipient ascertain the recipient's rights and duties under this Part;
- (c) the disclosure by an officer of the Authority to the Registrar or a rental relief assessor of any information that pertains to whether a tenant satisfies the prescribed criteria for a PTO, or whether a landlord satisfies the prescribed criteria for a reduction of additional rental relief.

*[Act 29 of 2020 wef 31/07/2020]*

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**False declaration, etc.**

**19W.**—(1) A person who —

- (a) makes any declaration or statement, or provides any information or document, under or for the purposes of this Part that is false or misleading in a material particular; and
- (b) knows or ought reasonably to know that, or is reckless as to whether, the declaration, statement, information or document is false or misleading in a material particular,

shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 12 months or to both.

(2) Subsection (1) does not affect any right of recovery under section 19E or 19O.

*[Act 29 of 2020 wef 31/07/2020]*

**Regulations for this Part**

**19X.**—(1) The Minister may make regulations for or with respect to any matter that is required or permitted to be prescribed or that is necessary or convenient to be prescribed for carrying out or giving effect to this Part.

(2) Without limiting subsection (1), the regulations may —

- (a) provide for different amounts of the rental relief or additional rental relief for different tenants (or classes of tenants) and different prescribed properties (or classes of prescribed properties);
- (b) prescribe the methods for computing the rental relief and additional rental relief, including by providing different methods for computing such reliefs for different tenants (or classes of tenants) and different prescribed properties (or classes of prescribed properties);
- (ba) provide for different prescribed periods under section 19H or 19J for the rent payable for —
  - (i) different types of prescribed property; or

(ii) different parts of a prescribed property;

*[Act 30 of 2020 wef 31/07/2020]*

- (c) provide for different prescribed periods in section 19P(2)(d)(i) and prescribed amounts in section 19P(5) for different PTOs (or classes of PTOs);
- (d) prescribe the forms to be used and the information or documents to be provided for the purposes of this Part;
- (e) provide for the procedure and practice for a proceeding before a rental relief assessor, including requiring the proceedings to be held in private and the treatment of confidential information;
- (f) require a party to a proceeding before a rental relief assessor to make a statutory declaration in support of any matter for the purpose of the proceeding;
- (g) provide for the manner in which the Registrar or a rental relief assessor is to exercise his or her functions or perform his or her duties;
- (h) provide for the extension by the Registrar or a rental relief assessor of any time within which any document is to be filed or provided; and
- (i) provide for the manner of issue or service of any document and when a document is deemed served or received.

(3) Any regulation made under this section may make provision for or in relation to a matter by applying, adopting or incorporating by reference, with or without modification, any regulations made under section 19 or a part of any such regulations, as in force at a particular time or from time to time.

(4) The regulations made under this section may provide that any contravention of any provision of the regulations shall be an offence punishable with a fine not exceeding \$5,000 or with imprisonment for a term not exceeding 12 months or with both.

*[Act 29 of 2020 wef 31/07/2020]*

(5) Regulations made under this section for the purpose of prescribing the amount of rent waived under section 19H(1) or 19J(1) in relation to any prescribed property, the criteria for a PTO or

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the additional criteria that a PTO is to satisfy for the additional rental relief, may be made to operate retrospectively to a date before the issue of the notice of cash grant pertaining to a PTO of that property but not earlier than 31 July 2020.

*[Act 30 of 2020 wef 30/09/2020]*

*[Act 37 of 2020 wef 16/11/2020]*

(6) Regulations made under this section may, in respect of any retrospective regulations in subsection (5), also provide for the recovery by a party to a lease agreement of an amount from the other party that was paid to or withheld by the other party in reliance on section 19H or 19J and the regulations in force before the date the retrospective regulations were made.

*[Act 30 of 2020 wef 30/09/2020]*

### PART 3

## TEMPORARY RELIEF FOR FINANCIALLY DISTRESSED INDIVIDUALS, FIRMS AND OTHER BUSINESSES

### *Division 1 — Modifications relating to individuals and firms in financial distress*

#### **Modifications to Bankruptcy Act**

**20.**—(1) During the prescribed period, the Bankruptcy Act applies as if —

- (a) the reference in section 56B(2)(a) of that Act to “\$100,000” were a reference to “\$250,000”;
- (b) the reference in section 56L(a) of that Act to “\$100,000” were a reference to “\$250,000”;
- (c) the reference in section 56L(b) of that Act to “\$50,000” were a reference to “\$125,000”;
- (d) the reference in section 61(1)(a) of that Act to “\$15,000” were a reference to “\$60,000”;
- (e) the reference in section 62(a)(ii) of that Act to “21 days” were a reference to “6 months”;
- (f) the reference in section 63A of that Act to “21 days” were a reference to “6 months”;

- (g) the references in section 65(1A) of that Act to “21 days” were references to “6 months”;
  - (h) the reference in section 65(7)(a) of that Act to “\$100,000” were a reference to “\$250,000”; and
  - (i) the reference in section 67(3)(a) of that Act to “\$100,000” were a reference to “\$250,000”.
- (2) For the purposes of section 144 of the Bankruptcy Act, a bankrupt is not to be treated as having no reasonable ground of expectation of being able to pay a debt if the debt is incurred —
- (a) in the ordinary course of the bankrupt’s trade or business;
  - (b) during the prescribed period; and
  - (c) before the making of an application for voluntary arrangement or bankruptcy in respect of the bankrupt.

### **Modifications to Insolvency, Restructuring and Dissolution Act 2018**

**21.**—(1) During the prescribed period, the Insolvency, Restructuring and Dissolution Act 2018 applies as if —

- (a) the reference in section 289(2)(a) of that Act to “the prescribed amount” were a reference to “\$250,000”;
- (b) the reference in section 299(a) of that Act to “the prescribed amount mentioned in section 289(2)(a)” were a reference to “\$250,000”;
- (c) the reference in section 299(b) of that Act to “a prescribed amount” were a reference to “\$125,000”;
- (d) the reference in section 311(1)(a) of that Act to “\$15,000” were a reference to “\$60,000”;
- (e) the reference in section 312(a)(i) of that Act to “21 days” were a reference to “6 months”;
- (f) the reference in section 314 of that Act to “21 days” were a reference to “6 months”;
- (g) the references in section 316(2) of that Act to “21 days” were references to “6 months”; and

(h) the reference in section 316(9)(a) of that Act to “the prescribed amount” were a reference to “\$250,000”.

(2) For the purposes of section 415 of the Insolvency, Restructuring and Dissolution Act 2018, a bankrupt is not to be treated as having no reasonable ground of expectation of being able to pay a debt if the debt is incurred —

- (a) in the ordinary course of the bankrupt’s trade or business;
- (b) during the prescribed period; and
- (c) before the making of an application for voluntary arrangement or bankruptcy in respect of the bankrupt.

*Division 2 — Modifications relating to other businesses  
in financial distress*

**Modifications to Companies Act**

**22.**—(1) During the prescribed period, the Companies Act (including that Act as applied by the Variable Capital Companies Act 2018) applies as if —

- (a) the reference in section 254(2)(a) of the Companies Act to “\$10,000” were a reference to “\$100,000”; and
- (b) the reference in section 254(2)(a) of the Companies Act to “3 weeks” were a reference to “6 months”.

(2) For the purpose of section 339(3) of the Companies Act (including that provision as applied by the Variable Capital Companies Act 2018), an officer of the company or (as the case may be) an officer, the manager or the custodian of the variable capital company is not to be treated as having no reasonable or probable ground of expectation of the company or variable capital company being able to pay a debt if the debt is incurred —

- (a) in the ordinary course of the company’s or variable capital company’s business;
- (b) during the prescribed period; and
- (c) before the appointment of a judicial manager or liquidator of the company or variable capital company.

### **Modifications to Insolvency, Restructuring and Dissolution Act 2018**

**23.**—(1) During the prescribed period, the Insolvency, Restructuring and Dissolution Act 2018 (including that Act as applied by the Variable Capital Companies Act 2018) applies as if —

- (a) the reference in section 125(2)(a) of the Insolvency, Restructuring and Dissolution Act 2018 to “\$15,000” were a reference to “\$100,000”; and
- (b) the reference in section 125(2)(a) of the Insolvency, Restructuring and Dissolution Act 2018 to “3 weeks” were a reference to “6 months”.

(2) For the purpose of section 239(6) of the Insolvency, Restructuring and Dissolution Act 2018 (including that provision as applied by the Variable Capital Companies Act 2018), a company or variable capital company is not to be treated as incurring debts or other liabilities without reasonable prospect of meeting them in full if the debt or other liability is incurred —

- (a) in the ordinary course of the company’s or variable capital company’s business;
- (b) during the prescribed period; and
- (c) before the appointment of a judicial manager or liquidator of the company or variable capital company.

### **Modifications to Limited Liability Partnerships Act**

**24.**—(1) During the prescribed period, the Limited Liability Partnerships Act applies as if —

- (a) the reference in paragraph 3(2)(a) of the Fifth Schedule to that Act to “\$10,000” were a reference to “\$100,000”; and
- (b) the reference in paragraph 3(2)(a) of the Fifth Schedule to that Act to “3 weeks” were a reference to “6 months”.

(2) For the purpose of paragraph 93(3) of the Fifth Schedule to the Limited Liability Partnerships Act, an officer of the limited liability partnership is not to be treated as having no reasonable or probable

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ground of expectation of the limited liability partnership being able to pay a debt if the debt is incurred —

- (a) in the ordinary course of the business of the limited liability partnership;
- (b) during the prescribed period; and
- (c) before the appointment of a liquidator of the limited liability partnership.

### **Modifications to Business Trusts Act**

**25.** For the purpose of section 50(1) of the Business Trusts Act (Cap. 31A), an officer of the trustee-manager is not to be treated as having no reasonable or probable ground of expectation of the trustee-manager being able to pay a debt from the trust property of the registered business trust if the debt is incurred —

- (a) in the ordinary course of the business of the registered business trust;
- (b) during the prescribed period; and
- (c) before the passing of a resolution approving or directing the winding up, or the making of a court order directing the winding up, of the registered business trust.

### **Saving and transitional provisions**

**26.—**(1) Despite section 20(1)(a), section 56B(2)(a) of the Bankruptcy Act as in force immediately before the date of commencement of section 20(1)(a) continues to apply to or in relation to a bankruptcy application made before that date.

(2) Despite section 20(1)(b) and (c), section 56L(a) and (b) of the Bankruptcy Act as in force immediately before the date of commencement of section 20(1)(b) and (c) continues to apply to or in relation to a bankruptcy application made before that date.

(3) Despite section 20(1)(d), section 61(1)(a) of the Bankruptcy Act as in force immediately before the date of commencement of section 20(1)(d) continues to apply to or in relation to a bankruptcy application made before that date.

(4) Despite section 20(1)(e), section 62(a)(ii) of the Bankruptcy Act as in force immediately before the date of commencement of section 20(1)(e) continues to apply to or in relation to a statutory demand served before that date.

(5) Despite section 20(1)(f), section 63A of the Bankruptcy Act as in force immediately before the date of commencement of section 20(1)(f) continues to apply to or in relation to a statutory demand served before that date.

(6) Despite section 20(1)(g), section 65(1A) of the Bankruptcy Act as in force immediately before the date of commencement of section 20(1)(g) continues to apply to or in relation to a statutory demand served before that date.

(7) Despite section 20(1)(h), section 65(7)(a) of the Bankruptcy Act as in force immediately before the date of commencement of section 20(1)(h) continues to apply to or in relation to a bankruptcy application made before that date.

(8) Despite section 20(1)(i), section 67(3)(a) of the Bankruptcy Act as in force immediately before the date of commencement of section 20(1)(i) continues to apply to or in relation to a bankruptcy application made before that date.

(9) Despite section 21(1)(a), section 289(2)(a) of the Insolvency, Restructuring and Dissolution Act 2018 as in force immediately before the date of commencement of section 21(1)(a) continues to apply to or in relation to a bankruptcy application made before that date.

(10) Despite section 21(1)(b) and (c), section 299(a) and (b) of the Insolvency, Restructuring and Dissolution Act 2018 as in force immediately before the date of commencement of section 21(1)(b) and (c) continues to apply to or in relation to a bankruptcy application made before that date.

(11) Despite section 21(1)(d), section 311(1)(a) of the Insolvency, Restructuring and Dissolution Act 2018 as in force immediately before the date of commencement of section 21(1)(d) continues to apply to or in relation to a bankruptcy application made before that date.

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(12) Despite section 21(1)(e), section 312(a)(i) of the Insolvency, Restructuring and Dissolution Act 2018 as in force immediately before the date of commencement of section 21(1)(e) continues to apply to or in relation to a statutory demand served before that date.

(13) Despite section 21(1)(f), section 314 of the Insolvency, Restructuring and Dissolution Act 2018 as in force immediately before the date of commencement of section 21(1)(f) continues to apply to or in relation to a statutory demand served before that date.

(14) Despite section 21(1)(g), section 316(2) of the Insolvency, Restructuring and Dissolution Act 2018 as in force immediately before the date of commencement of section 21(1)(g) continues to apply to or in relation to a statutory demand served before that date.

(15) Despite section 21(1)(h), section 316(9)(a) of the Insolvency, Restructuring and Dissolution Act 2018 as in force immediately before the date of commencement of section 21(1)(h) continues to apply to or in relation to a bankruptcy application made before that date.

(16) Despite section 21(1)(h), section 318(3)(a) of the Insolvency, Restructuring and Dissolution Act 2018 as in force immediately before the date of commencement of section 21(1)(h) continues to apply to or in relation to a bankruptcy application made before that date.

(17) Despite section 22(1)(a) and (b), section 254(2)(a) of the Companies Act (including that provision as applied by the Variable Capital Companies Act 2018) as in force immediately before the date of commencement of section 22(1)(a) and (b) continues to apply to or in relation to a demand served on a company or variable capital company before that date.

(18) Despite section 23(1)(a) and (b), section 125(2)(a) of the Insolvency, Restructuring and Dissolution Act 2018 (including that provision as applied by the Variable Capital Companies Act 2018) as in force immediately before the date of commencement of section 23(1)(a) and (b) continues to apply to or in relation to a written demand served on a company or variable capital company before that date.

(19) Despite section 24(1)(a) and (b), paragraph 3(2)(a) of the Fifth Schedule to the Limited Liability Partnerships Act as in force immediately before the date of commencement of section 24(1)(a) and (b) continues to apply to or in relation to a demand served on a limited liability partnership before that date.

(20) Despite the expiry of the prescribed period or the expiry of Part 3, whichever is earlier —

- (a) section 20(1)(a), (b), (c), (h) and (i) continues to apply to or in relation to a bankruptcy application made during the prescribed period;
- (b) section 20(1)(e), (f) and (g) continues to apply to or in relation to a statutory demand served on a debtor during the prescribed period;
- (c) section 20(2) continues to apply to a bankrupt in respect of any debt incurred by the bankrupt during the prescribed period;
- (d) section 21(1)(a), (b), (c) and (h) continues to apply to or in relation to a bankruptcy application made during the prescribed period;
- (e) section 21(1)(e), (f) and (g) continues to apply to or in relation to a statutory demand served on a debtor during the prescribed period;
- (f) section 21(2) continues to apply to a bankrupt in respect of any debt incurred by the bankrupt during the prescribed period;
- (g) section 22(1)(b) continues to apply to or in relation to a demand served on a company or variable capital company during the prescribed period;
- (h) section 22(2) continues to apply to an officer of a company, or an officer or the manager or custodian of a variable capital company, in respect of debts contracted by the company or variable capital company during the prescribed period;

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- (i) section 23(1)(b) continues to apply to or in relation to a written demand served on a company or variable capital company during the prescribed period;
  - (j) section 23(2) continues to apply to a party to a wrongful trading in respect of debts or other liabilities incurred by a company or variable capital company during the prescribed period;
  - (k) section 24(1)(b) continues to apply to or in relation to a demand served on a limited liability partnership during the prescribed period;
  - (l) section 24(2) continues to apply to an officer of a limited liability partnership in respect of a debt contracted by the limited liability partnership during the prescribed period; and
  - (m) section 25 continues to apply to an officer of the trustee-manager of a registered business trust in respect of the contracting of a debt on behalf of the registered business trust during the prescribed period.

(21) The Minister may, by regulations, prescribe any additional provisions of a saving or transitional nature consequent on the enactment of any provision in this Part or the variation or expiry of the prescribed period or the expiry of this Part, as the Minister may consider necessary or expedient.

## PART 4

### TEMPORARY MEASURES FOR CONDUCT OF MEETINGS

#### **Alternative arrangements for meetings**

**27.—**(1) Where personal attendance at any meeting or class of meetings is provided for in any written law or legal instrument and the Minister considers that it would be necessary or expedient for the meeting or class of meetings to be convened, held or conducted in a manner other than that provided for in the written law or legal instrument to limit or prevent the spread of COVID-19, the Minister

may by order prescribe alternative arrangements for the meeting or class of meetings.

*[Act 30 of 2020 wef 29/09/2020]*

- (2) The alternative arrangements that may be prescribed include —
- (a) provision for a meeting to be convened, held or conducted, whether wholly or partly, by electronic communication, video conferencing, tele-conferencing or other electronic means;
  - (b) provision of a period of notice for a meeting;
  - (c) provision for the quorum for a meeting to be reduced to a specified number;
  - (d) provision for voting by electronic means at a meeting;
  - (e) provision for voting at a meeting to be made by proxy and for the number of proxies to be limited to a specified number;
  - (f) provision for the person who may be appointed as proxy for a meeting;
  - (g) provision for questions to be tabled at a meeting by any of the following means:
    - (i) in writing;
    - (ii) by electronic communication, video conferencing, tele-conferencing or other electronic means;
  - (h) provision for responses to questions mentioned in paragraph (g) to be communicated by electronic communication, video conferencing, tele-conferencing or other electronic means;
  - (i) provision for notices for a meeting and proxies to be used at a meeting, appointment forms for proxies for a meeting, and circulars and other documents relating to a meeting, to be given or sent by electronic communication or other electronic means;
  - (j) provision for notices for a meeting to supersede any previous notice that may have been given;

- (k) provision for a meeting to be deferred; and
- (l) any other measures that the Minister considers necessary or expedient.

(3) A meeting convened, held, conducted or deferred in accordance with the alternative arrangements prescribed by an order under subsection (1) is deemed to satisfy the requirements relating to the convening, holding, conduct or deferral of meetings under the relevant written law or legal instrument in respect of which the alternative arrangements were prescribed, despite anything to the contrary in any law or legal instrument.

(4) Any notice, form, circular or other document given or sent in accordance with the alternative arrangements prescribed by an order under subsection (1) is deemed to satisfy the requirements relating to the notice, form, circular or other document under the relevant written law or legal instrument in respect of which the alternative arrangements were prescribed, despite anything to the contrary in any law or legal instrument.

(5) An order under subsection (1) —

(a) *[Deleted by Act 30 of 2020 wef 29/09/2020]*

(b) must be published in the *Gazette*;

(c) may apply retrospectively to a date not earlier than 27 March 2020; and

*[Act 30 of 2020 wef 29/09/2020]*

(d) may provide for saving and transitional arrangements in respect of any of the alternative arrangements prescribed in the order.

*[Act 30 of 2020 wef 29/09/2020]*

(6) This section does not apply to proceedings of Parliament or the courts.

(7) In this section —

*[Deleted by Act 30 of 2020 wef 29/09/2020]*

“legal instrument” means —

- (a) in the case of a company incorporated under the Companies Act — the constitution of the company;
- (b) in the case of a variable capital company incorporated under the Variable Capital Companies Act 2018 — the constitution of the variable capital company;
- (c) in the case of a trust (including a business trust as defined in section 2 of the Business Trusts Act) — the trust deed of the trust;
- (d) in the case of a society registered under the Societies Act (Cap. 311) — the rules of the society;
- (e) in the case of a co-operative society registered under the Co-operative Societies Act (Cap. 62) — the by-laws of the co-operative society;
- (f) in the case of a school to which the Education Act (Cap. 87) applies — the constitution, written scheme or deed of trust in accordance with which the school is managed;
- (g) in the case of a mutual benefit organisation registered under the Mutual Benefit Organisations Act (Cap. 191) — the rules of the mutual benefit organisation;
- (h) in the case of a Town Council established under the Town Councils Act (Cap. 329A) — the standing orders of the Town Council;
- (i) in the case of a trade union registered under the Trade Unions Act (Cap. 333) — the rules of the registered trade union;
- (j) in the case of a society or unincorporated association not mentioned in paragraphs (a) to (i) — the rules of the society or unincorporated association;
- (k) in the case of an entity not mentioned in paragraphs (a) to (i) — the entity’s constituting

document, however called, and the entity's governing rules and regulations, where applicable; and

(l) any other legal instrument as may be prescribed, and includes a class of such legal instruments.

## PART 5

### TEMPORARY MEASURES FOR COURT PROCEEDINGS AND SYARIAH COURT PROCEEDINGS

#### **Conduct of court proceedings and Syariah Court proceedings using remote communication technology**

**28.**—(1) Despite any written law or rule of law requiring the presence of any accused person or any witness in any court proceedings (whether a trial, inquiry, appeal or other court proceedings) or the giving of evidence in person, a court may, if all the conditions specified in subsection (2) are satisfied, by order in those proceedings require an accused person or a witness —

- (a) to give evidence by means of a live video or live television link that is created using a remote communication technology approved by the Chief Justice; or
- (b) if the accused person or witness makes an appearance (other than to give evidence) in those proceedings, to so appear by means of a live video, live television link or live audio link that is created using a remote communication technology approved by the Chief Justice.

(2) The conditions mentioned in subsection (1) are —

- (a) in the case of an accused person, he or she makes an appearance or gives evidence —
  - (i) during the specified period; and
  - (ii) from a place within a court or a prison in Singapore, using the remote communication technology;
- (b) in the case of a witness (whether in Singapore or elsewhere), he or she makes an appearance or gives evidence during the specified period from a place specified

by the court using the remote communication technology, but only if he or she —

- (i) is an expert witness; or
  - (ii) is a witness of fact and the parties to the proceedings consent to the use of the remote communication technology; and
- (c) the court is satisfied that —
- (i) sufficient administrative and technical facilities and arrangements are made at the place where the accused person or witness is to make an appearance or to give evidence; and
  - (ii) it is in the interests of justice to do so.

(3) Despite any written law or rule of law requiring the presence of any witness in any action or proceeding in the Syariah Court, or the giving of evidence in person, the Syariah Court may, if all the conditions specified in subsection (4) are satisfied, by order in any action or proceeding, require the witness —

- (a) to give evidence by means of a live video or live television link that is created using a remote communication technology approved by the senior president of the Syariah Court; or
  - (b) if the witness makes an appearance (other than to give evidence) in that action or proceeding, to so appear by means of a live video, live television link or live audio link that is created using a remote communication technology approved by the senior president of the Syariah Court.
- (4) The conditions mentioned in subsection (3) are —
- (a) the witness (whether in Singapore or elsewhere) makes an appearance or gives evidence during the specified period from a place specified by the Syariah Court using the remote communication technology, but only if he or she —
    - (i) is an expert witness; or

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- (ii) is a witness of fact and the parties to the action or proceeding consent to the use of the remote communication technology; and
  - (b) the Syariah Court is satisfied that —
    - (i) sufficient administrative and technical facilities and arrangements are made at the place where the witness is to make an appearance or to give evidence; and
    - (ii) it is in the interests of justice to do so.
  - (5) An order made under subsection (1) or (3) may specify all or any of the following matters:
    - (a) the persons who may be present at the place where the accused person or witness is giving evidence;
    - (b) that a person be excluded from the place where the accused person or witness is giving evidence;
    - (c) the persons who must be able to be heard, or seen and heard, by the accused person or witness, and by the persons with the accused person or witness;
    - (d) the persons who must not be able to be heard, or seen and heard, by the accused person or witness, and by the persons with the accused person or witness;
    - (e) the persons who must be able to see and hear the accused person or witness, and the persons with the accused person or witness;
    - (f) the stages in the proceedings during which a specified part of the order is to have effect;
    - (g) any other order the court or the Syariah Court considers necessary in the interests of justice.
  - (6) The court or the Syariah Court may revoke, suspend or vary an order made under subsection (1) or (3) (as the case may be) if —
    - (a) the live video, live television link or live audio link stops working and it would cause unreasonable delay to wait until a working system becomes available;

- (b) it is necessary for the court or the Syariah Court to do so to comply with its duty to ensure that the proceedings are conducted fairly to the parties in the proceedings;
- (c) it is necessary for the court or the Syariah Court to do so, so that the accused person or witness can identify a person or a thing or so that the accused person or witness can participate in or view a demonstration or an experiment;
- (d) there has been a material change in the circumstances after the court or the Syariah Court has made an order; or
- (e) it is necessary in the interests of justice to do so.

(7) The court or the Syariah Court is not to make an order under subsection (1) or (3) (as the case may be) or include a particular provision in such an order, if to do so would be inconsistent with the duty of the court or the Syariah Court to ensure that the proceedings are conducted fairly to the parties to the proceedings.

(8) Appearance and evidence given by the remote communication technology in any proceedings in accordance with a court's order under subsection (1) or the Syariah Court's order under subsection (3) are taken to be appearance and evidence given in person in those proceedings and form part of the record of the proceedings of that court or the Syariah Court, as the case may be.

(9) Evidence given by an accused person or a witness, whether in Singapore or elsewhere through a live video or live television link by virtue of this section is deemed for the purposes of sections 193, 194, 195, 196 and 205 of the Penal Code as having been given in the action or proceedings in which it is given.

(10) Despite any written law or rule of law requiring the exercise of the jurisdiction or power of a court or the Syariah Court in a court house or any other place, a court or the Syariah Court may exercise its jurisdiction and have the powers conferred under any written law if —

- (a) in the case of court proceedings, such proceedings are conducted during the specified period using a remote communication technology approved by the Chief Justice; or

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- (b) in the case of any action or proceeding in the Syariah Court, such action or proceeding is conducted during the specified period using a remote communication technology approved by the senior president of the Syariah Court.

(11) For the purpose of section 5(1)(a) of the Administration of Justice (Protection) Act 2016 (Act 19 of 2016), a reference to the use in court, or to bringing into court, of any audio recorder, electronic device or other instrument for audio or visual recording or both includes a reference to the use in or bringing of such instrument into any place in Singapore from where —

- (a) a judge conducts court proceedings during the specified period using a remote communication technology approved by the Chief Justice;
- (b) an accused person or a witness makes an appearance or gives evidence during the specified period using such remote communication technology; or
- (c) any person participates in, views or listens to the court proceedings conducted during the specified period using such remote communication technology.

(12) For the purpose of section 54A(1) and (4) of the Administration of Muslim Law Act (Cap. 3), a reference to the use in court, or bringing into court, of a recording device includes a reference to the use in or bringing of such recording device into any place in Singapore from where —

- (a) a specified judge hears any action or proceeding during the specified period using a remote communication technology approved by the senior president of the Syariah Court;
- (b) a witness makes an appearance or gives evidence during the specified period using such remote communication technology; or
- (c) any person participates in, views or listens to the action or proceeding conducted during the specified period using such remote communication technology.

(13) The Minister, in consultation with the Chief Justice, may by order in the *Gazette* declare that this section ceases to apply in relation to all or any proceedings in any court.

(14) The Minister, in consultation with the Minister charged with the responsibility for the portfolio of the Minister for Culture, Community and Youth as regards Muslim affairs, may by order in the *Gazette* declare that this section ceases to apply in relation to all or any action or proceeding in the Syariah Court.

(15) In this section, unless the context otherwise requires —

“accused person” includes a person against whom proceedings for contempt of court under the Administration of Justice (Protection) Act 2016 have commenced;

“control measure” means any control order made under Part 7 or any of the following that is related to the infectious disease known as Coronavirus Disease 2019:

- (a) a notification given under section 17(1) of the Infectious Diseases Act;
- (b) an order made under section 17A(1) or (2) of that Act;
- (c) a notice given under section 18(1) of that Act;
- (d) a notice given under section 19(1)(a) of that Act;
- (e) an order made under section 20(1) of that Act;
- (f) a direction given under section 21(1) of that Act;
- (g) an order made under section 55(1)(g) or (i) of that Act;
- (h) regulations made under section 73 of that Act prescribing any measure prohibiting or limiting the meeting or gathering of individuals;

“court” means —

- (a) the Supreme Court constituted under Article 94 of the Constitution of the Republic of Singapore;

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- (b) any State Court constituted under section 3 of the State Courts Act (Cap. 321);
  - (c) any Family Court constituted under section 3 of the Family Justice Act 2014 (Act 27 of 2014); or
  - (d) any Youth Court constituted under section 3 of the Family Justice Act 2014;

“judge” has the meaning given by section 2(1) of the Administration of Justice (Protection) Act 2016;

“specified judge” means —

- (a) every president of the Syariah Court;
- (b) every ad-hoc president of the Syariah Court;
- (c) the registrar of the Syariah Court; and
- (d) every deputy registrar of the Syariah Court;

“specified period” means —

- (a) any period a control measure relating to COVID-19 is in force;
- (b) for the purposes of subsection (2), (10)(a) or (11), any further period that the Chief Justice determines is necessary or expedient in order to conduct court proceedings in a safe and efficient manner and to prevent the spread of COVID-19; or
- (c) for the purposes of subsection (4), (10)(b) or (12), any further period that the senior president of the Syariah Court determines is necessary or expedient in order to conduct the hearing of any action or proceeding in a safe and efficient manner and to prevent the spread of COVID-19;

“Syariah Court” means the Syariah Court constituted under section 34 of the Administration of Muslim Law Act.

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PART 6

TEMPORARY MEASURES CONCERNING  
REMISSION OF PROPERTY TAX

**Transfer of benefit in relation to property tax remitted**

**29.**—(1) This section applies in relation to any remission of property tax given by an order made under section 6(8) of the Property Tax Act (Cap. 254) in response to the COVID-19 epidemic or pandemic, that is prescribed as a remission to which this section applies (called in this section the prescribed remission), and applies whether the order was made before, on or after the date of commencement of this section.

(2) Where any property to which the prescribed remission relates is leased or licensed by the owner of the property (called in this Part the owner), in whole or in part, to a prescribed lessee or a prescribed licensee (called in this Part the tenant) for any part of the period to which the prescribed remission relates, then the owner must pass the benefit of the reduction in property tax on the property (called in this Part the benefit) to the tenant in the amount or to the extent, in the manner, and in or by the time, prescribed; and the tenant is entitled to the same.

(3) Without limiting subsection (2), the manner in which the benefit must be passed may be prescribed as a single method, or a combination of methods, including (but not limited to) the following:

- (a) a payment of money, whether as a lump sum or by way of instalments;
- (b) an off-set against or a reduction of the whole or any part of any rent or licence fee payable by the tenant to the owner.

(4) The owner must not subject the passing of the benefit to any condition (whether a condition precedent or subsequent), including any change to any term or condition of the lease or licence agreement with the tenant; and any such condition which the owner purports to impose is void.

(5) The owner must keep and retain in safe custody, for a period of 3 years after the end of the period to which the prescribed remission

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relates, records evidencing compliance by the owner with subsection (2).

(6) If the owner, without reasonable excuse, fails to pass the benefit to the tenant in accordance with subsection (2), or fails to comply with subsection (5), the owner shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000.

### **Disputes in relation to transfer of benefit**

**30.**—(1) This section applies to any dispute between the owner and tenant on any of the following matters (called in this Part the dispute):

- (a) whether the owner is required under section 29(2) to pass any benefit to the tenant;
- (b) the amount, extent, manner, or time of the passing of such benefit;
- (c) any non-compliance with section 29(2) by the owner.

(2) The owner or tenant may apply for the dispute to be heard and determined by a Valuation Review Panel (called in this Part the Panel) comprising one or 3 persons, as may be determined and appointed by the Chairman of the Valuation Review Board appointed under Part IV of the Property Tax Act.

(3) Each member of the Panel must be a member of the Valuation Review Board.

(4) Each member of the Panel is to be paid such salaries, fees and allowances as the Minister determines.

(5) An application under subsection (2) in relation to a remission must be made no later than the prescribed period, not being a period less than 12 months after the end of the period to which the remission relates.

(6) For the purpose of determining any application, the Panel has the powers, rights and privileges vested in a District Court on the hearing of an action, including —

- (a) the enforcement of the attendance of witnesses and their examination on oath or otherwise;

- (b) the compelling of the production of documents; and
- (c) the award of costs and expenses of and incidental to any proceedings before the Panel.

(7) A summons signed by the member comprising the Panel or a member of the Panel as may be authorised by the Panel (as the case may be), is equivalent to any formal procedure capable of being issued in an action for enforcing the attendance of witnesses and compelling the production of documents.

(8) A witness before the Panel is entitled to the same immunities and privileges as if the witness were a witness before a District Court.

(9) An application under this section must be determined, having regard to the nature and complexity of the dispute, as soon as is reasonably practicable.

(10) In making a determination on the dispute that is the subject of the application, the Panel may make any further directions that are necessary to give effect to the determination.

(11) If the owner or tenant is dissatisfied with the determination or any further direction of the Panel made under subsection (10), the owner or tenant may, within 21 days after the date of the determination, appeal to the High Court upon any question of law or mixed law and fact.

(12) The following apply to an appeal to the High Court:

- (a) the appeal to the High Court is by way of rehearing;
- (b) the appeal to the High Court must be brought in the manner provided by the Rules of Court;
- (c) the High Court, after hearing the appeal, may —
  - (i) confirm, vary or reverse the determination or further direction of the Panel appealed against; and
  - (ii) make such directions as the High Court thinks necessary or appropriate.

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**Enforcement of determination, etc., of Panel**

**31.**—(1) Subject to subsection (3), a determination and any further directions of the Panel under section 30 may, with leave of the court, be enforced in the same manner as a judgment or an order of the court to the same effect.

(2) Where leave of the court is so granted, judgment may be entered in the terms of the determination and further directions.

(3) Where an appeal to the High Court is brought under section 30(11) against a determination or any further direction of the Panel, the determination and further direction of the Panel must not be enforced under subsection (1) until the High Court makes its decision on the appeal or the appeal is withdrawn.

**Regulations for this Part**

**32.**—(1) The Minister may make regulations —

- (a) prescribing any matter required or permitted to be prescribed under this Part;
- (b) providing for the form and manner in which applications under section 30(2) are to be made;
- (c) providing for the procedure to be adopted by the Panel in determining applications and the records to be kept by the Panel;
- (d) providing for the places where and the times at which an application is to be heard by the Panel;
- (e) providing for the right of the Panel to make a determination and any further direction in the absence of the owner or tenant;
- (f) providing for any matter which the Minister considers incidental or expedient for the proper and efficient conduct of proceedings before the Panel;
- (g) prescribing the fees to be paid in respect of an application under section 30(2);

- (h) exempting any person from any requirement under this Part, whether in whole or in part;  
*[Act 37 of 2020 wef 16/11/2020]*
- (ha) for the purpose of accounting for any rental relief or additional rental relief to which a tenant of any property is entitled under Part 2A —
- (i) to treat the whole or part of the benefit that the owner of the property has yet to pass to the tenant by the prescribed time under section 29(2), as having already been passed to the tenant by a date specified in the regulations;
  - (ii) to provide that the Panel, when making a determination under section 30, must take into account the benefit that is treated by a regulation made pursuant to sub-paragraph (i) as having been passed to the tenant;
  - (iii) to treat the whole or part of the benefit that the Panel has determined under section 30 that the owner is required to pass to the tenant, as having already been passed to the tenant by a date specified in the regulations; and
  - (iv) to provide for the recovery by the owner of the whole or part of the benefit that the owner has already passed to the tenant after the prescribed time in section 29(2) in reliance on the regulations in force before the date of the making of a regulation pursuant to this sub-paragraph, or pursuant to a determination of the Panel;  
*[Act 37 of 2020 wef 16/11/2020]*
- (hb) to provide for the recovery by the owner of a property from a tenant of the property of the whole or part of the benefit that was passed to the tenant under specified circumstances; and  
*[Act 37 of 2020 wef 16/11/2020]*

- (i) providing for any other matter that is necessary or convenient to be prescribed for carrying out or giving effect to this Part.

*[Act 37 of 2020 wef 16/11/2020]*

(2) Regulations made under this section for the purpose of prescribing the amount or extent of the benefit that the owner of any property has to pass to a tenant of the property, may be made to operate retrospectively but not earlier than 13 May 2020.

*[Act 37 of 2020 wef 16/11/2020]*

(3) Regulations made under this section may, in respect of any retrospective regulations in subsection (2), also provide for the recovery by the owner of any property from a tenant of the property of the whole or part of the benefit that was passed to the tenant in reliance on the regulations in force before the date the retrospective regulations in subsection (2) were made.

*[Act 37 of 2020 wef 16/11/2020]*

### **Consequential amendment to Property Tax Act**

**33.** Section 23(1) of the Property Tax Act is amended by deleting the words “15 members” and substituting the words “30 members”.

## **PART 7**

### **COVID-19 CONTROL ORDERS**

#### **Control order to prevent spread of COVID-19**

**34.—**(1) The Minister may make regulations (called in this Part a control order) for the purpose of preventing, protecting against, delaying or otherwise controlling the incidence or transmission of COVID-19 in Singapore if the Minister is satisfied that —

- (a) the incidence and transmission of COVID-19 in the community in Singapore constitutes a serious threat to public health; and
- (b) a control order is necessary or expedient to supplement the Infectious Diseases Act and any other written law.

(2) Without limiting subsection (1), a control order may make provision as follows:

- (a) to require people or certain people to stay at or in, and not leave, a specified place (whether or not a place of accommodation);
  - (b) to restrict movement of or contact between people, including prohibiting or limiting group activities or other activities of people within the specified place in paragraph (a), restricting the use of any facilities at that place and limiting movement to and from that place, whether by time or location;
  - (c) to require the doing of one or both of the following at a specified time, in a specified manner or to a specified extent, in relation to any premises or facility used to carry out any business, undertaking or work:
    - (i) close the premises or facility;
    - (ii) limit access to the premises or facility;
  - (d) to restrict the time, manner or extent for the carrying out of any business, undertaking or work, including prescribing restrictions on the maximum number of people, opening hours or facilities provided, for the carrying on of the business, undertaking or work;
  - (e) to prohibit or restrict the conduct of or participation in any event or gathering in any premises;
  - (f) to disapply any prohibition or restriction in paragraph (a), (b), (c), (d) or (e) to the extent specified in the control order or, where it is impracticable in the circumstances of the particular case for the Minister to make or amend any control order to this end, that is prescribed on the Internet website of the Government at <https://covid.gobusiness.gov.sg/essentialservices/>.
- (3) A control order remains in force until its expiry, its revocation or the date this Part ceases to be in force, whichever occurs first.  
*[Act 6 of 2021 wef 01/03/2021]*
- (4) A control order and any amendment thereof must be presented to Parliament as soon as possible after publication in the *Gazette*.

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(5) If a resolution is passed by Parliament annulling a control order or any part of it, or any amendment thereof, as from a specified date, the control order or that part or amendment of it ceases to have effect as from that date, but without affecting anything previously done under that control order or part.

(6) The Minister must, in addition, cause to be published every control order, and any amendment thereof, so as to bring it to the notice of all persons who may be affected by the control order.

(7) A person who, without reasonable excuse, contravenes a control order, commits an offence and shall be liable on conviction —

- (a) to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 6 months or to both; or
- (b) in the case of a second or subsequent offence, to a fine not exceeding \$20,000 or to imprisonment for a term not exceeding 12 months or to both.

(8) Where a control order is in force and it appears to the Minister that it is necessary to facilitate the deployment of any land, undertaking or other resources for the purpose of the control order, that necessity is deemed as a necessity for the maintenance of supplies and services essential to the life of the community, for the purposes of section 2 of the Requisition of Resources Act (Cap. 273).

(9) In this section, “premises” includes any place, building or part of a building, whether open or enclosed, and whether public or private.

### **Enforcement of control order**

**35.—**(1) The Minister may appoint the following persons as enforcement officers for the purposes of this Part, subject to any conditions or restrictions as the Minister thinks fit:

- (a) a police officer;
- (b) a Health Officer appointed under section 4(1)(a) or (b) of the Infectious Diseases Act;
- (c) a public officer;
- (d) an officer of a statutory body;

- (e) an auxiliary police officer;
- (f) an employee of a prescribed institution under the Infectious Diseases Act, except for the purposes of subsection (2)(b).

(2) Without affecting an offence under section 34(7), an enforcement officer may, for the purposes of enforcing compliance with a control order —

- (a) direct any individual or group of individuals to do one or more of the following:
  - (i) not to leave any premises as required by the control order;
  - (ii) to not enter, or to leave, any premises that is closed or entry to which is restricted by the control order;
  - (iii) to go to a specified place applicable to the individual or individuals, or for the time being to another place, or to take such other steps as may be required to comply with the control order;
  - (iv) to disperse; and
- (b) direct any person carrying on a business or undertaking, or any individual working, at any premises or facility (other than at the time, in the manner and to the extent permitted under the control order) to do one or more of the following:
  - (i) to stop carrying on the business or undertaking, and stop working, at the premises or facility;
  - (ii) to take steps to comply with the restrictions in the control order with respect to the carrying on of the business, undertaking or work;
  - (iii) to close or limit access to the premises or facility.

(3) A direction under subsection (2) may be given orally.

(4) If an oral direction is given —

- (a) to a group of individuals, it is deemed to have been given to each member of the group if the oral direction is made in a

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manner which is likely to be audible to all the members of the group or as many of them as reasonably practicable; and

- (b) to an officer, an employee, a manager, a partner or an agent of a person carrying on the business or undertaking, or working, at the premises or facility in subsection (2)(b), it is deemed to have been given to the person carrying on that business or undertaking at the premises or facility.

(5) An enforcement officer has all the powers of a Health Officer authorised under sections 55A, 55B and 57 of the Infectious Diseases Act for the purposes of ascertaining whether the control order is being complied with or investigating an offence under this Part, as the Health Officer has in relation to an offence under that Act.

(6) A police officer, or an enforcement officer appointed under subsection (1)(b), (c), (d) or (e) authorised in writing by the Minister, may arrest without warrant any person committing or who the police officer or enforcement officer has reason to believe has committed any offence under subsection (11) or section 34(7), and in so doing, the enforcement officer has the same powers as a Health Officer authorised under section 56 of the Infectious Diseases Act in relation to an arrest without warrant under that Act.

(7) An enforcement officer who, in the course of his or her duties under this Part, exercises any power as such, is treated as a public servant for the purposes of the Penal Code when exercising such power.

(8) No liability shall lie against an enforcement officer with respect to anything done or omitted to be done in good faith and with reasonable care in the discharge or purported discharge of the enforcement officer's functions and duties under this Part.

(9) An individual commits an offence if he or she, without reasonable excuse, refuses or fails to comply with a direction of an enforcement officer given to the individual under subsection (2)(a) or (b) or deemed to be given under subsection (4)(a).

(10) A body corporate, unincorporated association or partnership commits an offence if it, without reasonable excuse, refuses or fails to

comply with a direction of an enforcement officer given to it under subsection (2)(b) or deemed to be given under subsection (4)(b).

(11) A person who commits an offence under subsection (9) or (10) shall be liable on conviction —

- (a) to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 6 months or to both; or
- (b) in the case of a second or subsequent offence, to a fine not exceeding \$20,000 or to imprisonment for a term not exceeding 12 months or to both.

## PART 8

### CONTRACTS AFFECTED BY DELAY IN THE PERFORMANCE OR BREACH OF A CONSTRUCTION CONTRACT, SUPPLY CONTRACT OR RELATED CONTRACT

#### *Division 1 — Preliminary*

#### **Application**

**36.—**(1) This Part applies to a case where —

- (a) parties (none of whom is a prescribed person) entered into a contract (called in this Part the affected contract) that —
  - (i) falls within such description of contracts as may be prescribed;
  - (ii) is in force during the prescribed period (or any part of it); and
  - (iii) is, on or after 1 February 2020 and before the expiry of the prescribed period, affected in the prescribed manner by a delay in the performance by a party to a construction (or construction-related) contract or supply (or supply-related) contract, or a breach of such contract, where such delay or breach —
    - (A) occurs on or after 1 February 2020 and before the expiry of the prescribed period; and

(B) is to a material extent caused by a COVID-19 event; and

(b) other prescribed conditions are satisfied.

(2) This Part does not apply to such circumstances as may be prescribed by regulations made under section 39.

*[Act 30 of 2020 wef 30/09/2020]*

(3) In this section, “prescribed period” means a period prescribed under section 39 for the purposes of this Part.

*[Act 37 of 2020 wef 18/11/2020]*

### *Division 2 — Determination*

#### **Application for determination**

**37.—**(1) Subject to subsection (1A), a party to an affected contract (called in this section and section 37A *A*) may, within the prescribed time, apply in the prescribed form and manner to the Registrar to appoint an assessor to make a determination —

- (a) whether the case is one to which this Part applies; and
- (b) in a case to which this Part applies, whether it is just and equitable in the circumstances of the case —
  - (i) for any prescribed obligation or prescribed right under the contract to be performed or exercised in a manner other than in accordance with the terms of the contract; and
  - (ii) for any prescribed term in the contract to be varied, released or discharged.

*[Act 30 of 2020 wef 30/09/2020]*

(1A) *A* may not apply to the Registrar to appoint an assessor to make a determination under subsection (1) if, in relation to the prescribed obligation or prescribed right under the contract in question, or the prescribed term in the contract in question —

- (a) proceedings before a court have commenced against *A*;
- (b) arbitral proceedings under the Arbitration Act (Cap. 10) have commenced against *A*;

- (c) an adjudication application has been made under section 13(1) of the Building and Construction Industry Security of Payment Act (Cap. 30B) (called in this Part SOPA) for a claim against *A*; or
- (d) a judgment, an arbitral award or a determination, in relation to proceedings or an application mentioned in paragraph (a), (b) or (c), has been given or made.

*[Act 30 of 2020 wef 30/09/2020]*

(2) A copy of the application under subsection (1) must be served within the period specified in the regulations made under section 39 on —

- (a) the other party or parties to the affected contract; and
- (b) such other person as may be prescribed.

(2A) The Registrar may, for the purposes of deciding whether to appoint an assessor to determine an application, request *A* to provide further information within the time specified by the Registrar.

*[Act 30 of 2020 wef 30/09/2020]*

(2B) The Registrar may reject an application if —

- (a) the application is incomplete or otherwise not made in accordance with subsection (1);
- (b) *A* fails to satisfy the Registrar that subsection (2) is complied with;
- (c) *A* fails to comply with the Registrar's request under subsection (2A);
- (d) the Registrar reasonably suspects that any information provided by *A* to the Registrar is false or misleading in a material particular; or
- (e) it appears to the Registrar, from the application or any information provided by *A* in subsection (2A), that —
  - (i) the application is made in breach of subsection (1A);
  - (ii) the contract in question does not satisfy section 36(1)(a)(i), (ii) or (iii);

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- (iii) one or more of the parties to the contract in question is a prescribed person mentioned in section 36(1)(a);
  - (iv) the case does not satisfy the prescribed conditions under section 36(1)(b);
  - (v) the case comes within the circumstances mentioned in section 36(2);
  - (vi) the application does not disclose —
    - (A) any prescribed obligation or prescribed right under the contract in question; or
    - (B) any prescribed term in the contract in question; or
  - (vii) the application is frivolous or an abuse of process.

*[Act 30 of 2020 wef 30/09/2020]*

(3) Unless the Registrar rejects an application under subsection (2B), the Registrar must appoint an assessor to determine the application and must serve a notice of the appointment on the applicant and on all the parties mentioned in subsection (2).

*[Act 30 of 2020 wef 30/09/2020]*

*[Act 29 of 2020 wef 30/09/2020]*

## **Moratorium**

**37A.**—(1) Where *A* has made and served an application in accordance with section 37(1) and (2), then despite any law or anything in the affected contract, another party to the affected contract may not take any action described in subsection (2) in relation to the prescribed obligation or prescribed right under the contract, or the prescribed term in the contract, that is the subject of the application, during the moratorium period described in subsection (3).

(2) The actions mentioned in subsection (1) are —

- (a) the commencement or continuation of an action in a court against *A* or *A*'s guarantor or surety;

- (b) the commencement or continuation of arbitral proceedings under the Arbitration Act against *A* or *A*'s guarantor or surety;
  - (c) the making or continuation of an adjudication application under section 13(1) of SOPA for a claim against *A*;
  - (d) the enforcement of any security over any immovable property;
  - (e) the enforcement of any security over any movable property used for the purpose of a trade, business or profession;
  - (f) the making of an application under section 210(1) of the Companies Act (Cap. 50) for a meeting of creditors to be summoned to approve a compromise or an arrangement in relation to *A* or *A*'s guarantor or surety;
  - (g) the making of an application for a judicial management order in relation to *A* or *A*'s guarantor or surety;
  - (h) the making of an application for the winding up of *A* or *A*'s guarantor or surety;
  - (i) the making of a bankruptcy application against *A* or *A*'s guarantor or surety;
  - (j) the appointment of a receiver or manager over any property or undertaking of *A* or *A*'s guarantor or surety;
  - (k) the commencement or levying of execution, distress or other legal process against any property of *A* or *A*'s guarantor or surety, except with the leave of the court and subject to such terms as the court imposes;
  - (l) the repossession of any goods under any chattels leasing agreement, being goods used for the purpose of a trade, business or profession; and
  - (m) such other action as may be prescribed.
- (3) The moratorium period mentioned in subsection (1) starts on the date of service by *A* of the application in accordance with section 37(2) and ends on the earliest of the following:
- (a) the withdrawal by *A* of *A*'s application;

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- (b) the rejection of the application by the Registrar under section 37(2B);
  - (c) the date a determination is made under section 38(1)(a) that the case is not one to which this Part applies;
  - (d) the date any determination is made under section 38(1)(b).
- (4) Sections 5(5), (7), (9), (10) and (11) and 8, and the regulations under section 5(12), apply with the necessary modifications in relation to an action mentioned in subsection (2) as they apply in relation to an action mentioned in section 5(3), and for this purpose —
- (a) a reference to the subject inability is to the prescribed obligation or prescribed right under the affected contract, or the prescribed term in the affected contract, that is the subject of the application;
  - (b) a reference to the period mentioned in section 5(7) is to the moratorium period;
  - (c) a reference to section 5(2) is to subsection (1);
  - (d) a reference to regulations made under section 19 is to regulations made under section 39; and
  - (e) a reference in section 5(7) to a period of limitation prescribed by any law is, in the case of an action mentioned in subsection (2)(c), to the period under section 13(3)(a) of SOPA within which an adjudication application must be made.
- (5) Where an adjudication application under section 13(1) of SOPA is made or continued in breach of subsection (1), then either of the following (as applicable) applies:
- (a) the authorised nominating body (as defined in section 2 of SOPA) must not take any further action on the adjudication application;
  - (b) the adjudicator (as defined in section 2 of SOPA) must terminate the adjudication proceedings.

(6) Any of the following, namely:

- (a) proceedings against *A* or *A*'s guarantor or surety before a court;
- (b) arbitral proceedings against *A* or *A*'s guarantor or surety under the Arbitration Act;
- (c) an adjudication application against *A* under section 13(1) of SOPA;
- (d) such other proceedings as may be prescribed,

in relation to the prescribed obligation or prescribed right under the affected contract, or the prescribed term in the affected contract, that is the subject of the application under section 37(1), that are pending at the start of the moratorium period, must be stayed on the lodgment by *A* of a copy of the application with the court, arbitral tribunal, authorised nominating body or adjudicator as defined in SOPA, or other person or body before which the proceedings are brought, until the end of the moratorium period.

(7) Any period prescribed in SOPA for the carrying out of an act in relation to an adjudication application under section 13(1) of SOPA that is pending at the start of the moratorium period, is extended by a period equal to the moratorium period.

*[Act 30 of 2020 wef 30/09/2020]*

## **Determination**

**38.—**(1) On the application of the applicant under section 37 for a determination by an assessor, the assessor must —

- (a) make a determination whether the case is one to which this Part applies; and
- (b) in a case to which this Part applies, also make a determination —
  - (i) whether it is just and equitable in the circumstances of the case for a prescribed obligation or prescribed right under the affected contract to be performed or exercised in a manner other than in accordance with the terms of the contract, and if so that the obligation

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or right is to be performed or exercised in the manner determined by the assessor; or

- (ii) whether it is just and equitable in the circumstances of the case for a prescribed term in the affected contract to be varied, or for a party to the contract to be released or discharged from that term, and if so that the term is to be varied in the manner determined by the assessor, or the party is to be released or discharged from that term, as the case may be.

*[Act 30 of 2020 wef 30/09/2020]*

(2) When making a determination, the assessor —

(a) may take into account prescribed factors; and

(b) must seek to achieve an outcome that is just and equitable in the circumstances of the case.

(3) A determination under subsection (1) may, with the leave of the court, be enforced in the same manner as a judgment or an order of the court to the same effect.

(4) Where leave of the court is granted, judgment may be entered in the terms of the determination.

(5) The determination is binding on all the parties to the application and all parties claiming under or through them.

(6) There is no appeal from a determination.

(7) Sections 14, 15 and 15A apply with the necessary modifications to proceedings before an assessor under this section as if a reference to an assessor's determination in those sections is a reference to a determination.

(8) Sections 16 and 17 apply to the Registrar or an assessor when carrying out his or her functions and duties under this Part as they apply to the Registrar or an assessor when carrying out his or her functions and duties under Part 2.

*[Act 29 of 2020 wef 30/09/2020]*

**Subsequent determinations**

**38A.**—(1) After an assessor has made a determination under section 38(1), the assessor or another assessor may, either on his or her own motion or on the application of one or both of the parties to the determination —

- (a) vary or replace the determination if there has been a material change in the circumstances after it has been made and it is just and equitable for the variation or replacement to be made; or
- (b) require the parties to attend before the assessor after a specified time for a further review of the matter and to make any additional determination as is appropriate.

(2) In considering whether it is just and equitable for a variation or replacement of the determination to be made under subsection (1)(a), or whether to make any additional determination under subsection (1)(b), the assessor must take into account the following factors:

- (a) whether there has been any undue delay by the applicant in making the application for a subsequent determination under subsection (1);
- (b) whether any party to the affected contract has taken any action in reliance on the determination;
- (c) whether, in relation to the prescribed obligation or prescribed right under the affected contract, or the prescribed term in the affected contract —
  - (i) proceedings before a court have commenced;
  - (ii) arbitral proceedings under the Arbitration Act have commenced; or
  - (iii) an adjudication application has been made under section 13(1) of SOPA,

and if so, the stage of the proceedings or application mentioned in sub-paragraph (i), (ii) or (iii).

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(3) No action may be taken under subsection (1) if a judgment, an arbitral award or a determination has been given or made in relation to any proceedings or application mentioned in subsection (2)(c)(i), (ii) or (iii).

(4) Section 38 applies with the necessary modifications to any determination made under subsection (1).

*[Act 30 of 2020 wef 30/09/2020]*

### **Effect of Part 8 determination on operation of Building and Construction Industry Security of Payment Act**

**38B.**—(1) Where a determination has been made under section 38 or 38A (called in this section the Part 8 determination) to modify the manner in which an obligation or a right under a supply contract is to be performed or exercised, or to vary, or release or discharge a party from, a term in a supply contract, then the contract so adjusted is considered the contract for the purpose of taking any action (including determining an adjudication application or adjudication review application) in relation to it under SOPA.

(2) When applying a provision of SOPA for the purpose mentioned in subsection (1) —

- (a) a reference to a contract is to the contract so adjusted; and
- (b) a reference to a term or provision of a contract is (if that term or provision has been varied by the Part 8 determination) to the varied term or provision.

(3) Accordingly, where the respondent has been released or discharged by the Part 8 determination from a term or provision of the supply contract, then, in determining for the purpose of SOPA the entitlement of the claimant to any payment from the respondent under the contract, that term or provision is disregarded to the extent the respondent has been so released or discharged.

(4) An adjudication application or adjudication review application made in a case mentioned in subsection (1) must be accompanied by a copy of the Part 8 determination.

(5) For the purpose of determining if a claimant under the supply contract is entitled to make an adjudication application under

section 13 of SOPA after the Part 8 determination, in relation to a payment claim that was made before the date of the Part 8 determination —

- (a) the question of whether the payment claim was made and served in accordance with the provisions of SOPA is to be determined by reference to the contract before it was adjusted by the Part 8 determination; and
- (b) the due date of the claimed amount under section 12(3)(a) of SOPA is, if it was adjusted by the Part 8 determination, the due date before the adjustment.

(6) For the purpose of determining if an objection may be included in an adjudication response to an adjudication application mentioned in subsection (5), a reference to the relevant due date in section 15(3)(b) and (3A)(b) of SOPA is, if it was adjusted by the Part 8 determination, the due date before the adjustment.

(7) However —

- (a) an adjudicator when determining an adjudication application mentioned in subsection (5); or
- (b) a review adjudicator when determining an adjudication review application arising from a determination mentioned in paragraph (a),

must disregard any payment claim, objection or any other information or document provided by a party, to the extent it is inconsistent with the contract as adjusted by the Part 8 determination.

(8) This section applies despite any provision of SOPA or other written law.

(9) In this section and section 38C —

“adjudication application” means an adjudication application made under section 13 of SOPA;

“adjudication review application” means an adjudication review application made under section 18 of SOPA;

“adjudicator” means an adjudicator appointed under section 14(3) of SOPA to determine an adjudication

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application, and includes a replacement adjudicator appointed under section 14A(3) of SOPA;

“authorised nominating body”, “claimant”, “payment claim”, “respondent” and “supply contract” have the meanings given by section 2 of SOPA;

“review adjudicator” means a review adjudicator appointed under section 18(5)(b) of SOPA, and includes a panel of review adjudicators appointed under that provision, and a replacement review adjudicator or replacement member of a panel of review adjudicators appointed under section 18A(3) of SOPA.

*[Act 30 of 2020 wef 30/09/2020]*

### **Section 38 powers may be exercised in adjudication, etc., under Building and Construction Industry Security of Payment Act**

**38C.**—(1) This section applies where a respondent, in objections raised under section 11(2) of SOPA, in the adjudication response under section 15 of SOPA, or during the determination of an adjudication application by an adjudicator under section 17 of SOPA —

- (a) stated that this Part applies to the case; and
- (b) provided all of the information required to be set out in an application under section 37(1).

(2) An adjudicator may, when determining the adjudication application under section 17 of SOPA, also exercise the powers mentioned in section 38(1)(a) and (b) as if he or she were an assessor determining an application under section 37, and section 38(2) applies with the necessary modifications to the exercise of those powers.

(3) A review adjudicator may, when reviewing a determination of an adjudicator under section 19 of SOPA —

- (a) review any determination of the adjudicator under subsection (2); and
- (b) substitute a determination mentioned in paragraph (a) with his or her own determination.

(4) The Minister charged with the responsibility for SOPA may make regulations for the purpose of carrying out or giving effect to this section, and those regulations may in particular provide for the following:

- (a) the forms to be used and the information or documents to be furnished;
- (b) the manner in which an adjudicator or a review adjudicator is to exercise or perform the duties or functions of an adjudicator or a review adjudicator, as the case may be;
- (c) a modification of a provision of SOPA or its regulations as is necessary or expedient for carrying out subsection (2) or (3).

(5) This section applies despite any provision of SOPA or other written law.

*[Act 30 of 2020 wef 30/09/2020]*

### **Effect of determination on court or tribunal proceedings**

**38D.** In any proceeding before a court or an arbitral tribunal in relation to any matter arising under or by virtue of a contract in relation to which a determination is made under section 38 or a subsequent determination is made under section 38A (as the case may be), the court or arbitral tribunal may make such orders as it considers appropriate, having regard to the determination and any action taken by a party to the contract in good faith and in reliance on the determination.

*[Act 30 of 2020 wef 30/09/2020]*

### *Division 3 — Miscellaneous*

#### **Regulations for this Part**

**39.—**(1) The Minister may make regulations for or with respect to any matter that is required or permitted to be prescribed or that is necessary or convenient to be prescribed for carrying out or giving effect to this Part.

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- (2) Without limiting subsection (1), the regulations may —
- (a) provide for a party to an affected contract to be required to perform an obligation under the contract in a manner other than in accordance with the terms of the contract;
  - (b) provide for a party to the affected contract to be allowed to exercise a right under the contract in a manner other than in accordance with the terms of the contract;
  - (c) provide for any obligation or right under the affected contract to be varied, released or discharged; and
  - (d) provide for the use of an alternative method of dispute resolution, such as mediation, to manage and resolve any dispute between the parties to the affected contract.

(3) Any regulation made under this section may make provision for or in relation to a matter by applying, adopting or incorporating by reference, with or without modification, any regulations made under section 19 or a part of any such regulations, as in force at a particular time or from time to time.

*[Act 29 of 2020 wef 30/09/2020]*

## PART 8A

### EXTENSION OF TIME FOR CONSTRUCTION CONTRACTS

*[Act 37 of 2020 wef 30/11/2020]*

#### **Application and interpretation of this Part**

**39A.**—(1) This Part applies to a construction contract (including one to which the Government is a party) —

- (a) that was entered into before 25 March 2020, but not if the construction contract was renewed (other than automatically) on or after that date;
- (b) that remains in force on 2 November 2020; and
- (c) where, as at 7 April 2020, any construction works to be performed under the construction contract have not been

certified in accordance with the construction contract as completed.

(2) In this Part —

“completion date”, in relation to any construction works to be performed under a construction contract, means the date by which the construction works must be certified in accordance with the construction contract as completed, failing which liquidated damages become payable by the party failing to so complete the construction works;

“construction works”, in relation to a construction contract, means the construction works (within the meaning given by section 3(1) of the Building and Construction Industry Security of Payment Act (Cap. 30B)) to be performed under the construction contract.

*[Act 37 of 2020 wef 30/11/2020]*

### **Extension of time to complete construction works**

**39B.**—(1) Subject to subsection (3), any completion date for any of those construction works provided by the construction contract is extended for those construction works by 122 days from and including the completion date, less the number of days in subsection (2).

(2) Where the completion date to be extended under subsection (1) was itself the result of an extension granted under the construction contract or otherwise agreed between the parties to the contract, and the latter extension included any number of days in the period between 7 April 2020 and 6 August 2020 (both dates inclusive), then the period in subsection (1) is reduced by the number of those days.

(3) Subsection (1) does not apply to any completion date for those construction works (whether it is a date before, on or after 7 April 2020) if —

(a) any of those construction works were performed at any time between 20 April 2020 and 30 June 2020 (both dates inclusive);

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- (b) any of the following, namely:
- (i) proceedings before a court;
  - (ii) arbitral proceedings under the Arbitration Act (Cap. 10);
  - (iii) such other proceedings as may be prescribed,
- have, before 2 November 2020, been commenced in relation to a failure to comply with the completion date (without the extension under subsection (1)), including any such proceedings for the purposes of enforcing any order or judgment obtained in those proceedings; or
- (c) any judgment, arbitral award, or compromise or settlement entered into in the course or as a result of any proceedings in paragraph (b), has been given or made before 2 November 2020 in relation to the failure mentioned in that paragraph.

(4) Where the completion date for any construction works is extended under subsection (1), then, despite any law or anything in the construction contract —

- (a) the completion date so extended is treated as the completion date provided by the construction contract for those construction works, for the purposes of the construction contract; and
- (b) any liability for a failure to comply with the completion date (without the extension under subsection (1)) is extinguished, except in prescribed circumstances or to the extent prescribed.

(5) To avoid doubt, nothing in this section prevents any completion date extended under subsection (1) from being further extended in accordance with any provision in the construction contract allowing for an extension of the completion date.

(6) The Minister may make regulations for the purpose of carrying out or giving effect to this Part, and these regulations may in particular provide for the following:

- (a) the recovery by a party to a construction contract of an amount from the other party that was paid before 2 November 2020 for any liability extinguished under subsection (4)(b);
- (b) the prescribing of any matter that may be prescribed under this Part.

*[Act 37 of 2020 wef 30/11/2020]*

## PART 8B

### TEMPORARY MEASURES FOR COST-SHARING IN CONSTRUCTION CONTRACTS

*[Act 37 of 2020 wef 30/11/2020]*

#### **Application of this Part**

**39C.** This Part applies to any construction contract (including one to which the Government is a party) —

- (a) that was entered into before 25 March 2020, but not if the construction contract was renewed (other than automatically) on or after that date;
- (b) that remains in force on 2 November 2020;
- (c) where the party (called in this Part *A*) for whom the construction works are performed under the construction contract is not an individual, other than an individual acting as a sole proprietor in the course of the business of the sole proprietorship; and
- (d) where, as at 7 April 2020, there are construction works (within the meaning given by section 3(1) of the Building and Construction Industry Security of Payment Act (called in this Part SOPA)) required to be performed under the construction contract, that have not been certified in accordance with the construction contract as completed.

*[Act 37 of 2020 wef 30/11/2020]*

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**Cost-sharing**

**39D.**—(1) Subject to subsection (2), where —

- (a) the party (called in this Part *B*) required to perform the construction works under the construction contract is or will be unable to complete any of those construction works by the completion date (without the extension under Part 8A) provided in the construction contract for those construction works (whether the completion date was or is before, on or after 7 April 2020);
- (b) *B*'s inability is to a material extent caused by a COVID-19 event; and
- (c) as a result of *B*'s inability, *B* has incurred or incurs any qualifying cost for the purpose of or in connection with the performance of any of those construction works, in relation to the period from 7 April 2020 to the last day of the prescribed period for the description of contracts to which the construction contract belongs (both dates inclusive),

then, subject to subsection (2), *B* is entitled to claim from *A*, and *A* is liable to pay *B*, the lesser of the following amounts for each specified period:

- (d) 50% of the total qualifying costs for anything done for or provided to or enjoyed by *B* in the specified period;
- (e) 0.2% of the contract sum.

(2) The total amount that *B* may claim under subsection (1) must not exceed 1.8% of the contract sum.

(3) To avoid doubt, for the purpose of subsection (1)(d), where the qualifying costs incurred for anything done for or provided to or enjoyed by *B* relate to 2 or more specified periods, those qualifying costs must be pro-rated for each of those specified periods.

(4) Where subsection (1) is inconsistent with any provision in the construction contract for the cost-sharing of any qualifying costs, then subsection (1) applies to the exclusion of that provision, to the extent of the inconsistency.

(5) Subject to subsection (6), the amount that *B* may claim under subsection (1) is recoverable from *A* as a debt due to *B*.

(6) Where the construction contract is one to which SOPA applies, *B* must claim for the amount of qualifying costs to which *B* is entitled under this section for any specified period by including the amount in any payment claim which *B* makes and serves on *A* under section 10(1) of SOPA, whether on its own or together with any progress payment for the same or a different period.

(7) For the purpose of subsection (6), the amount of qualifying costs included in any payment claim may be for one or more specified periods.

(8) For the purpose of subsection (6), Part III of SOPA applies to qualifying costs as it applies to progress payments, subject to any prescribed modifications.

(9) In this section —

“contract sum” means the total sum payable for the construction works to which the construction contract relates, as at the time the construction contract was entered into;

“public authority” means —

- (a) any ministry, department or Organ of State of the Government, or a public officer of any ministry, department or Organ of State of the Government; or
- (b) any public authority established by or under any public Act for a public purpose or an officer or employee of the public authority;

“qualifying costs” means any of the following:

- (a) any rent or hire-purchase instalment for any plant or equipment required to perform the construction works that *B* is or will be unable to complete;
- (b) any costs for maintaining the construction site at which those construction works are performed (including for vector and pest control, site security, provision of utilities and cleaning of the construction

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site), by any person engaged by *B* (other than as an employee of *B*);

- (c) any costs to extend the validity period of any insurance obtained and any performance bond issued in respect of the construction contract, because of the inability mentioned in subsection (1);
- (d) any rent or other fee for the use of premises in Singapore to store any materials or equipment required to perform those construction works;
- (e) such other costs as may be prescribed,

but does not include the following costs:

- (f) manpower costs, including salaries payable to *B*'s employees (whether or not carrying out the construction works that *B* is or will be unable to complete), their accommodation and transport costs, and any foreign worker levy payable in respect of any of them;
- (g) any costs incurred by *B* in respect of any additional steps or efforts to accelerate the performance of the construction works so that they may be completed by the completion date (including that date as extended under Part 8A);
- (h) any costs incurred in adopting any safe management measures or other measures to prevent, protect against or otherwise control the incidence or transmission of COVID-19, including any such measures in any control order issued under Part 7 or any advisory, guideline or circular issued by any public authority;
- (i) costs for which *B* has received —
  - (i) relief from the Government or any public authority;
  - (ii) relief under Part 2A or 8; or
  - (iii) such other relief as may be prescribed,

to the extent of the relief;

(j) such other costs as may be prescribed;

“specified period” means each of the following:

- (a) the period from 7 April 2020 to 30 April 2020 (both dates inclusive);
- (b) the period that is a month or less and that begins on the first day of a month and ends on the last day of the prescribed period mentioned in subsection (1)(c);
- (c) each month in between the periods in paragraphs (a) and (b).

*[Act 37 of 2020 wef 30/11/2020]*

### **Adjudication of disputes**

**39E.**—(1) Where —

- (a) *B* has included an amount for qualifying costs under section 39D(1) in a payment claim under section 10(1) of SOPA; and
- (b) *A* fails to pay *B* the amount within the time required under SOPA for the payment of payment claims for progress payments,

then *B* is, in relation to that amount, entitled to make an adjudication application under section 12 of SOPA and apply for adjudication under section 13 of SOPA.

(2) For the purpose of subsection (1), Part IV of SOPA applies to a payment claim for qualifying costs as it applies to a payment claim for a progress payment, subject to subsections (3), (4) and (5) and any other prescribed modifications.

(3) For the purpose of subsection (1) and without affecting section 13(3) of SOPA, *B* must in the adjudication application —

- (a) state the amount *B* is claiming under section 39D(1); and
- (b) provide all information and documents relevant to the claim, including —

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- (i) an extract of the terms of any contract that relate to the qualifying costs, and to the contract sum;
  - (ii) information and documents (including invoices and receipts) showing the amount of the qualifying costs and the date the qualifying costs were incurred by *B*; and
  - (iii) information and documents showing the amount of relief mentioned in paragraph (i) of the definition of “qualifying costs” in section 39D(9).

(4) In determining the adjudication application under section 17 of SOPA, the adjudicator (including a replacement adjudicator) appointed to determine the adjudication application under that Act, must determine —

- (a) whether this Part applies to *B*; and
- (b) the amount under section 39D(1) which *A* is liable to pay *B*.

(5) A review adjudicator may, upon a review of a determination mentioned in subsection (4), substitute that determination with his or her own determination.

*[Act 37 of 2020 wef 30/11/2020]*

### **Regulations for this Part**

**39F.** The Minister may make regulations for the purpose of carrying out or giving effect to this Part, and these regulations may in particular provide for the following:

- (a) the forms to be used and the information or documents to be furnished for any purpose under this Part;
- (b) any modification of SOPA necessary or expedient for carrying out or giving effect to this Part;
- (c) the prescribing of any matter that may be prescribed under this Part.

*[Act 37 of 2020 wef 30/11/2020]*

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PART 8C  
EXTENSION OF DELIVERY DATE

*[Act 37 of 2020 wef 01/07/2021]*

**Interpretation of this Part**

**39G.** In this Part, unless the context otherwise requires —

“affected agreement” means an agreement described in section 39H;

“cash equivalent”, in relation to any payment, includes payment by a cheque, a credit or debit card or any electronic funds transfer;

“commercial developer” means any person that engages in the business of commercial development, and includes the Housing and Development Board established by the Housing and Development Act (Cap. 129) and the Jurong Town Corporation established by the Jurong Town Corporation Act (Cap. 150);

“commercial development” means the construction or causing the construction of any number of units of commercial property, including any building operations in, on, over or under the land for the purpose of erecting such commercial property, and the sale of land which would be appurtenant to such commercial property;

“commercial property” means any building or other premises which are permitted by or under any written law for use for a commercial or an industrial purpose, or for mixed purposes the predominant purpose of which is a commercial or an industrial purpose;

“delivery date” means the delivery possession date or vacant possession date provided by an affected agreement on or before which the housing developer or commercial developer must deliver possession of one or more units of housing accommodation or commercial property to the purchaser under the affected agreement;

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- “developer” means the housing developer or commercial developer (as the case may be) that is a party to an affected agreement;
- “extended delivery date” means the delivery date treated as being provided by an affected agreement after an extension under section 39I;
- “housing accommodation” includes a building or tenement wholly or principally constructed, adapted or intended for human habitation, or for human habitation and as business premises;
- “housing developer” means any person that engages in a business of housing development, and includes the Housing and Development Board established by the Housing and Development Act;
- “housing development” means the construction or causing the construction of any number of units of housing accommodation, including any building operations in, on, over or under the land for the purpose of erecting such housing accommodation, and the sale of land which would be appurtenant to such housing accommodation;
- “original delivery date” means the delivery date provided by an affected agreement before any extension of that date under section 39I;
- “qualifying costs” means —
- (a) where, as a result of the delay in receiving possession of the unit or units in question under an affected agreement, alternative housing accommodation or alternative commercial property (as the case may be) (called in this Part alternative premises) must be obtained, any rent for such alternative premises for the period —
    - (i) from and including the original delivery date provided by the affected agreement; and

(ii) to and including the earlier of —

(A) the actual date of delivery of possession of the unit or units in question; and

(B) the extended delivery date; or

(b) any of the following costs:

(i) where, as a result of the delay in receiving possession of the unit or units in question under an affected agreement, alternative premises must be obtained —

(A) any estate agent fees incurred for securing the alternative premises; and

(B) any moving costs incurred in moving to the alternative premises;

(ii) such other costs as may be prescribed;

“rent” includes any licence fee and any matter that is prescribed as being rent, but excludes any service charge and maintenance charge and any other matter that is prescribed as not being rent;

“unit” means a horizontal stratum of any building or part of a building, whether such stratum is on one or more levels, whether the building or part of the building is a housing development or commercial development, and which is intended for use in accordance with the provisions of any written law as a complete and separate unit for residential, commercial or industrial purpose, as the case may be.

*[Act 37 of 2020 wef 01/07/2021]*

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**Application of this Part**

- 39H.**—(1) This Part applies in relation to an agreement where —
- (a) the agreement was entered into —
    - (i) between —
      - (A) a housing developer and a purchaser for the sale and purchase of one or more units of housing accommodation; or
      - (B) a commercial developer and a purchaser for the sale and purchase of one or more units of commercial property,  
before 25 March 2020 or pursuant to an option granted before that date; or
    - (ii) between the Housing and Development Board and a purchaser for the sale and purchase of one or more units of housing accommodation or commercial property where an option for any unit of housing accommodation or commercial property within the housing development or commercial development was granted before 25 March 2020;
  - (b) the agreement provides for a delivery date that is on or after 1 February 2020;
  - (c) a permit to carry out structural works in any building works for the housing accommodation or commercial property was granted under section 6(3) of the Building Control Act (Cap. 29) before 7 April 2020; and
  - (d) as at 7 April 2020, a temporary occupation permit in respect of the housing accommodation or commercial property has not been granted under section 12(3) of the Building Control Act.
- (2) However, this Part does not apply to any agreement if —
- (a) any of the following, namely:
    - (i) proceedings before a court;

- (ii) arbitral proceedings under the Arbitration Act (Cap. 10);
  - (iii) such other proceedings as may be prescribed, have, before 2 November 2020, been commenced in relation to a failure to deliver possession of one or more units of housing accommodation or commercial property to the purchaser under the affected agreement by the original delivery date, including any such proceedings for purposes of enforcing any order or judgment obtained in those proceedings; or
- (b) any judgment, arbitral award, or compromise or settlement entered into in the course or as a result of any proceedings in paragraph (a), has been given or made before 2 November 2020 in relation to the failure mentioned in that paragraph.

*[Act 37 of 2020 wef 01/07/2021]*

### **Extension of delivery date**

**39I.**—(1) Despite any law or anything in the affected agreement, the delivery date provided by the affected agreement for the unit or units in question is extended by a period not exceeding 122 days after that date, if the developer notifies the purchaser of the period of the extension —

- (a) in the prescribed form and manner; and
- (b) within the prescribed time.

(2) The delivery date may be extended under subsection (1) one or more times, except that the total period of all extensions must not exceed 122 days.

(3) Despite subsection (2), the original delivery date may be extended for a period exceeding 122 days in accordance with subsections (4) and (5), but only after the developer has extended the original delivery date by a total period of 122 days under subsection (1).

*[Act 9 of 2021 wef 01/07/2021]*

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(4) For the purpose of subsection (3), the developer must notify the purchaser of its intention to extend the delivery date and of the proposed period of extension —

- (a) in the prescribed form and manner; and
- (b) within the prescribed time.

(5) For the purpose of subsection (3), where an assessor certifies under section 39O(1)(a) that —

- (a) the developer is unable to deliver possession of the unit or units of housing accommodation or commercial property by the delivery date in question and the inability is to a material extent caused by a COVID-19 event; and
- (b) the developer may only be reasonably expected to deliver possession of the unit or units by the end of a specified period after the delivery date in question,

then the delivery date in question is extended by the specified period in paragraph (b).

(6) The developer must notify the purchaser of the assessor's certification —

- (a) in the prescribed form and manner; and
- (b) within the prescribed time.

(7) Where the delivery date is extended under subsection (1) or (5), then, despite any law or anything in the affected agreement —

- (a) the extended delivery date following the extension is treated as the delivery date provided by the affected agreement, for the purposes of the affected agreement; and
- (b) any liability for a failure to comply with the delivery date (without the extension) is extinguished, except in prescribed circumstances or to the extent prescribed.

*[Act 37 of 2020 wef 01/07/2021]*

## **Moratorium**

**39J.**—(1) Despite any law or anything in an affected agreement, a purchaser of an affected agreement who is notified under

section 39I(4) must not take any of the actions described in subsection (2) during the moratorium period described in subsection (3) in relation to the developer's failure to deliver possession of one or more units of housing accommodation or commercial property to the purchaser under the affected agreement by the original delivery date or extended delivery date, as the case may be (called in this section the subject failure).

(2) The actions mentioned in subsection (1) are —

(a) making any deduction from any instalment or payment due under the affected agreement for any damages or liquidated damages and any other cost allowed under the affected agreement for a failure by the developer to comply with the delivery date; and

(b) any prescribed action.

(3) The moratorium period mentioned in subsection (1) —

(a) starts on the day on which the purchaser is notified under section 39I(4) in relation to the affected agreement; and

(b) ends on the earlier of the following:

(i) the day the purchaser is notified under section 39I(6) of the assessor's certification;

(ii) the prescribed date.

(4) Where the purchaser makes a deduction in contravention of subsection (2)(a), the purchaser is liable to repay the developer the amounts so deducted and those amounts are recoverable from the purchaser as a debt due to the developer.

(5) Where any prescribed action in subsection (2)(b) is an action mentioned in section 5(3), then sections 5(5), (7), (9), (10) and (11) and 8(2), (3), (4), (5) and (6) and the regulations under section 5(12) (whichever is applicable), apply with the necessary modifications in relation to that prescribed action as they apply in relation to an action mentioned in section 5(3), and for this purpose —

(a) a reference to the subject inability is to the subject failure;

- (b) a reference to the notification for relief is to the notice given to the purchaser under section 39I(4);
- (c) a reference to the period mentioned in section 5(7) is to the moratorium period mentioned in subsection (1);
- (d) a reference to section 5(2) is to subsection (1); and
- (e) a reference to regulations made under section 19 is to regulations made under section 39P.

(6) Where any prescribed action in subsection (2)(b) is the commencement or continuation of any proceedings against the developer or the developer's guarantor or surety before a court, an arbitral tribunal or other person or body, then any such proceedings that are already pending at the start of the moratorium period, must be stayed on the lodgment by the developer of a copy of the notice given to the purchaser under section 39I(4) with the court, arbitral tribunal or other person or body before which proceedings are brought, until the end of the moratorium period.

*[Act 37 of 2020 wef 01/07/2021]*

### **Reimbursement by developer for costs of purchaser in extension period**

**39K.**—(1) Despite any law or anything in the affected agreement, where the delivery date is extended under section 39I(1) one or more times, the developer —

- (a) is only liable to the purchaser for the qualifying costs incurred by the purchaser in relation to those extensions, up to the prescribed amount; and
- (b) is not liable for any other cost, expense, loss or other sum that the developer would, but for the extension or extensions, be liable to pay under any law or the affected agreement for failing to deliver possession of the unit or units in question on or before the original delivery date.

(2) Despite any law or anything in the affected agreement, where the delivery date is extended under section 39I(3), the developer —

- (a) is only liable to the purchaser for the qualifying costs incurred by the purchaser in relation to that extension, up to the prescribed amount; and
  - (b) is not liable for any other cost, expense, loss or other sum that the developer would, but for that extension, be liable to pay under any law or the affected agreement for failing to deliver possession of the unit or units in question on or before the delivery date as extended under section 39I(1).
- (3) The purchaser claiming reimbursement from the developer of the qualifying costs incurred by the purchaser, as permitted under subsection (1)(a) or (2)(a), must do so —
  - (a) in the prescribed form and manner; and
  - (b) within the prescribed time.
- (4) A claim mentioned in subsection (3) must be accompanied by such information or document as may be prescribed.
- (5) Where the purchaser makes a claim mentioned in subsection (3), the purchaser may, after the prescribed time —
  - (a) set off, against any instalment or other payment payable by the purchaser to the developer under the affected agreement, the amount that the developer must pay to the purchaser in respect of the claim (to the extent that the developer has not paid such amount), being —
    - (i) where no application mentioned in section 39L(1)(b) is made in respect of the claim within the prescribed time mentioned in section 39N(1) — the amount claimed by the purchaser;
    - (ii) where an assessor makes a determination on an application mentioned in section 39L(1)(b) for the amount of reimbursement that the purchaser is entitled to claim from the developer under this section — the amount so determined by the assessor; or
    - (iii) where the purchaser and developer agree on the amount of reimbursement that the developer will pay

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the purchaser — the amount so agreed between the purchaser and developer; and

- (b) take any action to recover from the developer, as a debt due to the purchaser, the amount in paragraph (a) that the developer must pay to the purchaser (to the extent that the developer has not paid that amount, and less any set-off effected by the purchaser under that paragraph).

(6) Section 39J does not apply to the taking of any action under subsection (5), in relation to a claim by a purchaser pursuant to subsection (1).

(7) For the purposes of this section —

- (a) different amounts may be prescribed for subsections (1)(a) and (2)(a) for different extensions of the delivery date under section 39I(1) or (3);
- (b) different forms and manners and different times may be prescribed in subsection (3) for different claims;
- (c) different information and documents may be prescribed in subsection (4) for different claims; and
- (d) different times may be prescribed in subsection (5) for different circumstances under which a set-off may be effected or an action to recover an amount may be taken.

*[Act 9 of 2021 wef 01/07/2021]*

### **Registrar of assessors**

**39L.**—(1) The Minister is to appoint a Registrar of assessors to whom applications may be made —

- (a) by a developer in relation to an affected agreement — for the purpose of a certification under section 39O(1)(a)(ii); and
- (b) by a developer or a purchaser in relation to an affected agreement — for a determination as to the amount the developer is liable to reimburse the purchaser under section 39K.

(2) The Minister may in addition appoint Deputy Registrars of assessors.

(3) Subject to regulations made under section 39P, all the powers and duties conferred and imposed on the Registrar of assessors may be exercised by a Deputy Registrar of assessors.

*[Act 37 of 2020 wef 01/07/2021]*

### **Extension of time**

**39LA.**—(1) The Registrar of assessors may —

(a) on his or her own initiative; or

(b) on an application submitted to the Registrar of assessors by a developer or purchaser,

and on such terms as the Registrar of assessors thinks just, extend, or further extend, in a particular case, the period within which a person is required under this Part to do anything, except that the total period of all extensions must not exceed the prescribed period.

(2) The Registrar of assessors may extend, or further extend, the period mentioned in subsection (1) even though the period has expired, but only if the extension or the application for the extension (as the case may be) is made within the prescribed period.

(3) For the purposes of subsections (1) and (2), different periods may be prescribed for different time periods sought to be extended under this Part and in different circumstances.

*[Act 9 of 2021 wef 01/07/2021]*

### **Authorised nominating bodies**

**39M.**—(1) The Minister must appoint one or more authorised nominating bodies for the purpose of providing assessors to hear and determine applications under section 39N(4).

(2) The assessors must satisfy the requirements prescribed for such assessors.

*[Act 9 of 2021 wef 01/07/2021]*

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**Application for certification or determination**

**39N.—(1)** An application mentioned in section 39L(1) must be submitted within the prescribed time, and in the prescribed form and manner, and be accompanied by the following:

- (a) any prescribed application fee;
- (b) any prescribed certification fee;
- (c) any other prescribed fee;
- (d) any declaration, information or document that the Registrar of assessors requires.

(1A) For the purposes of subsection (1), different times, forms, manners and fees may be prescribed for different applications.

*[Act 9 of 2021 wef 01/07/2021]*

(2) In relation to an application under section 39L(1)(b), a copy of the application and the declaration, information or document mentioned in subsection (1)(d) must be served within the prescribed time by the applicant on the other party to the affected agreement.

(3) The Registrar of assessors may reject an application if —

- (a) the application is incomplete or otherwise not made or served in accordance with this section;
- (b) the Registrar of assessors reasonably suspects that any information or document provided by the applicant in or accompanying the application is false or misleading in a material particular; or
- (c) it appears to the Registrar of assessors, from the application or any information or document provided by the applicant, that the application is frivolous or an abuse of process.

(4) Unless the Registrar of assessors rejects an application under subsection (3), the Registrar of assessors must appoint an assessor to determine the application and must notify the following of the same:

- (a) in relation to an application under section 39L(1)(a) — the developer;

- (b) in relation to an application under section 39L(1)(b) — the parties to the affected agreement.

*[Act 37 of 2020 wef 01/07/2021]*

### **Assessor's determination**

**39O.**—(1) The assessor must —

- (a) in relation to an application under section 39L(1)(a) —
- (i) determine whether the developer is unable to deliver possession of the relevant unit or units of housing accommodation or commercial property by the delivery date in question, and whether the inability is to a material extent caused by a COVID-19 event; and
  - (ii) determine and certify the period at the end of which the developer may reasonably be expected to deliver possession; and
- (b) in relation to an application under section 39L(1)(b) —
- (i) determine whether any costs claimed by the purchaser are qualifying costs and the amount of reimbursement that the purchaser is, under section 39K, entitled to claim from the developer; or
  - (ii) where it is just and fair to do so, determine that the amount of reimbursement that the purchaser is entitled to claim under section 39K is instead, the aggregate of —
    - (A) the costs set out in paragraph (a) of the definition of “qualifying costs” in section 39G; and
    - (B) a prescribed percentage of the costs mentioned in sub-paragraph (A),up to the prescribed amount mentioned in section 39K(1)(a).

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- (2) The assessor's certification under subsection (1)(a) —
- (a) if made in relation to all the units in a housing accommodation or commercial property — is binding on the developer and the purchaser of each of those units; and
  - (b) if made in relation to any number of specified units in the housing accommodation or commercial property — is binding on the developer and the purchaser of each of those specified units.
- (3) The assessor's determination under subsection (1)(b) is binding on the developer and the purchaser.
- (4) There is no appeal from an assessor's determination.

*[Act 37 of 2020 wef 01/07/2021]*

### **Subsequent determinations**

**390A.**—(1) After an assessor has made a determination under section 39O(1)(b) of an amount of reimbursement that the purchaser is entitled to claim from the developer under section 39K (called in this section the original determination), the assessor or another assessor may, either on his or her own motion or on the application of all or any of the persons to whom the assessor's original determination relates, vary or replace the determination if —

- (a) one of those persons adduces further information or documents after the original determination which would have had a material influence on the original determination but which could not have with reasonable diligence been obtained for use at the proceedings before the assessor; and
- (b) it is fair and just for a variation or replacement of the original determination to be made under this subsection.

(2) In considering whether it is just and fair for a variation or replacement of the original determination to be made under subsection (1), the assessor must take into account the following factors:

- (a) whether there has been any undue delay in the making of the application for a subsequent determination under subsection (1);

(b) whether any person has taken any action in reliance on the original determination.

(3) Where a subsequent determination varies or replaces an original determination so as to increase the amount of reimbursement that the purchaser was entitled to claim from the developer under the original determination, then the purchaser may —

(a) set off the amount of the increase against any instalment or other payment payable by the purchaser to the developer under the affected agreement; and

(b) take any action to recover from the developer, as a debt due to the purchaser, the amount of the increase (less any such set-off),

and section 39J does not apply to the taking of any action under paragraph (a) or (b).

(4) Where —

(a) a subsequent determination varies or replaces an original determination so as to reduce the amount of reimbursement that the purchaser was entitled to claim from the developer under the original determination; and

(b) the aggregate of the amount of set-off (if any) that the purchaser has effected under section 39K and the amount (if any) that the purchaser has recovered from the developer under that section, pursuant to the original determination, is in excess of the amount of the reimbursement that the developer is liable to pay the purchaser under the subsequent determination,

that excess amount is recoverable by the developer as a debt due from the purchaser.

*[Act 9 of 2021 wef 01/07/2021]*

### **No representation by advocate and solicitor**

**39OB.** No developer or purchaser may be represented by an advocate and solicitor at proceedings before an assessor, except with the permission of the assessor.

*[Act 9 of 2021 wef 01/07/2021]*

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**Costs**

**390C.** A developer or purchaser must bear the developer's or purchaser's own costs for proceedings before an assessor.

*[Act 9 of 2021 wef 01/07/2021]*

**Confidentiality of information and documents provided and proceedings**

**390D.**—(1) This section applies to the following information:

- (a) any information or document that is provided by a person to another person, in accordance with a requirement under this Part;
- (b) any statement or document submitted, created or made for the purposes of a proceeding before an assessor;
- (c) any information (whether written or oral) that is disclosed in the course of the proceeding.

(2) A person must not disclose to any other person any information or document mentioned in subsection (1), except —

- (a) with the consent of the person to whom the information or document relates;
- (b) to the extent that the information or document is already in the public domain;
- (c) to the extent that the disclosure is necessary for the purposes of, or in connection with, any proceedings before an assessor, a court or an arbitral tribunal; or
- (d) to the extent that the disclosure is required for any purpose under this Part.

(3) A person who contravenes subsection (2) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

(4) Where there is a contravention of subsection (2), a person who has suffered loss or damage as a result of the contravention has a right of action against the person who contravenes that subsection.

(5) The types of relief that the court may grant in an action under subsection (4) include an injunction and damages.

*[Act 9 of 2021 wef 01/07/2021]*

### **Registrar of assessors, Deputy Registrars of assessors and assessors treated as public servants**

**39OE.** The Registrar of assessors, a Deputy Registrar of assessors or an assessor who, in the course of his or her duties under this Part, exercises any power as such, is treated as a public servant for the purposes of the Penal Code when exercising that power.

*[Act 9 of 2021 wef 01/07/2021]*

### **Protection from liability**

**39OF.** No liability shall lie against the Registrar of assessors, a Deputy Registrar of assessors or an assessor with respect to anything done or omitted to be done in good faith and with reasonable care in the discharge or purported discharge of their functions and duties under this Part.

*[Act 9 of 2021 wef 01/07/2021]*

### **False declaration, etc.**

**39OG.** A person who —

- (a) makes any declaration or statement, or provides any information or document, under or for the purposes of this Part, that is false or misleading in a material particular; and
- (b) knows or ought reasonably to know that, or is reckless as to whether, the declaration, statement, information or document is false or misleading in a material particular,

shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 12 months or to both.

*[Act 9 of 2021 wef 01/07/2021]*

### **Regulations for this Part**

**39P.**—(1) The Minister may make regulations for or with respect to any matter that is required or permitted to be prescribed or that is

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necessary or convenient to be prescribed for carrying out or giving effect to this Part.

(2) Without limiting subsection (1), regulations may be made for or with respect to —

- (a) the procedure and practice for proceedings before an assessor, including requiring the proceedings to be held in private and the treatment of confidential information;
- (b) the forms to be used and the information or documents to be furnished;
- (c) the manner in which the Registrar of assessors, a Deputy Registrar of assessors, an authorised nominating body or an assessor is to exercise his, her or its functions or perform his, her or its duties;

*[Act 9 of 2021 wef 01/07/2021]*

- (d) the manner of service of any document and when it is deemed served;
- (e) the extension by the Registrar of assessors or an assessor of any time within which any document, form or information, that is required by regulations made under this section to be submitted to or served on, any person;

*[Act 9 of 2021 wef 01/07/2021]*

- (f) any fee to be paid in respect of any application under this Part, and in respect of any fee to be paid for an application under section 39L(1)(b) or 39OA in relation to an affected agreement, either or both of the following:
  - (i) the apportionment of the fee between the developer and any one or more of the purchasers under the affected agreement;
  - (ii) the recovery by a party that pays the fee (*A*) of the portion of the fee payable by another party (*B*), including but not limited to —
    - (A) setting off against any instalment or other payment payable, in relation to the affected agreement, by *A* to *B*; and

(B) recovering the portion of the fee payable by *B*, in whole or in part, as a debt due to *A*;

*[Act 9 of 2021 wef 01/07/2021]*

(g) enabling the recovery by a party to an affected agreement of an amount from the other party that was paid before 2 November 2020 for any liability extinguished under section 39I(7)(b); and

(h) exempting any person from any requirement under this Part, whether in whole or in part.

*[Act 37 of 2020 wef 01/07/2021]*

## PART 9

### TEMPORARY MEASURES FOR CONDUCT OF COLLECTIVE SALE OF PROPERTY

*[Act 30 of 2020 wef 06/10/2020]*

#### **Power to modify Land Titles (Strata) Act for collective sale of property affected by COVID-19 event**

**40.—**(1) The Minister may, by order in the *Gazette*, make provision for the purpose of applying a modified provision of a Schedule to the Land Titles (Strata) Act (Cap. 158) (called in this Part the LTSA) to a case mentioned in subsection (2), in relation to which an application to the Minister made in accordance with the order to apply the modified provision is approved by the Minister.

(2) Subsection (1) applies to a case where —

(a) a collective sale committee was constituted before 25 March 2020 for the purpose of a collective sale of property under Part VA of the LTSA;

(b) a requirement specified in the order of a Schedule to the LTSA for the collective sale was not satisfied (whether before, on or after the date of commencement of section 18 of the COVID-19 (Temporary Measures) (Amendment No. 2) Act 2020) or is unlikely to be satisfied; and

(c) the requirement was not or is unlikely to be satisfied because it was or will be inexpedient or impracticable to

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carry out any act necessary for the requirement to be satisfied in view of a COVID-19 event.

(3) The order in subsection (1) may in particular make provision for the following:

- (a) to extend or replace a period of time in a Schedule to the LTSA for a case;
- (b) to disapply a provision or a part of a provision of a Schedule to the LTSA to or in relation to a person, to apply a provision or a part of a provision of the Schedule to the LTSA (with or without modification) to or in relation to a person, or both;
- (c) to provide for the form, manner and time for making an application to the Minister mentioned in subsection (1);
- (d) to require a notice of such application, and a notice of the outcome of such application, to be served on prescribed persons;
- (e) to provide for the right of a prescribed person to be heard by the Minister in relation to such application;
- (f) to provide for the manner of serving any document and when it is deemed served;
- (g) to provide for any other matter necessary or convenient to be prescribed for carrying out the purpose in subsection (1).

(4) Despite anything in any written law, in a case for which the Minister has approved the application of a modified provision of a Schedule to the LTSA, the LTSA is to be read with the modifications applicable to that case that are made by the order in subsection (1).

(5) In this section, “collective sale committee” means a collective sale committee constituted under section 84A(1A) of the LTSA, including that provision as applied by section 84D(9), 84E(15) or 84FA(16) of the LTSA.

*[Act 30 of 2020 wef 06/10/2020]*

## PART 10

## FURTHER RELIEFS FOR SPECIFIED CONTRACTS

*Division 1 — General***Interpretation of this Part**

**41.** In this Part, unless the context otherwise requires —

“adjustment relief assessor” means a person appointed to the panel of adjustment relief assessors under section 64;

“adjustment relief Registrar” means the adjustment relief Registrar appointed under section 63(1), and includes any adjustment relief Deputy Registrar exercising the functions of the adjustment relief Registrar;

“assignee”, in relation to a person, includes a successor in title of that person;

“contract of national interest” means a contract —

(a) the termination of which is likely to affect the provision of essential services or the ability of the Government or a public authority to carry out its functions, whether or not the Government or public authority is a party to the contract; and

(b) that is certified as a contract of national interest under section 60;

“date of termination” means the day upon the expiry of which a contract terminates;

“essential service” means any service essential to the national security, defence, foreign relations, economy, public health, public safety or public order of Singapore, and includes the matters specified in Part 2 of the Second Schedule;

“negotiation period”, in relation to any of the following notices, means the period of 4 weeks after the date of the notice:

(a) a notice of negotiation;

(b) a notice of revision;

(c) a notice of negotiation for contract of national interest;

“notice for adjustment” means a notice for adjustment under section 47;

“notice for compensation” means a notice for compensation under section 51;

“notice for repricing” means a notice for repricing under section 61(2);

“notice of negotiation” means a notice of negotiation under section 45;

“notice of negotiation for contract of national interest” means a notice of negotiation for contract of national interest under section 61(1);

“notice of objection” means a notice of objection under section 46 or 54, as the case may be;

“notice of revision” means a notice of revision under section 53;

“party” means a party to a contract, and “parties” is construed accordingly;

“public authority” means a body established by or under a public Act to perform or discharge a public function;

“service period”, in relation to any notice that may be served under this Part, means the period of 3 days beginning on the date of the notice;

“specified contract” means a contract described in section 42(1).

*[Act 37 of 2020 wef 14/01/2021]*

### **Application of this Part**

**42.—**(1) This Part applies in relation to any contract (including one to which the Government is a party) that —

- (a) is described in Part 1 of the Second Schedule;
- (b) was entered into before 25 March 2020; and
- (c) is governed by Singapore law,

and where at least one of the parties has a place of business in Singapore.

(2) This Part does not apply to any contract terminated before 2 November 2020, or where the notice for the termination of the contract was given in accordance with the contract before 2 November 2020, even if the period of the notice expires on or after that date.

(3) In section 43(1), *A* does not include a PTO's landlord of prescribed property mentioned in section 19P(1), if the PTO has elected to pay the moneys referred to in section 19P(1) in relation to the PTO's lease agreement for the prescribed property, in accordance with a statutory repayment schedule described in section 19P(2).

*[Act 37 of 2020 wef 14/01/2021]*

### **Reliefs under this Part**

**43.—**(1) Where —

(a) a party to the specified contract (called in this Part *A*) satisfies the requirements in Part 3 of the Second Schedule; and

(b) the specified contract is not a contract of national interest, then —

(c) *A* may seek, in accordance with Division 2, to negotiate with the other party or parties (as the case may be) (each called in this Part *B*) for an adjustment to the rights and obligations of the parties and their assignees under the specified contract; and

(d) if *A* is unsuccessful in so negotiating an adjustment, the specified contract terminates in accordance with that Division.

(2) Where the specified contract terminates in accordance with Division 2, then, despite anything in the specified contract, the rights and obligations of the parties and their assignees under the specified contract are adjusted in accordance with Part 4 of the Second Schedule, subject to any adjustment on a just and fair basis by an adjustment relief assessor under section 66.

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(3) Where —

- (a) the specified contract is one that is described in Part 1 of the Third Schedule; and
- (b) *A* seeks a negotiation under subsection (1),

then, if *B* satisfies the requirements in Part 2 of the Third Schedule, *B* may require, in accordance with Division 3, compensation from *A* for any termination of the specified contract in accordance with Division 2.

(4) The compensation under subsection (3) —

- (a) is determined in accordance with the prescribed factors; and
- (b) is in addition to, and does not affect, the rights and obligations of the parties and their assignees as adjusted under subsection (2).

(5) Where —

- (a) the specified contract is one that is described in Part 1 of the Fourth Schedule; and
- (b) *A* satisfies the requirements in Part 2 of the Fourth Schedule,

then *A*, instead of seeking a negotiation under subsection (1), may seek, in accordance with Division 4, to revise the schedule of *A*'s repayments under the specified contract.

(6) Nothing in this section prevents any party from terminating or avoiding the specified contract on or after 2 November 2020 under any other written law or rule of law, if the specified contract is not yet terminated under section 49.

(7) Where the specified contract is terminated on or after 2 November 2020 under any other written law or rule of law but before the specified contract can be terminated in accordance with Division 2, then, despite anything in the specified contract —

- (a) any party (called in this Part *C*) that satisfies the requirements of Part 3 of the Second Schedule may seek, in accordance with Division 5, for the rights and

obligations of the parties and their assignees under the specified contract to be adjusted in accordance with Part 4 of the Second Schedule (subject to any adjustment on a just and fair basis by an adjustment relief assessor under section 66), as if the termination were a termination in accordance with Division 2; and

- (b) where the specified contract is one that is described in Part 1 of the Third Schedule, any other party who satisfies the requirements in Part 2 of the Third Schedule may require, in accordance with Division 3, compensation from C; and that Division applies with the necessary modifications for this purpose.

(8) To avoid doubt, a reference to a termination of the specified contract in subsection (6) includes the discharge of the specified contract for the repudiation of the specified contract by one of the parties, but does not include —

- (a) where the specified contract is a term contract, a termination of the specified contract upon the expiry of the term without a renewal of the specified contract; or
- (b) an automatic termination of the specified contract upon the occurrence of an event and not by any act on the part of any party.

*[Act 37 of 2020 wef 14/01/2021]*

## **Moratorium**

**44.—**(1) Part 2 of the Fifth Schedule applies where, in relation to a specified contract —

- (a) a notice of negotiation is served in accordance with section 45 (including that section as applied by Division 5); or
- (b) a notice of revision is served in accordance with section 53.

(2) Without affecting paragraph 12 of Part 2 of the Fifth Schedule, any person who, without reasonable excuse, contravenes paragraph 1 of Part 2 of the Fifth Schedule shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

*[Act 37 of 2020 wef 14/01/2021]*

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*Division 2 — Renegotiation and termination of contracts*

**Notice of negotiation**

**45.—**(1) Where *A* seeks to negotiate for an adjustment to the rights and obligations of the parties and their assignees under the specified contract pursuant to section 43(1), *A* must serve a notice of negotiation on all the persons in subsection (2), in accordance with subsection (3).

(2) The persons for the purpose of subsection (1) are all of the following:

- (a) any other party to the specified contract;
- (b) any person who is *A*'s guarantor or surety, or who has issued any performance bond or equivalent, in relation to any of *A*'s obligations under the specified contract;
- (c) any assignee of any other party to the specified contract.

(3) *A* must serve the notice of negotiation on all the persons in subsection (2) —

- (a) within 6 weeks, or such longer period as the Minister may determine by order in the *Gazette*, after —
  - (i) the date of commencement of section 9 of the COVID-19 (Temporary Measures) (Amendment No. 3) Act 2020; or
  - (ii) where *A* seeks a negotiation under section 43(1) pursuant to a change in the substance of Part 1 or 3 of the Second Schedule, the date of commencement of the amendment effecting the change; and
- (b) within the service period for that notice.

*[Act 37 of 2020 wef 14/01/2021]*

**Notice of objection**

**46.—**(1) Where *B* or *B*'s assignee (as the case may be) wishes to object to *A*'s notice of negotiation, *B* or *B*'s assignee must —

- (a) serve a notice of objection on *A* and all the persons in section 45(2) (but not on *B* or *B*'s assignee (as the case may be) making the objection) —
    - (i) within the period of 2 weeks after the negotiation period for *A*'s notice of negotiation; and
    - (ii) within the service period for that notice; and
  - (b) lodge the notice of objection with the adjustment relief Registrar within the period in paragraph (a)(i).
- (2) *B* or *B*'s assignee (as the case may be) may only object to *A*'s notice of negotiation on any one or more of the following grounds:
- (a) the contract in question is not a specified contract or is a contract of national interest;
  - (b) *A* does not satisfy the requirements in Part 3 of the Second Schedule;
  - (c) the notice of negotiation was not served in accordance with section 45.
- (3) The adjustment relief Registrar may refuse to accept the notice of objection for lodgment and proceed under section 65 if —
- (a) the notice of objection was not served and lodged in accordance with subsection (1); or
  - (b) *B* or *B*'s assignee (as the case may be) fails or refuses to provide any information or document reasonably required by the adjustment relief Registrar.

*[Act 37 of 2020 wef 14/01/2021]*

### **Notice for adjustment**

**47.—**(1) If no notice of objection is served in accordance with section 46, *A*, *B* or *B*'s assignee (as the case may be) may, within 2 weeks after the period in section 46(1)(a)(i), lodge a notice for adjustment with the adjustment relief Registrar for the purpose of adjusting the rights and obligations of the parties and their assignees in accordance with Part 4 of the Second Schedule (or on a just and fair basis).

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(2) The notice for adjustment must be served by the person lodging that notice with the adjustment relief Registrar, on *A* and all the persons in section 45(2) (but not on the person lodging that notice with the adjustment relief Registrar) —

- (a) within the period in subsection (1); and
- (b) within the service period for that notice.

*[Act 37 of 2020 wef 14/01/2021]*

### **Withdrawal of notices**

**48.**—(1) *A* may, at any time before the earlier of —

- (a) the termination of the specified contract under section 49; or
- (b) the date of determination of an adjustment relief assessor concerning the date of termination of the specified contract,

withdraw *A*'s notice of negotiation by serving a notice of withdrawal of the notice of negotiation on all the other parties and their assignees within the service period for that notice of withdrawal.

(2) Where *B* or *B*'s assignee has served a notice of objection on *A*, *A* must also lodge that notice of withdrawal with the adjustment relief Registrar within the service period for that notice of withdrawal.

(3) *B* or *B*'s assignee (as the case may be) may, at any time before the earlier of —

- (a) the termination of the specified contract under section 49; and
- (b) the date of determination of an adjustment relief assessor concerning the date of termination of the specified contract,

withdraw its notice of objection by —

- (c) serving a notice of withdrawal of the notice of objection on *A* and the other parties and their assignees (but not on the person that made the objection), within the service period for that notice of withdrawal; and

(d) lodging that notice of withdrawal with the adjustment relief Registrar within the service period for that notice of withdrawal.

(4) *A, B* or *B*'s assignee (as the case may be) may, at any time before an adjustment relief assessor makes a determination concerning the adjustments to be made to the rights and obligations of the parties and their assignees, withdraw its notice for adjustment by —

(a) serving a notice of withdrawal of the notice for adjustment on *A, B* and *B*'s assignee (but not on the person that requested the adjustment) within the service period for that notice of withdrawal; and

(b) lodging that notice of withdrawal with the adjustment relief Registrar within the service period for that notice of withdrawal.

*[Act 37 of 2020 wef 14/01/2021]*

### **Time of termination of contract**

**49.**—(1) Subject to subsection (4), if no notice of objection is served in accordance with section 46(1)(a), and lodged with the adjustment relief Registrar under section 46(1)(b), then the specified contract terminates upon the expiry of the second day after the period mentioned in section 46(1)(a)(i), or such other time as agreed between all the parties.

(2) Subject to subsection (4), if —

(a) the adjustment relief Registrar refuses to accept any notice of objection for lodgment pursuant to section 46(3); or

(b) every notice of objection served and lodged is withdrawn under section 48(3),

then the specified contract terminates upon the expiry of the second day after the period mentioned in section 46(1)(a)(i).

(3) Subject to subsection (4), if an adjustment relief assessor appointed by the adjustment relief Registrar for the purposes of determining any matter concerning the specified contract, determines a date of termination for the specified contract, then the specified contract terminates upon the expiry of that day.

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(4) To avoid doubt, if a specified contract is terminated under any other written law or rule of law (subject to the modifications specified in Division 5), nothing in this section alters the date of termination of the specified contract as provided under that other written law or rule of law.

[Act 37 of 2020 wef 14/01/2021]

### **Effect of certificate**

**50.** To avoid doubt, section 49 —

- (a) does not apply to a specified contract that is a contract of national interest; but
- (b) applies to a specified contract before a certificate is issued to one of the parties by the Minister or an authorised officer under section 60, certifying it to be a contract of national interest.

[Act 37 of 2020 wef 14/01/2021]

### *Division 3 — Compensation for landlords*

#### **Notice for compensation**

**51.—**(1) Where *B* seeks compensation from *A* pursuant to section 43(3), *B* must —

- (a) serve a notice for compensation on *A* within 2 weeks after the negotiation period for *A*'s notice of negotiation; and
- (b) lodge that notice for compensation with the adjustment relief Registrar within the period in paragraph (a).

(2) The adjustment relief Registrar may refuse to accept the notice for compensation for lodgment if —

- (a) the notice for compensation was not served and lodged in accordance with subsection (1); or
- (b) *B* fails or refuses to provide any information or document reasonably required by the adjustment relief Registrar.

(3) To avoid doubt, nothing in this Part prevents *B* from serving both a notice of objection under section 46 and a notice for compensation on *A*.

[Act 37 of 2020 wef 14/01/2021]

**Withdrawal of notice for compensation**

**52.** *B* may, at any time before an adjustment relief assessor makes a determination concerning the compensation sought by *B*, withdraw *B*'s notice for compensation by —

- (a) serving a notice of withdrawal of the notice for compensation on *A*; and
- (b) lodging that notice of withdrawal with the adjustment relief Registrar within 2 days after the date of the service of that notice of withdrawal on *A*.

*[Act 37 of 2020 wef 14/01/2021]*

*Division 4 — Revision of repayment schedule***Notice of revision of repayment schedule**

**53.—**(1) Where *A* seeks a revision of the repayment schedule pursuant to section 43(5), *A* must serve a notice of revision on all the persons in subsection (2), in accordance with subsections (3) and (4).

(2) The persons for the purpose of subsection (1) are all of the following:

- (a) *B* and *B*'s assignees;
- (b) any person who is *A*'s guarantor or surety, or who has issued any performance bond or equivalent, in relation to any of *A*'s obligations under the specified contract.

(3) *A* must serve the notice of revision on all the persons in subsection (2) —

- (a) within 6 weeks, or such longer period as the Minister may determine by order in the *Gazette*, after —
  - (i) the date of commencement of section 9 of the COVID-19 (Temporary Measures) (Amendment No. 3) Act 2020; or
  - (ii) where *A* seeks to revise the repayment schedule under subsection (1) pursuant to a change in the substance of Part 1 or 2 of the Fourth Schedule, the

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date of commencement of the amendment effecting the change; and

(b) within the service period for that notice.

(4) The notice of revision must set out the revised repayment schedule proposed by *A* that satisfies the following requirements:

(a) the amount covered by *A*'s revised repayment schedule must include, and only include —

(i) moneys that became payable under the specified contract on or after 1 February 2020 and before the date of the notice of revision, and that remain unpaid on that date;

(ii) any interest imposed on any late payment of the moneys in sub-paragraph (i) (determined in accordance with section 7A, where section 7A applies), accruing before the date of the notice of revision; and

(iii) interest on the amounts in sub-paragraphs (i) and (ii) at the prescribed rate;

(b) the period of repayment must not exceed 18 months;

(c) the amount covered by *A*'s revised repayment schedule must be payable in equal instalments, on a monthly basis;

(d) the first instalment must be payable within one month after the period of 6 weeks, or such longer period as the Minister may determine by order in the *Gazette*, after the date of commencement of section 9 of the COVID-19 (Temporary Measures) (Amendment No. 3) Act 2020.

(5) To avoid doubt —

(a) the period of repayment in subsection (4)(b) may extend beyond the period provided in the specified contract for repayment; and

(b) upon service of the notice of revision, *A* cannot be required to pay any other interest or charge (however described) on the moneys mentioned in subsection (4)(a)(i) and (ii), that

might be payable under the specified contract after the date of the notice of revision.

*[Act 37 of 2020 wef 14/01/2021]*

### **Notice of objection**

**54.—**(1) Where *B* or *B*'s assignee (as the case may be) wishes to object to *A*'s revision of the repayment schedule, *B* or *B*'s assignee must —

- (a) serve a notice of objection on *A* and all the persons in section 53(2)(b) —
  - (i) within the period of 2 weeks after the negotiation period for *A*'s notice of revision; and
  - (ii) within the service period for that notice; and
- (b) lodge the notice of objection with the adjustment relief Registrar within the period in paragraph (a)(i).

(2) *B* or *B*'s assignee (as the case may be) may only object to *A*'s revision of the repayment schedule on any one or more of the following grounds:

- (a) the contract in question is not a specified contract described in Part 1 of the Fourth Schedule;
- (b) *A* does not satisfy the requirements in Part 2 of the Fourth Schedule;
- (c) the notice of revision was not served in accordance with section 53;
- (d) *A*'s proposed revised repayment schedule does not satisfy the requirements in paragraphs (a) to (d) of section 53(4).

(3) The adjustment relief Registrar may refuse to accept the notice of objection for lodgment if —

- (a) the notice of objection was not served and lodged in accordance with subsection (1); or
- (b) *B* or *B*'s assignee (as the case may be) fails or refuses to provide any information or document reasonably required by the adjustment relief Registrar.

(4) Pending the determination of an adjustment relief assessor on the validity of any objection by *B* or *B*'s assignee (as the case may be), *A* may make the payments in accordance with *A*'s proposed revised repayment schedule.

*[Act 37 of 2020 wef 14/01/2021]*

### **Withdrawal of notice**

**55.** *B* or *B*'s assignee (as the case may be) may, at any time before an adjustment relief assessor makes a determination concerning *A*'s proposed revision to the repayment schedule, withdraw its notice of objection by —

- (a) serving a notice of withdrawal of the notice of objection on *A*, and *B* and *B*'s assignees (but not on the person making the withdrawal), within the service period for that notice of withdrawal; and
- (b) lodging that notice of withdrawal with the adjustment relief Registrar within the service period for that notice of withdrawal.

*[Act 37 of 2020 wef 14/01/2021]*

### **Revised repayment schedule to form part of specified contract**

**56.** Where —

- (a) *B* and *B*'s assignees do not object to *A*'s proposed revised repayment schedule under section 54(1);
- (b) the adjustment relief Registrar refuses to accept any notice of objection for lodgment under section 54(3);
- (c) every notice of objection served and lodged is withdrawn under section 55; or
- (d) the adjustment relief assessor dismisses all of *B*'s and *B*'s assignees' objections,

then —

- (e) the revised repayment schedule forms part of the specified contract as from the date of the notice of revision, and prevails over any term of the specified contract to the extent of any inconsistency between them; and

- (f) *A* is discharged from any liability to pay any interest or charge mentioned in section 53(5)(b).

*[Act 37 of 2020 wef 14/01/2021]*

### **Time when revised repayment schedule ceases to apply**

**57.—**(1) Where —

- (a) *A* fails to pay any instalment under the revised repayment schedule within 14 days after the date on which the instalment is due to be paid under the revised repayment schedule;
- (b) *A* terminates or repudiates the specified contract during the period covered by the revised repayment schedule; or
- (c) *B* terminates the specified contract for any default by *A* other than a failure mentioned in paragraph (a),

then the revised repayment schedule ceases to have effect and the following become payable immediately (called in this section the outstanding repayments):

- (d) the amount of any instalment payable under the revised repayment schedule before the date of the occurrence of the event in paragraph (a), (b) or (c) (as the case may be) and that remains unpaid on that date;
- (e) the instalments payable under the revised repayment schedule on or after that date, excluding the amount in section 53(4)(a)(iii) that is part of those instalments.

(2) As from and including the date of the occurrence of the event in subsection (1)(a), (b) or (c) (as the case may be), the outstanding repayments are subject to all interest and other late payment charges (however described) stipulated under the specified contract until the date that the outstanding repayments are repaid.

*[Act 37 of 2020 wef 14/01/2021]*

### **Passing of title to goods**

**58.** Despite anything in the specified contract, title to any goods that are the subject of the specified contract passes to *A* when *A* has paid all moneys required to be paid by *A* under this Division.

*[Act 37 of 2020 wef 14/01/2021]*

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*Division 5 — Adjustment of rights and obligations for terminated contract*

**Adjustment of rights and obligations for terminated contract**

**59.**—(1) *C* may seek to adjust the rights and obligations of the parties and their assignees under the terminated contract in accordance with Division 2.

(2) For the purpose of subsection (1) —

- (a) sections 45 to 48 apply, with each reference to *A* read as a reference to *C*, and each reference to *B* read as a reference to any other party to the terminated contract;
- (b) the ground of objection in section 46(2)(a) that the contract is of national interest is omitted;
- (c) despite section 48(1), *C* may withdraw its notice of negotiation at any time before the date of determination by an adjustment relief assessor concerning whether *C* satisfies the requirements of Part 3 of the Second Schedule, by serving the notice of withdrawal of the notice of negotiation in the manner described in section 48(1); and
- (d) despite section 48(3), any other party or its assignee (as the case may be) may withdraw its notice of objection at any time before the date of determination by an adjustment relief assessor concerning whether there is any valid ground of objection to *C*'s notice of negotiation, by serving and lodging the notice of withdrawal in the manner described in section 48(3).

(3) To avoid doubt, the fact that the specified contract is terminated under any other written law or rule of law before section 45 can be applied does not prevent sections 45 to 48 (as modified) from applying to *C*, and the other parties and their assignees to the terminated contract.

(4) To avoid doubt, where a notice under Division 2 is served or lodged before the specified contract is terminated as mentioned in section 43(6), those notices are treated as if they had been served or lodged for the purposes of this Division.

*[Act 37 of 2020 wef 14/01/2021]*

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*Division 6 — Contracts of national interest*

**Certification of contract of national interest**

**60.**—(1) The Minister charged with the responsibility under Article 30 of the Constitution of the Republic of Singapore for the subject to which a specified contract relates may, on the Minister's own motion or at the request of any party to the specified contract, certify that the specified contract is a contract of national interest.

(2) The Minister may authorise any public officer to certify any specified contract as a contract of national interest under subsection (1) on the Minister's behalf.

(3) For the purpose of issuing a certificate under this section, the Minister or authorised officer may by written notice require any person to provide the Minister or authorised officer with such information or document as the Minister or authorised officer may require, within the time specified in the notice.

(4) Except where the person so notified is under a statutory obligation to observe secrecy in relation to the information or document sought, the person must comply with the notice.

(5) A person who, without reasonable excuse, fails to comply with subsection (4) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

(6) It is not a defence to a charge under subsection (5) for a person's failure to provide any information or document sought from the person under subsection (3), that the person is under a duty of secrecy (other than a statutory duty of secrecy) in respect of the information or the contents of that document.

(7) A person who in good faith complies with the notice in subsection (3) is treated as not being in breach of that duty of secrecy despite any law or the terms of any contract.

(8) A certificate issued by the Minister or authorised officer in respect of any specified contract is conclusive that the specified contract is a contract of national interest.

*[Act 37 of 2020 wef 14/01/2021]*

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**Notice of negotiation for contract of national interest and notice for repricing**

**61.**—(1) Where a party to a specified contract that satisfies the requirements in Part 3 of the Second Schedule (called in this Part *D*) is issued with a certificate certifying that the specified contract is a contract of national interest, *D* may at any time serve a notice of negotiation for contract of national interest on all the other parties to the specified contract and seek a renegotiation of the price of the specified contract during the negotiation period for that notice of negotiation for contract of national interest.

(2) Where the renegotiation fails, *D* may seek a repricing of the specified contract by —

- (a) serving a notice for repricing on all the persons in subsection (3), in accordance with subsection (4); and
- (b) lodging that notice with the adjustment relief Registrar within the period in subsection (4)(a).

(3) The persons for the purpose of subsection (2)(a) are as follows:

- (a) any other party to the specified contract;
- (b) any person who is *D*'s guarantor or surety, or who has issued any performance bond or equivalent, in relation to any of *D*'s obligations under the specified contract;
- (c) any assignee of any other party to the specified contract.

(4) *D* must serve the notice for repricing on the persons in subsection (3) —

- (a) within the period of 2 weeks after the negotiation period for the notice of negotiation for contract of national interest; and
- (b) within the service period for the notice of repricing.

*[Act 37 of 2020 wef 14/01/2021]*

**Withdrawal of notice for repricing**

**62.** *D* may, at any time before an assessor makes a determination concerning the repricing of the specified contract sought by *D*, withdraw *D*'s notice for repricing by —

- (a) serving a notice of withdrawal of the notice for repricing on all the other parties and their assignees within the service period for that notice of withdrawal; and
- (b) lodging that notice of withdrawal with the adjustment relief Registrar within the service period for that notice of withdrawal.

*[Act 37 of 2020 wef 14/01/2021]*

### *Division 7 — Adjustment relief assessor's determination*

#### **Adjustment relief Registrar**

**63.**—(1) The Minister is to appoint an adjustment relief Registrar of adjustment relief assessors, to carry out the duties imposed on an adjustment relief Registrar under this Part.

(2) The Minister may in addition appoint adjustment relief Deputy Registrars.

(3) Subject to regulations made under section 79, all the powers and duties conferred and imposed on the adjustment relief Registrar may be exercised by an adjustment relief Deputy Registrar.

(4) The adjustment relief Registrar may, in any particular case, extend the time for service or lodgment of any notice under this Part.

*[Act 37 of 2020 wef 14/01/2021]*

#### **Panel of adjustment relief assessors**

**64.** The Minister must appoint a panel of adjustment relief assessors comprising such number of persons who satisfy the requirements prescribed for the purposes of this section, for the purpose of making the determinations in section 66.

*[Act 37 of 2020 wef 14/01/2021]*

#### **Appointment of adjustment relief assessors**

**65.**—(1) Where, in relation to any specified contract, the adjustment relief Registrar has accepted for lodgment —

- (a) any notice of objection pursuant to section 46(1) (including that section as applied by Division 5);

- (b) any notice for adjustment pursuant to section 47(1) (including that section as applied by Division 5);
- (c) any notice for compensation pursuant to section 51(1);
- (d) any notice of objection pursuant to section 54(1); or
- (e) any notice for repricing pursuant to section 61(2),

then, the adjustment relief Registrar must appoint an adjustment relief assessor to make the determination or determinations in section 66 in relation to the specified contract.

(2) Where, in relation to any specified contract, the adjustment relief Registrar —

- (a) has refused to accept any notice of objection for lodgment under section 46(3); or
- (b) any notice of objection lodged pursuant to section 46(1) has been withdrawn,

then, if any determination is required to be made by an adjustment relief assessor for the adjustment of the rights and obligations of the parties and their assignees, the adjustment relief Registrar must appoint an adjustment relief assessor to make the determination.

*[Act 37 of 2020 wef 14/01/2021]*

### **Adjustment relief assessor's determinations**

**66.**—(1) For a notice of objection lodged under section 46, the adjustment relief assessor —

- (a) must determine whether there is any valid ground of objection; and
- (b) if there is no valid ground of objection, must —
  - (i) determine the date of termination of the contract in accordance with section 49; and
  - (ii) determine the adjustment of the rights and obligations of the parties and their assignees in accordance with Part 4 of the Second Schedule or, where it is just and fair to do so, in any way different

from the manner set out in Part 4 of the Second Schedule.

(2) In making a determination under subsection (1)(a), the adjustment relief assessor may take into account a ground not stated in the notice of objection.

(3) In making a determination under subsection (1)(b)(i), the adjustment relief assessor may take into account any date proposed by any party as the date of termination.

(4) The determinations under subsection (1)(a) and (b)(i) and (ii) need not be made together on the same day.

(5) Nothing in subsection (1) prevents an adjustment relief assessor from making the determinations in subsection (1)(b) without first determining whether the contract in question is governed by Singapore law.

(6) For a notice for adjustment lodged under section 47, the adjustment relief assessor —

- (a) must determine whether there is any valid ground of objection; and
- (b) if there is no valid ground of objection, must determine the adjustment of the rights and obligations of the parties and their assignees in accordance with Part 4 of the Second Schedule or, where it is just and fair to do so, in any way different from the manner set out in Part 4 of the Second Schedule.

(7) For a notice for compensation lodged under section 51, the adjustment relief assessor must —

- (a) determine whether —
  - (i) the specified contract is one that is described in Part 1 of the Third Schedule; and
  - (ii) *B* satisfies the requirements in Part 2 of the Third Schedule; and
- (b) if the requirements in paragraph (a) are satisfied, further determine the amount of compensation payable by *A* to *B*.

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(8) For a notice of objection lodged under section 54, the adjustment relief assessor must —

- (a) determine whether there is any valid ground of objection; and
- (b) where the adjustment relief assessor determines that the only valid objection is that *A*'s proposed revised repayment schedule does not satisfy any requirement in paragraphs (a) to (d) of section 53(4), determine what the revised repayment schedule should be.

(9) In making a determination under subsection (8)(a), the adjustment relief assessor may take into account a ground not stated in the notice of objection.

(10) For a notice for repricing lodged under section 61, an adjustment relief assessor must determine —

- (a) whether *D* satisfies the requirements in Part 3 of the Second Schedule; and
- (b) whether the contract should be repriced and, if so, the price to be applied to the contract.

(11) Where section 65(2) applies, the adjustment relief assessor must determine the adjustment of the rights and obligations of the parties and their assignees in accordance with Part 4 of the Second Schedule or, where it is just and fair to do so, in any way different from the manner set out in Part 4 of the Second Schedule.

*[Act 37 of 2020 wef 14/01/2021]*

### **Subsequent determinations**

**67.—**(1) After an adjustment relief assessor has made a determination under section 66, the adjustment relief assessor or another adjustment relief assessor may, either on his or her own motion or on the application of all or any of the persons to whom the adjustment relief assessor's determination relates —

- (a) vary or replace the determination if —
  - (i) one of those persons adduces further information or documents after the determination which would have a material influence on the determination but which

could not have with reasonable diligence been obtained for use at the proceedings before the adjustment relief assessor prior to the determination; and

- (ii) it is just and fair for a variation or replacement of the determination to be made under subsection (1);
- (b) where one of those persons is required by the determination to make any payment — grant that person an extension of time to make the payment or determine that the person make the payment in instalments; or
- (c) undertake a further review of the matter and make any further determination as is appropriate to achieve a just and fair outcome.

(2) In considering whether it is just and fair for a variation or replacement of the determination to be made under subsection (1)(a), or whether to make any further determination under subsection (1)(c), the adjustment relief assessor must take into account the following factors:

- (a) whether there has been any undue delay in the making of the application for a subsequent determination under subsection (1);
- (b) whether any person has taken any action in reliance on the determination.

*[Act 37 of 2020 wef 14/01/2021]*

### **Enforcement of adjustment relief assessor’s determinations**

**68.**—(1) The determinations under sections 66 and 67 may, with leave of the court, be enforced in the same manner as a judgment or an order of the court to the same effect.

(2) Where leave of the court is so granted, judgment may be entered in the terms of the determinations.

(3) The determinations are binding on all the parties and their assignees to the specified contract in question and all other persons claiming under or through them.

(4) There is no appeal from the determinations.

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(5) A person who, without reasonable excuse, fails to comply with any determination binding on the person shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

*[Act 37 of 2020 wef 14/01/2021]*

### **No representation by advocate and solicitor**

**69.** No party or assignee may be represented by an advocate and solicitor at proceedings before an adjustment relief assessor, except with the permission of the adjustment relief assessor.

*[Act 37 of 2020 wef 14/01/2021]*

### **Costs**

**70.** Each party or assignee must bear the party's or assignee's own costs for proceedings before an adjustment relief assessor.

*[Act 37 of 2020 wef 14/01/2021]*

### **Confidentiality of proceedings**

**71.—(1)** This section applies to the following information:

- (a) any statement or document submitted, created or made for the purposes of a proceeding before an adjustment relief assessor;
- (b) any information (whether written or oral) that is disclosed in the course of the proceeding.

(2) A person who is a party to the proceeding must not disclose to any other person any information in subsection (1), except —

- (a) with the consent of the person to whom the information relates;
- (b) to the extent that the information is already in the public domain;
- (c) to the extent that the disclosure is necessary for the purposes of, or in connection with, the proceeding, the enforcement of an adjustment relief assessor's determination, or any proceeding before a court or an arbitral tribunal; or
- (d) to the extent that the disclosure is required for any purpose under this Act.

(3) A person who contravenes subsection (2) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

(4) Where there is a contravention of subsection (2), a person who has suffered loss or damage as a result of the contravention has a right of action against the person who contravenes that subsection.

(5) The types of relief the court may grant in an action under subsection (4) include an injunction and damages.

*[Act 37 of 2020 wef 14/01/2021]*

### **Adjustment relief Registrar and adjustment relief assessors treated as public servants**

72. The adjustment relief Registrar or an adjustment relief assessor who, in the course of his or her duties under this Part, exercises any power as such, is treated as a public servant for the purposes of the Penal Code (Cap. 224) when exercising such power.

*[Act 37 of 2020 wef 14/01/2021]*

### **Protection from liability**

73. No liability shall lie against the adjustment relief Registrar or an adjustment relief assessor with respect to anything done or omitted to be done in good faith and with reasonable care in the discharge or purported discharge of the adjustment relief Registrar's or adjustment relief assessor's functions and duties under this Part.

*[Act 37 of 2020 wef 14/01/2021]*

## *Division 8 — Miscellaneous*

### **Form of notices, etc.**

74.—(1) All notices required to be served or lodged under this Part must be in the prescribed form, and include the supporting documents prescribed (if any) for the notice.

(2) Without affecting subsection (1), all notices lodged with the adjustment relief Registrar must also be lodged with any information prescribed for the lodgment of the notice.

(3) To avoid doubt, a notice that is required to be served or lodged under this Part is not so served or lodged if it is not in the prescribed

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form, does not include any of the supporting documents prescribed for it or is not lodged with the prescribed information, as the case may be.

(4) To avoid doubt, the withdrawal of any notice under this Part does not prevent another of such notice of the type withdrawn being served and lodged, if such notice may be served and lodged in accordance with the requirements of this Part.

*[Act 37 of 2020 wef 14/01/2021]*

### **Confidentiality of information and documents served**

**75.—**(1) A person who is served with any notice under this Part must not disclose to any other person any information in or supporting document served with the notice, except —

- (a) with the consent of the person to whom the information or document relates;
- (b) to the extent that the information or document is already in the public domain;
- (c) to the extent that the disclosure is necessary for the purposes of, or in connection with, any proceeding before an adjustment relief assessor, the enforcement of an adjustment relief assessor's determination, or any proceeding before a court or an arbitral tribunal; or
- (d) to the extent that the disclosure is required for any purpose under this Act.

(2) A person who contravenes subsection (1) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

(3) Where there is a contravention of subsection (1), a person who has suffered loss or damage as a result of the contravention has a right of action against the person who contravenes the subsection.

(4) The types of relief the court may grant in an action under subsection (3) include an injunction and damages.

*[Act 37 of 2020 wef 14/01/2021]*

**False declaration, etc.**

76. A person who —

- (a) makes any declaration or statement, or provides any information or document, under or for the purposes of this Part that is false or misleading in a material particular; and
- (b) knows or ought reasonably to know that, or is reckless as to whether, the declaration, statement, information or document is false or misleading in a material particular,

shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 12 months or to both.

*[Act 37 of 2020 wef 14/01/2021]*

**Proceedings under other Acts**

77. The service by a person on any other person of any notice under this Part, and any proceedings before an adjustment relief assessor under this Part, are not treated as proceedings for the purposes of the following provisions:

- (a) section 210(10) of the Companies Act (Cap. 50);
- (b) sections 64(1)(c) and (8)(c), 65(1)(c), 95(1)(c), 96(4)(c), 129, 133(1), 170(2), 248, 276(3), 293(1) and 327(1)(c) of the Insolvency, Restructuring and Dissolution Act 2018 (Act 40 of 2018);
- (c) repealed sections 211B(1)(c) and (8)(c), 211C(1)(c), 227C(c), 227D(4)(c), 258, 262(3), 299(2) and 353 of the Companies Act, to the extent that they continue to apply under section 526 of the Insolvency, Restructuring and Dissolution Act 2018;
- (d) sections 45(3), 56F(1) and 76(1)(c) of the repealed Bankruptcy Act (Cap. 20), to the extent that they continue to apply under section 525 of the Insolvency, Restructuring and Dissolution Act 2018;
- (e) any other prescribed written law.

*[Act 37 of 2020 wef 14/01/2021]*

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**Amendment of Second, Third, Fourth and Fifth Schedules**

**78.**—(1) The Minister may, by order in the *Gazette*, at any time in the period of 2 months after the date of commencement of section 9 of the COVID-19 (Temporary Measures) (Amendment No. 3) Act 2020, amend the Second, Third, Fourth or Fifth Schedule.

(2) Where, as a result of an amendment under subsection (1) —

- (a) a contract ceases to be a specified contract under Part 1 of the Second Schedule, Part 1 of the Third Schedule or Part 1 of the Fourth Schedule; or
- (b) a party to a specified contract ceases to satisfy the requirements in Part 3 of the Second Schedule, Part 2 of the Third Schedule or Part 2 of the Fourth Schedule,

the relevant provisions of this Part continue to apply in relation to the contract or the person if, before the date on which the amendment comes into operation —

- (c) a notice of negotiation has been served under section 45 on any one of the parties to the contract;
- (d) a notice for compensation has been served under section 51 on *A*;
- (e) a notice of revision has been served under section 53 on *B*;  
or
- (f) a notice of negotiation for contract of national interest has been served under section 61(1) on any one of the other parties to the contract,

as the case may be.

(3) The Minister may, in the order, make any saving and transitional provisions that may be necessary or expedient.

*[Act 37 of 2020 wef 14/01/2021]*

**Regulations for this Part**

**79.**—(1) The Minister may make regulations for or with respect to any matter that is required or permitted to be prescribed or that is necessary or convenient to be prescribed for carrying out or giving

effect to this Part (including the Second, Third, Fourth and Fifth Schedules).

(2) Without limiting subsection (1), regulations may be made for or with respect to —

- (a) the forms to be used for any notice or other document required to be served or lodged under this Part;
- (b) any supporting documents that must be served or lodged together with any notice under this Part;
- (c) where any notice may be served under this Part, any other person (in addition to the persons specified in this Part) on whom the notice must be served;
- (d) the manner of service of any document and when it is deemed served;
- (e) the procedure and practice for a proceeding before an adjustment relief assessor, including requiring the proceeding to be held in private and the treatment of confidential information;
- (f) the manner in which the adjustment relief Registrar or an adjustment relief assessor is to exercise his or her functions or perform his or her duties;
- (g) the extension by the adjustment relief Registrar or an adjustment relief assessor of any time within which any document is to be filed or furnished;
- (h) the fees and charges and their method of payment for the purposes of this Part; and
- (i) the prescribing of any matter that may be prescribed under this Part or the Second, Third, Fourth or Fifth Schedule.

*[Act 37 of 2020 wef 14/01/2021]*

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PART 10A  
RELIEFS FOR CONSTRUCTION CONTRACTS  
AFFECTED BY INCREASE IN FOREIGN MANPOWER  
SALARY COSTS

*[Act 14 of 2021 wef 06/08/2021]*

*Division 1 — General*

**Interpretation of this Part**

**79A.** In this Part, unless the context otherwise requires —

“assignee”, in relation to a person, includes a successor in title of that person;

“construction works”, in relation to a construction contract, means the construction works (within the meaning given by section 3(1) of SOPA) to be carried out under the construction contract;

“contract sum” means the total sum payable for the construction works to which the construction contract relates, as at the time the construction contract was entered into, and includes such sum as adjusted by a determination under section 79G or a subsequent determination under section 79H;

“foreign manpower salary costs” means the remuneration (including bonuses, allowances and overtime payments) payable to individuals who are neither citizens nor permanent residents of Singapore and who hold a work permit, but excludes such matters as may be prescribed by regulations made under section 79K;

“Part 10A assessor” means a person appointed to the panel of Part 10A assessors under section 79E;

“Part 10A Registrar” means the Part 10A Registrar appointed under section 79D(1), and includes any Part 10A Deputy Registrar exercising the functions of the Part 10A Registrar;

“SOPA” means the Building and Construction Industry Security of Payment Act (Cap. 30B);

“work permit” means a work pass known as a work permit issued under the Employment of Foreign Manpower (Work Passes) Regulations 2012 (G.N. No. S 569/2012), and includes a training work permit issued under those Regulations.

*[Act 14 of 2021 wef 06/08/2021]*

### **Application of this Part**

**79B.**—(1) This Part applies to a case where —

- (a) parties entered into a construction contract (including one to which the Government is a party) before 1 October 2020, but not if the construction contract was renewed (other than automatically) on or after that date; and
- (b) as at 10 May 2021, any construction works to be performed under the construction contract have not been certified in accordance with the construction contract as completed.

(2) The reference to a construction contract in subsection (1) excludes —

- (a) any construction contract for the carrying out of construction works at or on any residential property (within the meaning of the Residential Property Act (Cap. 274)) that do not require the approval of the Commissioner of Building Control under the Building Control Act (Cap. 29);
- (b) any construction contract terminated before 10 May 2021, or where a notice for the termination of the construction contract was given in accordance with the construction contract before 10 May 2021, even if the period of the notice expires on or after that date; and
- (c) any other construction contract that is prescribed by regulations made under section 79K.

(3) This Part does not apply to a case that comes within such circumstances as may be prescribed by regulations made under section 79K.

*[Act 14 of 2021 wef 06/08/2021]*

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**Relief under this Part**

**79C.**—(1) A party to a construction contract who undertakes to carry out any construction works under that contract (called in this Part *A*) may apply, in accordance with section 79F, to the Part 10A Registrar to appoint a Part 10A assessor to adjust the contract sum for the purpose in subsection (2).

(2) The purpose of the adjustment is to take into account an increase in the amount of foreign manpower salary costs incurred by *A* at any time between 1 October 2020 and 30 September 2021 or such later date as may be prescribed by regulations made under section 79K (both dates inclusive), over what *A* would otherwise have incurred, because of a COVID-19 event.

(3) Subsection (1) only applies if *A* had made a reasonable attempt to negotiate with the other party to the construction contract (called in this Part *B*) for such adjustment.

(4) A reference in this Part to an increase in the amount of foreign manpower salary costs incurred by *A* in a period, over an amount which *A* would otherwise have incurred, because of a COVID-19 event, includes an increase in an amount paid by *A* to another person (called in this section *AI*) in that period under any contract or other arrangement between *A* and *AI* in relation to the carrying out of the construction works, being payment for any foreign manpower salary costs incurred or paid for in that period (whether by *AI* or another person) in relation to the carrying out of those works, over an amount which would otherwise have been payable by *A* to *AI*, because of the COVID-19 event.

*Illustration*

The contract sum for a construction contract between *A* and *B* includes the following components (whether set out expressly in the contract or otherwise):

- (a) an amount of foreign manpower salary costs to be incurred by *A* for work permit holders employed by *A* to carry out the construction works;
- (b) cost for a part of the construction works to be carried out by a contractor engaged by *A* (*AI*) under a construction contract between *A* and *AI*, which includes (whether set out expressly in the contract or otherwise) —

- (i) an amount of foreign manpower salary costs to be incurred by *A1* for work permit holders employed by *A1* to carry out that part of the works; and
- (ii) an amount of foreign manpower salary costs to be incurred by a contractor engaged by *A1* (*A2*) and payable by *A1* to *A2* under a contract between *A1* and *A2* for construction works to be carried out by work permit holders employed by *A2*.

Each of these amounts of foreign manpower salary costs may be included for determining the amount of foreign manpower salary costs incurred or which would otherwise have been incurred by *A*.

*[Act 14 of 2021 wef 06/08/2021]*

### *Division 2 — Part 10A assessor's determination*

#### **Part 10A Registrar**

**79D.**—(1) The Minister is to appoint a Part 10A Registrar for the purposes of this Part.

(2) The Minister may in addition appoint Part 10A Deputy Registrars.

(3) Subject to regulations made under section 79K, all the powers and duties conferred and imposed on the Part 10A Registrar may be exercised by a Part 10A Deputy Registrar.

(4) The Part 10A Registrar may, in any particular case, extend the time for service of any document under this Part or any regulations made under section 79K.

*[Act 14 of 2021 wef 06/08/2021]*

#### **Panel of Part 10A assessors**

**79E.** The Minister must appoint a panel of Part 10A assessors comprising such number of persons who satisfy the requirements prescribed for the purposes of this section, for the purpose of making the determinations in sections 79G and 79H.

*[Act 14 of 2021 wef 06/08/2021]*

#### **Application for determination**

**79F.**—(1) *A* may, within the prescribed time, apply in the prescribed form and manner to the Part 10A Registrar to appoint a

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Part 10A assessor to adjust the contract sum for the purpose mentioned in section 79C(2).

(2) An application under subsection (1) must be accompanied by —

- (a) evidence that *A* had made a reasonable attempt to negotiate with *B* for the adjustment;
- (b) any other information that may be prescribed by regulations made under section 79K; and
- (c) the prescribed fee.

(2A) For the purpose of subsection (2)(c), different fees may be prescribed for different applications.

*[Act 26 of 2021 wef 05/10/2021]*

(3) A copy of the application under subsection (1) must be served by *A* within the period specified in the regulations made under section 79K on —

- (a) *B* and any other party to the construction contract;
- (b) any person who is *A*'s guarantor or surety, or who has issued any performance bond or equivalent, in relation to the carrying out of the construction works under the construction contract; and
- (c) any assignee of any other party to the construction contract.

(4) The Part 10A Registrar may, for the purposes of deciding whether to appoint a Part 10A assessor to determine an application, request *A* to provide further information within the time specified by the Part 10A Registrar.

(5) The Part 10A Registrar may reject an application if —

- (a) the application is incomplete or otherwise not made in accordance with subsections (1) and (2);
- (b) *A* fails to satisfy the Part 10A Registrar that subsection (3) is complied with;
- (c) *A* fails to comply with the Part 10A Registrar's request under subsection (4);

- (d) the Part 10A Registrar reasonably suspects that any information provided by *A* to the Part 10A Registrar is false or misleading in a material particular; or
- (e) it appears to the Part 10A Registrar, from the application or any information provided by *A* in subsection (4), that —
  - (i) the case is not one to which this Part applies; or
  - (ii) the application is frivolous or an abuse of process.

(6) Unless the Part 10A Registrar rejects an application under subsection (5), the Part 10A Registrar must appoint a Part 10A assessor to determine the application and must serve a notice of the appointment on *A* and on all the parties mentioned in subsection (3).

*[Act 14 of 2021 wef 06/08/2021]*

### **Part 10A assessor's determinations**

**79G.**—(1) On the application of *A* under section 79F for an adjustment of the contract sum, the Part 10A assessor must —

- (a) make a determination —
  - (i) whether the case is one to which this Part applies; and
  - (ii) whether *A* had made a reasonable attempt to negotiate with *B* for the adjustment; and
- (b) if each determination in paragraph (a) is in the affirmative, also make a determination —
  - (i) whether there has been an increase in the amount of the foreign manpower salary costs incurred by *A* at any time between 1 October 2020 and 30 September 2021 or such later date as may be prescribed by regulations made under section 79K (both dates inclusive), over what *A* would otherwise have incurred, because of a COVID-19 event; and
  - (ii) whether it is just and equitable in the circumstances of the case to adjust the contract sum to take into account such increase, and (if so) of the adjusted amount.

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- (2) When making a determination, the Part 10A assessor —
- (a) must take into account prescribed matters and prescribed principles; and
  - (b) must seek to achieve an outcome that is just and equitable in the circumstances of the case.
- (3) A determination under subsection (1) may, with the leave of the court, be enforced in the same manner as a judgment or an order of the court to the same effect.
- (4) Where leave of the court is granted, judgment may be entered in the terms of the determination.
- (5) The determination is binding on all the parties to the construction contract and all parties claiming under or through them.
- (6) Beginning on the date the contract sum is last adjusted by a determination of a Part 10A assessor, the last adjusted contract sum is considered the contract sum for all purposes under the construction contract.
- (7) There is no appeal from a determination.
- (8) Sections 14, 15 and 15A apply, with the necessary modifications, to proceedings before a Part 10A assessor under this section as if —
- (a) a reference to an assessor in those sections is a reference to a Part 10A assessor; and
  - (b) a reference to an assessor’s determination in section 15A is a reference to a determination.
- (9) Sections 16 and 17 apply to the Part 10A Registrar or a Part 10A assessor when carrying out his or her functions and duties under this Part as they apply to the Registrar or an assessor mentioned in Part 2 when carrying out his or her functions and duties under Part 2.

*[Act 14 of 2021 wef 06/08/2021]*

### **Subsequent determinations**

**79H.**—(1) After a Part 10A assessor has made a determination under this section or section 79G (called in this section the initial

determination), the Part 10A assessor or another Part 10A assessor may, either on his or her own motion or on the application of one or both of the parties to the initial determination —

- (a) vary or replace the initial determination if there has been a material change in circumstances after it has been made and it is just and equitable for the variation or replacement to be made; or
- (b) require the parties to attend before the Part 10A assessor after a specified time for a further review of the matter and to make any additional determination as is appropriate.

(1A) An application under subsection (1) by a party to the initial determination must be accompanied by the prescribed fee.

*[Act 26 of 2021 wef 05/10/2021]*

(2) In considering whether it is just and equitable for a variation or replacement of the initial determination to be made under subsection (1)(a), or whether to make any additional determination under subsection (1)(b), the Part 10A assessor must take into account the following factors:

- (a) whether there has been any undue delay by the applicant in making the application for a subsequent determination under subsection (1);
- (b) whether any party to the construction contract has taken any action in reliance on the initial determination;
- (c) whether, in relation to the contract sum as adjusted by the initial determination —
  - (i) proceedings before a court have commenced;
  - (ii) arbitral proceedings under the Arbitration Act (Cap. 10) have commenced; or
  - (iii) an adjudication application has been made under section 13(1) of SOPA,

and if so, the stage of the proceedings or application mentioned in sub-paragraph (i), (ii) or (iii).

(3) No action may be taken under subsection (1) if a judgment, an arbitral award or a determination has been given or made in relation

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to any proceedings or application mentioned in subsection (2)(c)(i), (ii) or (iii).

(4) Section 79G applies, with the necessary modifications, to any determination made under subsection (1).

*[Act 14 of 2021 wef 06/08/2021]*

### **Effect of determination on operation of Building and Construction Industry Security of Payment Act**

**79I.** Section 38B applies to an action under SOPA in relation to a construction contract the contract sum of which is adjusted by a determination under section 79G or 79H, as it applies to an action under SOPA in relation to a supply contract adjusted by a determination under section 38 or 38A, with the necessary modifications and the following additional modifications:

- (a) section 38B(3), (5) and (6) is omitted;
- (b) a reference to a Part 8 determination is to a determination under section 79G or 79H;
- (c) a reference to the modification of the manner in which an obligation or a right under a supply contract is to be performed or exercised is to the adjustment of the contract sum.

*[Act 14 of 2021 wef 06/08/2021]*

### **Effect of determination on court or tribunal proceedings**

**79J.** In any proceedings before a court or an arbitral tribunal in relation to any matter arising under or by virtue of a contract in relation to a determination under section 79G or a subsequent determination under section 79H, the court or arbitral tribunal may make such orders as it considers appropriate, having regard to the determination and any action taken by a party to the contract in good faith and in reliance on the determination.

*[Act 14 of 2021 wef 06/08/2021]*

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*Division 3 — Miscellaneous***Regulations for this Part**

**79K.**—(1) The Minister may make regulations for or with respect to any matter that is required or permitted to be prescribed or that is necessary or convenient to be prescribed for carrying out or giving effect to this Part.

(2) Without limiting subsection (1), the regulations may provide for the use of an alternative method of dispute resolution, such as mediation, to manage and resolve any dispute between parties to a construction contract.

(3) Regulations made under this section may make provision for or in relation to a matter by applying, adopting or incorporating by reference, with or without modification, any regulations made under section 19 or 39, or a part of any such regulations, as in force at a particular time or from time to time.

*[Act 14 of 2021 wef 06/08/2021]*

**PART 11****PERSONAL CONTACT TRACING DATA**

*[Act 6 of 2021 wef 01/03/2021]*

**Interpretation of this Part**

**80.** In this Part, unless the context otherwise requires —

“anonymised data” includes aggregated data and de-identified data;

“contact tracing” means the process of identifying, notifying or communicating with any individual who —

(a) could be a source of COVID-19 infection; or

(b) having been, or suspected to have been, directly or indirectly in contact with an infected individual or any other individual, or at a particular place, could be at risk of being infected with COVID-19;

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- “contractor”, in relation to a public sector agency, means a person who is engaged to perform any function of or supply any goods or services to the agency, and includes an employee of that person;
- “criminal proceeding” includes any pre-trial procedure, inquiry, trial or other proceeding in court;
- “data administrator”, in relation to a digital contact tracing system, means a public sector agency designated by the Minister to administer data collected by or recorded in the digital contact tracing system;
- “digital contact tracing system” means an information technology system comprising one or more types of digital contact tracing tools, that is specified in the Sixth Schedule;
- “digital contact tracing tool” means any token, software, application, Internet website or apparatus designed to facilitate the carrying out of contact tracing, that records one or more of the following:
- (a) the entry or exit of an individual to or from any place;
  - (b) proximity information;
  - (c) the date, time and duration of the entry, exit or proximity;
- “officer of a public sector agency” means a public officer holding a post in a public sector agency or an employee of a public sector agency, and includes an individual under a secondment arrangement making available temporarily to a public sector agency the service of the individual;
- “personal contact tracing data” means entry or exit records, proximity information or other data —
- (a) collected using any digital contact tracing tool or combination of digital contact tracing tools, that is part of a digital contact tracing system; and
  - (b) which, by itself or with other information, identifies any individual;

*Explanation*

Anonymised data, such as aggregated data about the individuals who entered a place on a certain date or de-identified data, is not personal contact tracing data.

“personal device” means —

- (a) a mobile phone or other similar device on which a digital contact tracing tool is installed or which is used to access a digital contact tracing tool; or
- (b) a token containing a wireless transmitter, designed or capable of being used as a digital contact tracing tool;

“proximity information” means information about the proximity of an individual’s personal device to another personal device or to any apparatus on which a digital contact tracing tool is installed;

“public sector agency” means any of the following:

- (a) a Ministry or department of the Government;
- (b) a body corporate established by a public Act for the purposes of a public function;
- (c) an Organ of State, excluding a court;

“serious offence” means an offence within any of the categories specified in the Seventh Schedule, and includes an abetment of or attempt, conspiracy or common intention to commit such an offence.

*[Act 6 of 2021 wef 01/03/2021]*

**Application of this Part**

**81.** This Part applies to personal contact tracing data that is collected before, on or after the date of commencement of this Part as part of the national contact tracing efforts to prevent or control the spread of COVID-19.

*[Act 6 of 2021 wef 01/03/2021]*

**Preservation of secrecy of personal contact tracing data**

**82.—(1)** Subject to this section, the personal contact tracing data recorded in any digital contact tracing system is to be used by a public

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sector agency only to carry out or facilitate contact tracing (including to administer or maintain the digital contact tracing tools and digital contact tracing system).

(2) No police officer or other officer of any law enforcement agency, in the exercise of any power under the Criminal Procedure Code (Cap. 68) or other written law, may order the disclosure or production of, or search, access or seize, any personal contact tracing data for any investigation or criminal proceeding, except an investigation or criminal proceeding in respect of a serious offence.

(3) No officer of a public sector agency, in the performance of his or her duties or functions under any written law, may require the disclosure or production of any personal contact tracing data, except for the purpose permitted by subsection (1).

(4) A person is not obliged to comply with any order or direction to provide any personal contact tracing data made in contravention of subsection (2) or (3).

(5) Any officer of a public sector agency, contractor engaged by a public sector agency, police officer or other officer of any law enforcement agency who —

- (a) has access to personal contact tracing data in the course of the officer's or contractor's employment or engagement; and
- (b) uses or discloses any of the personal contact tracing data for any purpose other than —
  - (i) the purpose permitted by subsection (1);
  - (ii) an investigation or criminal proceeding in respect of a serious offence; or
  - (iii) an investigation or criminal proceeding in respect of an offence under this subsection,

commits an offence and shall be liable on conviction to a fine not exceeding \$20,000 or to imprisonment for a term not exceeding 2 years or to both.

(6) Subsections (1) to (5) apply despite any other written law requiring or allowing disclosure of the personal contact tracing data.

(7) Subsection (5) does not prevent the disclosure to an individual of personal contact tracing data to which the individual has any right of access, whether by any rule of law or otherwise, and nothing in this section affects an individual's ability to use any personal contact tracing data in his or her possession.

(8) Upon the determination by the Minister of a date after which a digital contact tracing system is no longer required to prevent or control the spread of COVID-19, the data administrator of the digital contact tracing system must —

- (a) stop the collection of any personal contact tracing data by the digital contact tracing system after that date; and
- (b) despite section 14D of the National Library Board Act (Cap. 197), as soon as is reasonably practicable after that date, delete or cause to be deleted all personal contact tracing data in the possession or under the control of the data administrator from the digital contact tracing system, and any other record of personal contact tracing data from the digital contact tracing system used by a public sector agency for the purpose of contact tracing.

(9) To avoid doubt, the processing of personal contact tracing data to produce anonymised data is not use of the personal contact tracing data for the purposes of subsections (1) and (5).

*[Act 6 of 2021 wef 01/03/2021]*

### **Appointment of authorised persons**

**83.—**(1) The Minister may appoint one or more officers of a public sector agency as authorised persons for the administration and enforcement of this Part, either generally or for any particular provision of this Part.

(2) An authorised person appointed for the purpose mentioned in subsection (1) has all the powers of a police officer not below the rank of inspector under the Criminal Procedure Code in relation to an investigation into a non-arrestable offence, and for this purpose a reference to a police officer in section 16(2) and (3) of the Criminal Procedure Code (and in the provisions of that Code applied by that provision) is to be read as a reference to an authorised person.

(3) No liability shall lie against an authorised person with respect to anything done or omitted to be done in good faith and with reasonable care in the discharge or purported discharge of the authorised person's functions and duties under this Part.

[Act 6 of 2021 wef 01/03/2021]

### **Amendment of Sixth Schedule**

**84.**—(1) The Minister may, by order in the *Gazette*, add to the Sixth Schedule.

(2) The Minister may, in any order made under subsection (1), make such saving or transitional provisions as may be necessary or expedient.

(3) Any order made under subsection (1) must be presented to Parliament as soon as possible after publication in the *Gazette*.

[Act 6 of 2021 wef 01/03/2021]

## **PART 12**

### **RENTAL WAIVER DUE TO COVID-19 EVENT IN 2021**

[Act 26 of 2021 wef 05/10/2021]

#### *Division 1 — Preliminary*

#### **Purpose of this Part**

**85.** The purpose of this Part is to mitigate the impact of COVID-19 events, occurring during the period starting on 5 August 2021 and ending on 18 August 2021, on eligible lessees and licensees of non-residential properties by providing them waiver of rent and licence fees under their leases and licences in specified situations.

[Act 26 of 2021 wef 05/10/2021]

#### **Interpretation of this Part**

**86.** In this Part, unless the context otherwise requires —

“assessor's determination” means a determination by a rental waiver assessor under section 97 on an application made under section 95;

“Authority” means the Authority mentioned in section 87(1);

- “Division 4 determination” means a determination by a rental waiver assessor under section 102, on an application made under section 100, that it is just and equitable in the circumstances of the case for a notice of rental waiver to be issued even though the lease agreement does not satisfy section 91(2);
- “IRAS” means the Inland Revenue Authority of Singapore established by the Inland Revenue Authority of Singapore Act;
- “landlord”, for any property, includes a lessor, sub-lessor, licensor or sub-licensor for that property, but excludes a person or class of persons prescribed as not being a landlord or landlords;
- “lease agreement”, for any property, means an agreement for leasing or licensing the property that is in writing or evidenced in writing, and includes a lease or a licence;
- “notice of rental waiver” means a notice issued by the Authority under section 92(1);
- “occupier” includes such person as may be prescribed;
- “prescribed tenant-occupier” or “PTO” means a tenant of any prescribed property who is an occupier of that property;
- “PTO chain”, for a prescribed property, means a chain of landlords and tenants of the property ending with a PTO;
- “PTO’s landlord” means the landlord of a PTO;
- “Registrar” means the Registrar of rental waiver assessors appointed under section 88(1), and includes any Deputy Registrar of rental waiver assessors performing the functions of the Registrar;
- “rent” means the total amount payable by a tenant for the lease or licence of the property concerned, and includes any service charge and maintenance charge, and any other thing that is prescribed as being rent, but excludes any thing that is prescribed as not being rent;

“rental waiver assessor” means a person appointed to the panel of rental waiver assessors under section 89;

“tenant”, for any property, includes a lessee, sub-lessee, licensee or sub-licensee for that property, but excludes a person or class of persons prescribed as not being a tenant or tenants.

*[Act 26 of 2021 wef 05/10/2021]*

### **Authority for this Part and delegation by Authority**

**87.**—(1) The Minister charged with the responsibility for law is the Authority for this Part.

(2) The Authority is responsible for the administration of this Part.

(3) The Authority may delegate any function or power of the Authority in or under any provision of this Part (except sections 88 and 89, and the power of delegation conferred by this subsection) to any of the following persons (called in this section a delegate), subject to any condition or restriction the Authority specifies:

- (a) a public officer;
- (b) a public body.

(4) Where the responsible Minister for a public body is not the Minister charged with the responsibility for law, any delegation under subsection (3) to that public body may only be made after consultation with the responsible Minister for the public body.

(5) Where the Authority delegates any function or power under subsection (3) to a delegate, a reference to the Authority in this Part in relation to that function or power includes (subject to any condition or restriction mentioned in that subsection) a reference to that delegate.

(6) In this section, “public body” and “responsible Minister” (in relation to a public body) have the meanings given by section 2(1) of the Public Sector (Governance) Act 2018.

*[Act 26 of 2021 wef 05/10/2021]*

### **Registrar of rental waiver assessors**

**88.**—(1) The Authority is to appoint a Registrar of rental waiver assessors.

(2) The Authority may, in addition, appoint Deputy Registrars of rental waiver assessors.

(3) Subject to regulations made under section 107, all the powers and duties conferred and imposed on the Registrar may be exercised and performed by a Deputy Registrar.

*[Act 26 of 2021 wef 05/10/2021]*

### **Panel of rental waiver assessors**

**89.** For the purposes of this Part, the Authority must appoint a panel of rental waiver assessors comprising such number of persons who satisfy the requirements prescribed for the purposes of this section.

*[Act 26 of 2021 wef 05/10/2021]*

### **Lease agreement to which this Part applies**

**90.—**(1) This Part applies to a lease agreement, between a PTO and the PTO’s landlord for a prescribed property, that is in force during the relevant period and —

- (a) is entered into, or renewed, before 20 July 2021; or
- (b) is entered into before 20 July 2021, and is renewed (either automatically or in exercise of a right of renewal in the lease agreement) on or after that date.

(2) Where subsection (1) is satisfied in respect of a lease agreement between a PTO and the PTO’s landlord in a PTO chain for a prescribed property, this Part also applies to a lease agreement between a tenant (not being the PTO) and the tenant’s landlord in the PTO chain for the prescribed property.

(3) This Part does not apply to any property owned by the Government.

(4) In this section, “relevant period” means the period starting on 5 August 2021 and ending on 18 August 2021.

*[Act 26 of 2021 wef 05/10/2021]*

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*Division 2 — Rental waiver***PTO's eligibility for rental waiver under this Part**

**91.**—(1) A PTO of a prescribed property is eligible for waiver of rent for the property under this Part if the PTO satisfies the prescribed criteria for the waiver (called in this Part the prescribed criteria for rental waiver).

(2) Subject to Division 4, where the lease agreement between a PTO and the PTO's landlord for a prescribed property is chargeable with stamp duty under the Stamp Duties Act, the lease agreement must be duly stamped (within the meaning of that Act) on or before 2 August 2021.

*[Act 26 of 2021 wef 05/10/2021]*

**Notice of rental waiver**

**92.**—(1) The Authority may issue to each PTO of a prescribed property a notice of rental waiver for the property if —

- (a) the PTO's lease agreement for the property satisfies sections 90(1) and 91(2); or
- (b) the PTO's lease agreement for the property satisfies section 90(1) but not section 91(2), but a determination has been made under section 102 that it is just and equitable in the circumstances of the case to issue the notice of rental waiver.

(2) The notice may be in such form and contain such information as the Authority thinks necessary, but must contain sufficient particulars of the PTO and the prescribed property, for the purposes of this Part.

*[Act 26 of 2021 wef 05/10/2021]*

**Service of notice of rental waiver and prescribed documents on landlord**

**93.**—(1) A PTO of a prescribed property who receives a notice of rental waiver must, if the PTO wishes to enjoy waiver of rent for the property under this Part, serve on the PTO's landlord in the PTO chain, within the prescribed time —

- (a) a copy of the notice; and

- (b) the prescribed documents (or copies of those documents) pertaining to the PTO's eligibility for the waiver under section 91(1) (called in this section the PTO's supporting documents).

(2) A tenant of the prescribed property (not being a PTO) that is part of the PTO chain mentioned in subsection (1) and is served a copy of a notice of rental waiver and the PTO's supporting documents (or copies of those documents) under subsection (1) or this subsection must, if the tenant wishes to enjoy waiver of rent for the property under this Part, serve on the tenant's landlord in the PTO chain, within the prescribed time —

- (a) a copy of the notice; and
- (b) the PTO's supporting documents (or copies of those documents).

(3) Different times may be prescribed under subsections (1) and (2).

*[Act 26 of 2021 wef 05/10/2021]*

### **Rental waiver**

**94.—**(1) Subject to Division 3 and regulations made under section 107, the following (called in this Part the rental waiver) are treated as waived for a tenant (whether or not a PTO) in a PTO chain for a prescribed property on the date (called in this section the service date) mentioned in subsection (2):

- (a) the prescribed amount of rent payable for a prescribed period under the lease agreement for the prescribed property between the tenant and the tenant's landlord in the PTO chain;
- (b) any interest or other charge (however described) payable under the lease agreement on the amount waived under paragraph (a).

(2) For a tenant mentioned in subsection (1), the service date is —

- (a) where the documents required to be served on the tenant's landlord in the PTO chain under section 93 are served on the tenant's landlord on the same date — that date; or

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(b) where the documents required to be served on the tenant's landlord in the PTO chain under section 93 are served on the tenant's landlord on different dates — the date on which the last of the documents is served on the tenant's landlord.

(3) If subsection (1) applies to a tenant in a PTO chain for a prescribed property, then, despite any law or anything in the lease agreement for the prescribed property between the tenant and the tenant's landlord in the PTO chain —

(a) the tenant is not liable for rent that is payable under the lease agreement for the prescribed period of an amount up to the prescribed amount, and for any interest or other charge payable under the lease agreement on that amount;

(b) if the tenant has already paid to the tenant's landlord any rent for all or any part of the prescribed period (including any interest or other charge on such rent) under the lease agreement, then the rent payable by the tenant for the remaining period of the lease agreement is reduced by the amount paid up to the amount waived for the tenant under subsection (1) (called in this subsection the deductible amount), in the order described in paragraph (c);

(c) for the purposes of paragraph (b), the rent payable for the earliest period of time under the lease agreement is reduced first, followed by the rent payable for the next earliest period and so on; and

(d) if paragraph (b) is inapplicable, or there is any balance of the deductible amount remaining after any reduction under that paragraph, the tenant's landlord must immediately refund to the tenant the deductible amount or the balance, and the deductible amount or the balance is recoverable from the tenant's landlord as a debt due to the tenant.

*[Act 26 of 2021 wef 05/10/2021]*

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*Division 3 — Reversal or reduction of rental waiver*

**Application for assessor's determination**

**95.**—(1) This section applies to a landlord and the landlord's tenant (whether or not a PTO) in a PTO chain for a prescribed property when the landlord's tenant serves on the landlord the documents mentioned in section 93.

(2) The landlord or the landlord's tenant (called in this Division the applicant) may, within the prescribed time, apply in the prescribed form and manner to the Registrar to appoint a rental waiver assessor to make any of the determinations mentioned in subsection (3) or (5), as applicable.

(3) If the applicant is the landlord, the determinations are —

- (a) whether the PTO in the PTO chain for the prescribed property satisfies the prescribed criteria for rental waiver;
- (b) whether the landlord's tenant complied with the requirements of section 93(1) or (2), as applicable to the tenant, and (in the event of any non-compliance) whether the non-compliance was material in the circumstances of the case;
- (c) where the applicant is the owner of the prescribed property — whether the prescribed criteria for reversal of rental waiver are satisfied; and
- (d) whether it is just and equitable in the circumstances of the case —
  - (i) where the applicant is the owner of the prescribed property — for the rental waiver to be reversed; and
  - (ii) where the applicant is the owner or other landlord of the prescribed property — for the rental waiver to be reduced, and (if it is to be reduced) the amount of the reduction.

(4) However, the landlord may not apply for a determination under subsection (3)(a) if a Division 4 determination had earlier been made in relation to the PTO.

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(5) If the applicant is either the landlord or the landlord's tenant, the determinations are —

- (a) the actual amount of the rent under the lease agreement between the landlord and the landlord's tenant; and
- (b) the actual amount of any component of the formula used to compute the prescribed amount of rent that is waived for the landlord's tenant under section 94(1).

(6) An application for a determination in subsection (5) may not be made if —

- (a) proceedings before a court or an arbitral tribunal have commenced in relation to the matter in question; or
- (b) a judgment of a court, an arbitral award, a compromise or a settlement has been given or made in relation to the matter in question.

(7) A copy of the application in subsection (2) must be served within the prescribed time on all the landlords and tenants in the PTO chain for the prescribed property and such other person as may be prescribed.

*[Act 26 of 2021 wef 05/10/2021]*

### **Powers of Registrar**

**96.—**(1) The Registrar may, for the purposes of deciding whether to appoint a rental waiver assessor to determine an application made under section 95, request the applicant to provide further information within the time specified by the Registrar.

(2) The Registrar may reject an application if —

- (a) the application is incomplete or otherwise not made in accordance with section 95(2);
- (b) where the application is for a determination mentioned in section 95(3)(a) — the application is made in breach of section 95(4);
- (c) where the application is for a determination mentioned in section 95(5) — it appears to the Registrar, from the

- application or any information provided by the applicant, that the application is made in breach of section 95(6);
- (d) the applicant fails to satisfy the Registrar that section 95(7) is complied with;
  - (e) the applicant fails to comply with the Registrar's request under subsection (1);
  - (f) the Registrar reasonably suspects that any information provided by the applicant to the Registrar is false or misleading in a material particular; or
  - (g) it appears to the Registrar, from the application or any information provided by the applicant, that the application is frivolous or an abuse of process.

(3) Unless the Registrar rejects an application under subsection (2), the Registrar must appoint a rental waiver assessor to determine the application and must serve a notice of the appointment on the applicant and the persons mentioned in section 95(7).

*[Act 26 of 2021 wef 05/10/2021]*

### **Assessor's determination**

**97.—**(1) On an application made under section 95 by an applicant in a PTO chain for a prescribed property, the rental waiver assessor must make a determination —

- (a) in the case mentioned in section 95(3)(a) — whether the PTO in the PTO chain for the prescribed property satisfies the prescribed criteria for rental waiver;
- (b) in the case mentioned in section 95(3)(b) —
  - (i) whether the applicant's tenant in the PTO chain for the prescribed property complied with the requirements of section 93(1) or (2), as applicable to the tenant; and
  - (ii) where the applicant's tenant did not comply with any of those requirements — whether the non-compliance was material in the circumstances of the case;

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- (c) in the case mentioned in section 95(3)(c) — whether the prescribed criteria for reversal of rental waiver are satisfied;
  - (d) in the case mentioned in section 95(3)(d)(i) — whether it is just and equitable in the circumstances of the case for the rental waiver to be reversed;
  - (e) in the case mentioned in section 95(3)(d)(ii) — whether it is just and equitable in the circumstances of the case for the rental waiver to be reduced, and (if it is to be reduced) the amount of the reduction;
  - (f) in the case mentioned in section 95(5)(a) — as to the actual amount of the rent under the lease agreement for the prescribed property between the applicant and the applicant’s tenant or landlord (as the case may be) in the PTO chain; or
  - (g) in the case mentioned in section 95(5)(b) — as to the actual amount of the component of the formula in question.

(2) For the purpose of subsection (1)(d) or (e), the rental waiver assessor may take into account relevant circumstances including (but not limited to) the following:

- (a) any payment, or deduction of any amount due to the applicant from the applicant’s tenant in the PTO chain under the lease agreement for the prescribed property between the applicant and the applicant’s tenant, given by the applicant to the applicant’s tenant during the period from 1 August 2020 to 15 May 2021 (both dates inclusive) for the sole purpose of providing relief from economic hardship arising from a COVID-19 event;
- (b) any financial hardship faced or is likely to be faced by the applicant (whether or not as a result of the rental waiver).

(3) The assessor’s determination is binding on all the landlords and tenants in the PTO chain for the prescribed property and all parties claiming under or through them, and such other person as may be prescribed.

- (4) There is no appeal from an assessor's determination.

*[Act 26 of 2021 wef 05/10/2021]*

### **Subsequent determinations**

**98.**—(1) This section applies after a rental waiver assessor has made an assessor's determination or a Division 4 determination.

(2) After a rental waiver assessor makes an assessor's determination, any rental waiver assessor may, either on his or her own motion or on the application of any of the persons to whom the determination relates —

(a) vary or replace the determination if —

(i) one of those persons adduces further information or documents after the determination which would have had a material influence on the determination but which the person could not have with reasonable diligence obtained for use at the proceedings before the firstmentioned rental waiver assessor prior to the determination; and

(ii) it is just and equitable for the variation or replacement of the determination to be made; or

(b) undertake a further review of the matter and make any further determination as is appropriate to achieve a just and equitable outcome.

(3) After a rental waiver assessor makes a Division 4 determination, any rental waiver assessor may, either on his or her own motion or on the application of any of the persons to whom the Division 4 determination relates, reverse the determination made under section 102(2) (called in this subsection the subject determination) that the PTO in the PTO chain for the prescribed property satisfies the prescribed criteria for rental waiver, if —

(a) one of those persons adduces further information or documents after the Division 4 determination which would have had a material influence on the subject determination but which the person could not have with reasonable diligence obtained for use at the proceedings

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before the firstmentioned rental waiver assessor prior to the Division 4 determination; and

(b) it is just and equitable for the subject determination to be reversed.

(4) However, a reversal under subsection (3) of the determination made under section 102(2) does not affect the validity of a notice of rental waiver issued pursuant to the Division 4 determination.

(5) In considering whether it is just and equitable to vary or replace an assessor's determination under subsection (2)(a) or to reverse (under subsection (3)) a determination made under section 102(2), or whether to make any further determination under subsection (2)(b), the rental waiver assessor must take into account the following factors:

(a) whether there has been any undue delay in the making of the application for a subsequent determination under subsection (2) or (3);

(b) whether any person has taken any action in reliance on the assessor's determination.

(6) Subsections (3) and (4) of section 97 apply to a subsequent determination (whether a variation, replacement or reversal of a determination, or a further determination) under this section as they apply to an assessor's determination.

*[Act 26 of 2021 wef 05/10/2021]*

### **Reversal or reduction of rental waiver**

**99.**—(1) If a rental waiver assessor determines under section 97(1)(a) (or section 98(2), where applicable) that the PTO in a PTO chain for a prescribed property does not satisfy the prescribed criteria for rental waiver, or reverses (under section 98(3)) a determination made under section 102(2) that the PTO satisfies such criteria, then —

(a) every tenant of the property in the PTO chain is liable to the tenant's landlord in the PTO chain for the amounts waived for the tenant under section 94(1) with effect from the date such amounts would have been due under, and to the extent

provided by, the lease agreement for the prescribed property between the tenant and the tenant's landlord as if that provision did not apply; and

- (b) any amount received by the tenant from the tenant's landlord under section 94(3)(d) is recoverable from the tenant as a debt due to the tenant's landlord.

(2) If a rental waiver assessor determines under section 97(1)(b) (or section 98(2), where applicable) that a tenant in a PTO chain for a prescribed property did not comply with any of the requirements of section 93(1) or (2), as applicable to the tenant, and that such non-compliance was material in the circumstances of the case —

- (a) where the tenant is the PTO in the PTO chain —
  - (i) every tenant of the property in the PTO chain is liable to the tenant's landlord in the PTO chain for the amounts waived for the tenant under section 94(1) with effect from the date such amounts would have been due under, and to the extent provided by, the lease agreement for the prescribed property between the tenant and the tenant's landlord as if that provision did not apply; and
  - (ii) any amount received by the tenant from the tenant's landlord under section 94(3)(d) is recoverable from the tenant as a debt due to the tenant's landlord; or
- (b) where the tenant (called in this paragraph *Z*) is not the PTO in the PTO chain —
  - (i) *Z* is liable to *Z*'s landlord in the PTO chain for the amounts waived for *Z* under section 94(1) with effect from the date such amounts would have been due under, and to the extent provided by, the lease agreement for the prescribed property between *Z* and *Z*'s landlord as if that provision did not apply;
  - (ii) any amount received by *Z* from *Z*'s landlord under section 94(3)(d) is recoverable from *Z* as a debt due to *Z*'s landlord;

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- (iii) every tenant of the property above Z in the PTO chain is liable to the tenant's landlord in the PTO chain for the amounts waived for the tenant under section 94(1) with effect from the date such amounts would have been due under, and to the extent provided by, the lease agreement for the prescribed property between the tenant and the tenant's landlord as if that provision did not apply; and
  - (iv) any amount received by the tenant from the tenant's landlord under section 94(3)(d) is recoverable from the tenant as a debt due to the tenant's landlord.

(3) If a rental waiver assessor determines under section 97(1)(c) (or section 98(2), where applicable), in relation to a PTO chain for a prescribed property, that the prescribed criteria for reversal of rental waiver are satisfied, then —

- (a) every tenant of the property in the PTO chain is liable to the tenant's landlord in the PTO chain for the amounts waived for the tenant under section 94(1) with effect from the date such amounts would have been due under, and to the extent provided by, the lease agreement for the prescribed property between the tenant and the tenant's landlord as if that provision did not apply; and
- (b) any amount received by the tenant from the tenant's landlord under section 94(3)(d) is recoverable from the tenant as a debt due to the tenant's landlord.

(4) If a rental waiver assessor determines under section 97(1)(d) (or section 98(2), where applicable) for an applicant in a PTO chain for a prescribed property that it is just and equitable in the circumstances of the case for the rental waiver to be reversed, then —

- (a) every tenant of the property in the PTO chain is liable to the tenant's landlord in the PTO chain for the amounts waived for the tenant under section 94(1) with effect from the date such amounts would have been due under, and to the extent provided by, the lease agreement for the prescribed property between the tenant and the tenant's landlord as if that provision did not apply; and

(b) any amount received by the tenant from the tenant's landlord under section 94(3)(d) is recoverable from the tenant as a debt due to the tenant's landlord.

(5) If a rental waiver assessor determines under section 97(1)(e) (or section 98(2), where applicable) for an applicant that it is just and equitable in the circumstances of the case for the rental waiver to be reduced, then the prescribed amount in section 94(1)(a) that applies to the applicant is reduced by the amount determined by the rental waiver assessor and section 94(1)(b) and (3) is to apply accordingly.

*[Act 26 of 2021 wef 05/10/2021]*

#### *Division 4 — Unstamped lease agreements*

### **Application for issue of notice of rental waiver**

**100.**—(1) This section applies where —

(a) the lease agreement of a PTO for a prescribed property does not satisfy section 91(2); but

(b) the PTO wishes to be issued a notice of rental waiver.

(2) The PTO (called in this Division the PTO applicant) may, before the prescribed date, apply in the prescribed form and manner to the Registrar to appoint a rental waiver assessor to make a determination mentioned in subsection (3).

(3) The determination is that it is just and equitable in the circumstances of the case for a notice of rental waiver to be issued to the PTO applicant even though the lease agreement does not satisfy section 91(2).

(4) A copy of the application in subsection (2) must be served within the prescribed time on all the landlords and tenants in the PTO chain for the prescribed property and such other person as may be prescribed.

*[Act 26 of 2021 wef 05/10/2021]*

### **Powers of Registrar**

**101.**—(1) The Registrar may, for the purposes of deciding whether to appoint a rental waiver assessor to determine an application made

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under section 100, request the PTO applicant to provide further information within the time specified by the Registrar.

- (2) The Registrar may reject an application if —
- (a) the application is incomplete or otherwise not made in accordance with section 100(2);
  - (b) the PTO applicant fails to satisfy the Registrar that section 100(4) is complied with;
  - (c) the PTO applicant fails to comply with the Registrar's request under subsection (1);
  - (d) the Registrar reasonably suspects that any information provided by the PTO applicant to the Registrar is false or misleading in a material particular; or
  - (e) it appears to the Registrar, from the application or any information provided by the PTO applicant, that the application is frivolous or an abuse of process.
- (3) Unless the Registrar rejects an application under subsection (2), the Registrar must appoint a rental waiver assessor to determine the application and must serve a notice of the appointment on the PTO applicant and the persons mentioned in section 100(4).

*[Act 26 of 2021 wef 05/10/2021]*

### **Determinations by assessor**

**102.**—(1) On an application made under section 100 by a PTO applicant, the rental waiver assessor must make a determination whether it is just and equitable in the circumstances of the case for a notice of rental waiver to be issued to the PTO applicant even though the PTO applicant's lease agreement does not satisfy section 91(2).

(2) Subsection (1) applies only if the rental waiver assessor has first determined that the PTO applicant satisfies the prescribed criteria for rental waiver.

(3) The determinations made under subsections (1) and (2) are binding on all the landlords and tenants in the PTO chain for the prescribed property and all parties claiming under or through them, and such other person as may be prescribed.

(4) There is no appeal from a determination made under this section.

*[Act 26 of 2021 wef 05/10/2021]*

*Division 5 — Miscellaneous provisions*

**Application of Part 2 provisions**

**103.**—(1) Sections 14, 15 and 15A apply to proceedings before a rental waiver assessor under this Part as if a reference to an assessor in those sections is a reference to a rental waiver assessor.

(2) Sections 16 and 17 apply to the Registrar or a rental waiver assessor when carrying out his or her functions and duties under this Part as they apply to the Registrar of assessors or an assessor mentioned in Part 2 when carrying out his or her functions and duties under Part 2.

*[Act 26 of 2021 wef 05/10/2021]*

**Administrative support services, etc.**

**104.**—(1) IRAS has the functions and duties of assisting the Authority in, or otherwise facilitating, the performance of the Authority's functions under section 92.

(2) IRAS, when carrying out any function or duty under subsection (1), is taken to be carrying out a function or duty under the Inland Revenue Authority of Singapore Act.

(3) The Singapore Land Authority, established by section 3 of the Singapore Land Authority Act, has the functions and duties of —

- (a) assisting the Authority in, or otherwise facilitating, the Authority's appointment of the Registrar of rental waiver assessors, Deputy Registrars of rental waiver assessors and the panel of rental waiver assessors; and
- (b) establishing the registry through which the Registrar of rental waiver assessors, Deputy Registrars of rental waiver assessors and rental waiver assessors may carry out their functions and duties under this Part, and providing administrative support services to enable those persons

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to carry out, or otherwise to facilitate their carrying out of, those functions and duties.

(4) The Singapore Land Authority, when carrying out any function or duty under subsection (3), is taken to be carrying out a function or duty under the Singapore Land Authority Act.

*[Act 26 of 2021 wef 05/10/2021]*

### **Disapplication of section 6 of Income Tax Act**

**105.** Section 6 of the Income Tax Act does not apply to the following:

- (a) the disclosure by the Comptroller of Income Tax to the chief executive officer of IRAS, or an officer duly authorised by the chief executive officer —
  - (i) of any information required for the performance of any of the Authority's functions, or the exercise of any of the Authority's powers, under this Part; or
  - (ii) of any information that pertains to whether a PTO satisfies the prescribed criteria for rental waiver, or whether the prescribed criteria mentioned in section 95(3)(c) for reversal of rental waiver are satisfied;
- (b) the disclosure by the chief executive officer, or the officer authorised under paragraph (a), of any information mentioned in paragraph (a)(i) to the Authority;
- (c) the disclosure by the chief executive officer, or the officer authorised under paragraph (a), to the Registrar or a rental waiver assessor of any information mentioned in paragraph (a)(ii).

*[Act 26 of 2021 wef 05/10/2021]*

### **False declaration, etc.**

**106.—**(1) A person who —

- (a) makes any declaration or statement, or provides any information or document, under or for the purposes of

this Part that is false or misleading in a material particular;  
and

(b) knows or ought reasonably to know that, or is reckless as to whether, the declaration, statement, information or document is false or misleading in a material particular,  
shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 12 months or to both.

(2) Subsection (1) does not affect any right of recovery under section 94(3)(d) or 99.

*[Act 26 of 2021 wef 05/10/2021]*

### **Regulations for this Part**

**107.**—(1) The Minister may make regulations for or with respect to any matter that is required or permitted to be prescribed or that is necessary or convenient to be prescribed for carrying out or giving effect to this Part.

- (2) Without limiting subsection (1), the regulations may —
- (a) provide for different amounts of the rental waiver for different tenants (or classes of tenants) and different prescribed properties (or classes of prescribed properties);
  - (b) prescribe the methods for computing the rental waiver, including by providing different methods for computing such waiver for different tenants (or classes of tenants) and different prescribed properties (or classes of prescribed properties);
  - (c) prescribe the forms to be used and the information or documents to be provided for the purposes of this Part;
  - (d) provide for the procedure and practice for a proceeding before a rental waiver assessor, including requiring the proceedings to be held in private and the treatment of confidential information;

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- (e) require a party to a proceeding before a rental waiver assessor to make a statutory declaration in support of any matter for the purpose of the proceeding;
  - (f) provide for the manner in which the Registrar or a rental waiver assessor is to exercise his or her functions or perform his or her duties;
  - (g) provide for the extension by the Registrar or a rental waiver assessor of any time within which any document is to be filed or provided; and
  - (h) provide for the manner of issue or service of any document and when a document is deemed served or received.

(3) Any regulation made under this section may make provision for or in relation to a matter by applying, adopting or incorporating by reference, with or without modification, any regulations made under section 19 or a part of any such regulations, as in force at a particular time or from time to time.

(4) Regulations made under this section may provide that any contravention of any provision of the regulations shall be an offence punishable with a fine not exceeding \$5,000 or with imprisonment for a term not exceeding 12 months or with both.

(5) Regulations made under this section for the purpose of prescribing the amount of rent waived under section 94(1)(a) in relation to any prescribed property, or the prescribed criteria for rental waiver, may be made to operate retrospectively to a date before the service date mentioned in section 94(1) for a tenant of that property.

(6) Regulations made under this section may, in respect of any retrospective regulations in subsection (5), also provide for the recovery by a party to a lease agreement of an amount from the other party that was paid to or withheld by the other party in reliance on section 94 and the regulations in force before the date the retrospective regulations were made.

*[Act 26 of 2021 wef 05/10/2021]*

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## FIRST SCHEDULE

Sections 2, 5(6) and 18(1)

### SCHEDULED CONTRACTS

1. The following are scheduled contracts:

- (a) a contract for the grant of a loan facility by a bank licensed under the Banking Act (Cap. 19) or a finance company licensed under the Finance Companies Act (Cap. 108) to an enterprise, where such facility is secured, wholly or partially, against any commercial or industrial immovable property located in Singapore;
- (b) a contract for the grant of a loan facility by a bank licensed under the Banking Act or a finance company licensed under the Finance Companies Act to an enterprise —
  - (i) where such facility is secured, wholly or partially, against any plant, machinery or fixed asset located in Singapore; and
  - (ii) where such plant, machinery or fixed asset (as the case may be) is used for manufacturing, production or other business purposes;
- (c) a performance bond or equivalent that is granted pursuant to a construction contract or supply contract;
- (d) a hire-purchase agreement or conditional sales agreement as defined under the Hire-Purchase Act (Cap. 125), where the good hired or conditionally sold under the agreement is —
  - (i) any plant, machinery or fixed asset located in Singapore, where such plant, machinery or fixed asset is used for manufacturing, production or other business purposes; or
  - (ii) a commercial vehicle;
- (da) a lease of —
  - (i) any plant, machinery or fixed asset located in Singapore, where such plant, machinery or fixed asset is used for manufacturing, production or other business purposes; or
  - (ii) a commercial vehicle, except —
    - (A) a private hire car as described in the Second Schedule to the Road Traffic Act (Cap. 276); and
    - (B) a taxi as described in the Second Schedule to the Road Traffic Act;

[S 476/2020 wef 20/06/2020]

FIRST SCHEDULE — *continued*

- (e) an event contract;
- (f) a tourism-related contract;
- (g) a construction contract or supply contract;
- (h) a lease or licence of non-residential immovable property;  
[S 376/2020 wef 13/05/2020]
- (i) an option given by a housing developer to an intending purchaser for the purchase of one or more units of housing accommodation;  
[S 376/2020 wef 13/05/2020]  
[S 873/2020 wef 09/10/2020]
- (j) an agreement between a housing developer and a purchaser for the sale and purchase of one or more units of housing accommodation;  
[S 376/2020 wef 13/05/2020]  
[S 873/2020 wef 09/10/2020]
- (k) an option given by a commercial developer to an intending purchaser for the purchase of one or more units of commercial property;  
[S 873/2020 wef 09/10/2020]
- (l) an agreement between a commercial developer and a purchaser for the sale and purchase of one or more units of commercial property.  
[S 873/2020 wef 09/10/2020]

1A. Paragraph 1 excludes a contract in relation to which section 4 of the International Interests in Aircraft Equipment Act (Cap. 144B) applies.  
[S 301/2020 wef 20/04/2020]

2. In this Schedule —

“commercial developer” means any person that engages in the business of commercial development, and includes the Housing and Development Board established by the Housing and Development Act (Cap. 129) and the Jurong Town Corporation established by the Jurong Town Corporation Act (Cap. 150);

[S 873/2020 wef 09/10/2020]

“commercial development” means the construction or causing the construction of any number of units of commercial property, including any building operations in, on, over or under the land for the purpose of erecting such commercial property, and the sale of land which would be appurtenant to such commercial property;

[S 873/2020 wef 09/10/2020]

“commercial property” means any building or other premises which is permitted by or under any written law for use for a commercial or an

FIRST SCHEDULE — *continued*

industrial purpose, or for mixed purposes the predominant purpose of which is a commercial or an industrial purpose;

[S 873/2020 wef 09/10/2020]

“commercial vehicle” means a vehicle in Singapore that is —

- (a) a goods vehicle as defined in section 2 of the Road Traffic Act (Cap. 276), but does not include a goods-cum-passengers vehicle as defined in rule 2 of the Road Traffic (Motor Vehicles, Registration and Licensing) Rules (Cap. 276, R 5);
- (b) an excursion bus, private bus, private hire bus, omnibus or school bus as described in the Second Schedule to the Road Traffic Act;
- (c) a private hire car as described in the Second Schedule to the Road Traffic Act;
- (d) a taxi as described in the Second Schedule to the Road Traffic Act; or
- (e) an engineering plant, such as a tractor, a road roller, an excavator, a forklift, a dumper, a grader, a concrete pump, a dozer, a loader, a skidder, a compactor, a scrapper, a pipe-layer, a handcraft, a pax step or an airport service equipment;

“enterprise” means a body corporate or unincorporate that is incorporated, formed or established, and carries on business, in Singapore, where —

- (a) not less than 30% of its shares or other ownership interest is held by citizens of Singapore or permanent residents of Singapore or both; and
- (b) the turnover of the group (within the meaning of the Accounting Standards applicable to it) to which it belongs does not exceed \$100 million in the latest financial year;

[S 376/2020 wef 13/05/2020]

“housing accommodation” includes a building or tenement wholly or principally constructed, adapted or intended for human habitation, or for human habitation and as business premises;

[S 376/2020 wef 13/05/2020]

“housing developer” means any person that engages in a business of housing development, and includes the Housing and Development Board established under the Housing and Development Act (Cap. 129);

[S 376/2020 wef 13/05/2020]

FIRST SCHEDULE — *continued*

“housing development” means the construction or causing the construction of any number of units of housing accommodation, including any building operations in, on, over or under the land for the purpose of erecting such housing accommodation, and the sale of land which would be appurtenant to such housing accommodation;

*[S 376/2020 wef 13/05/2020]*

“unit” means a horizontal stratum of any building or part of a building, whether such stratum is on one or more levels, and which is intended for use in accordance with the provisions of any written law as a complete and separate unit for residential, commercial or industrial purpose.

*[S 376/2020 wef 13/05/2020]*

*[S 873/2020 wef 09/10/2020]*

*[Act 37 of 2020 wef 14/01/2021]*

## SECOND SCHEDULE

Sections 41, 42(1), 43(1), (2) and (7),  
45(3), 46(2), 47(1), 59(2), 61(1), 66(1),  
(6), (10) and (11), 78(1) and (2) and 79  
and Third, Fourth and Fifth Schedules

## TERMINATION OF SPECIFIED CONTRACTS

## PART 1

## DESCRIPTION OF CONTRACTS

1. Subject to paragraphs 2 and 3, a contract is a specified contract if it is or is substantially in the nature of any of the following:

- (a) a lease or licence for any non-residential immovable property in Singapore;
- (b) a hire-purchase agreement or conditional sale agreement as defined in the Hire-Purchase Act (Cap. 125) where —
  - (i) the good hired or conditionally sold under the agreement is commercial equipment; and
  - (ii) the agreement is not entered into with a bank licensed under the Banking Act (Cap. 19) or a finance company licensed under the Finance Companies Act (Cap. 108);
- (c) a lease of commercial equipment;
- (d) a contract for the supply of any goods;
- (e) a contract for the supply of any services.

SECOND SCHEDULE — *continued*

2. Despite paragraph 1, the following are not specified contracts:

- (a) any contract where any party to the contract is an individual, unless the individual entered into the contract —
  - (i) under the individual's registered business name (within the meaning of section 2(1) of the Business Names Registration Act 2014 (Act 29 of 2014)); or
  - (ii) principally for the purposes of any business of the individual;  
*[S 19/2021 wef 15/01/2021]*
- (b) any contract of service as defined in section 2(1) of the Employment Act (Cap. 91);
- (c) any construction contract as defined in section 2 of the Building and Construction Industry Security of Payment Act (Cap. 30B);
- (d) any supply contract as defined in section 2 of the Building and Construction Industry Security of Payment Act;
- (e) a lease or licence for any non-residential immovable property for a term exceeding 5 years;
- (ea) any lease of a private hire car (as described in the Second Schedule to the Road Traffic Act (Cap. 276)) where the private hire car is to be used as a whole under the lease by the hirer, or any other person authorised by the hirer in the lease, to drive the private hire car personally;  
*[S 19/2021 wef 15/01/2021]*
- (f) any contract for the carriage of goods for freight by sea, land or air, including any contract for freight forwarding and logistic services;
- (g) any contract for the supply, storage, transportation, collection, treatment or disposal of hazardous materials;
- (h) any contract made in connection with a financial transaction, or for the supply of financial services, including but not limited to the following financial services:
  - (i) banking and financing services, such as cash withdrawal and deposits, financial leasing, financial guarantees and Islamic finance;
  - (ii) hire-purchase financing services not within paragraph 1(b);
  - (iii) payments, money-transfer and money-changing services;
  - (iv) services provided by a capital markets infrastructure and payments systems, such as clearing and settlement services;

SECOND SCHEDULE — *continued*

- (v) capital markets products broking, dealing, clearing, settlement, custodial and depository services;
- (vi) insurance and reinsurance services;
- (vii) financial advisory services;
- (viii) fund raising and fund management services;
- (ix) trust advisory and trust management services;
- (x) credit rating services;
- (i) any contract (or series of contracts) to effect the transfer of a trade or business or part thereof as a going concern;
- (j) any commodity contract within the meaning of section 2 of the Commodity Trading Act (Cap. 48A);
- (k) any contract for the factoring of receivables;
- (l) any contract to which section 4 of the International Interests in Aircraft Equipment Act (Cap. 144B) applies;
- (m) any contract to which the Sale of Goods (United Nations Convention) Act (Cap. 283A) applies.

3. Where the parties to a specified contract have in respect of any rights or obligations under the specified contract, entered into —

- (a) an arrangement or a compromise that is approved by the Court under section 210(4) of the Companies Act or section 71(1) of the Insolvency, Restructuring and Dissolution Act 2018; or
- (b) a voluntary arrangement that is approved by creditors under section 282 of the Insolvency, Restructuring and Dissolution Act 2018,

then, for so long as the arrangement or compromise is not set aside or revoked, the specified contract (to the extent of those rights and obligations) is not a specified contract for the purposes of Part 10, and the arrangement or compromise is also not a specified contract for the purposes of that Part.

4. In this Schedule —

“commercial equipment” means —

- (a) any plant, machinery or fixed asset located in Singapore, where such plant, machinery or fixed asset is used for manufacturing, production or other business purposes; or
- (b) a commercial vehicle;

SECOND SCHEDULE — *continued*

“commercial vehicle” means a vehicle in Singapore that is —

- (a) a goods vehicle as defined in section 2(1) of the Road Traffic Act (Cap. 276), but does not include an excluded goods-cum-passengers vehicle;  
*[S 19/2021 wef 15/01/2021]*
- (b) an excursion bus, an omnibus, a private bus, a private hire bus or a school bus as described in the Second Schedule to the Road Traffic Act;
- (c) a private hire car as described in the Second Schedule to the Road Traffic Act;
- (d) a taxi as described in the Second Schedule to the Road Traffic Act; or
- (e) an engineering plant, such as a tractor, a road roller, an excavator, a forklift, a dumper, a grader, a concrete pump, a dozer, a loader, a skidder, a compactor, a scrapper, a pipe-layer, a handcraft, a pax step or an airport service equipment;

“excluded goods-cum-passengers vehicle” means a vehicle —

- (a) with folding seats and side doors and either a tailboard or doors opening at the rear, constructed or adapted for the carriage of goods as well as 7 passengers or more, excluding the driver; and
- (b) registered by the owner for the use by the owner or a member of the owner’s family, or any person with the owner’s authority and without consideration, for social or domestic purposes;  
*[S 19/2021 wef 15/01/2021]*

“goods” means any movable or personal property but does not include choses in action or money;

“hazardous material” means any material in the first column as defined in the Act specified opposite in the second column:

<i>First column</i> <i>Material</i>	<i>Second column</i> <i>Act in which defined</i>
1. Arms	Arms and Explosives Act (Cap. 13)
2. Authorised military device	
3. Electronic dart gun	
4. Explosive	
5. Explosive precursor	

SECOND SCHEDULE — *continued*

<i>First column</i> <i>Material</i>	<i>Second column</i> <i>Act in which defined</i>
6. Gun	
7. High explosives	
8. Plastic explosive	
9. Stun gun	
10. Unmarked plastic explosive	
11. Arm	Arms Offences Act (Cap. 14)
12. Biological agent	Biological Agents and Toxins Act (Cap. 24A)
13. Toxin	
14. Scheduled chemical	Chemical Weapons (Prohibition) Act (Cap. 37B)
15. Active ingredient	Control of Vectors and Pesticides Act (Cap. 59)
16. Pesticide	
17. Vector repellent	
18. Corrosive substance	Corrosive and Explosive Substances and Offensive Weapons Act (Cap. 65)
19. Explosive substance	
20. Offensive weapon	
21. Scheduled weapon	
22. Dangerous fireworks	Dangerous Fireworks Act (Cap. 72)
23. Explosive	
24. Rocket firework	
25. Sandcracker	
26. Air impurities	Environmental Protection and Management Act (Cap. 94A)
27. Air pollution	
28. Dark smoke	

SECOND SCHEDULE — *continued*

<i>First column</i> <i>Material</i>	<i>Second column</i> <i>Act in which defined</i>
29. Hazardous substance	
30. Sewage	
31. Smoke	
32. Toxic substance	
33. Trade effluent	
34. Dangerous substance	Environmental Public Health Act (Cap. 95)
35. Garden refuse	
36. Industrial waste	
37. Stable refuse	
38. Toxic industrial waste	
39. Waste	
40. Explosive substance	Explosive Substances Act (Cap. 100)
41. Flammable material	Fire Safety Act (Cap. 109A)
42. Petroleum	
43. Household waste	Hazardous Waste (Control of Export, Import and Transit) Act (Cap. 122A)
44. Waste	
45. Hydrogen cyanide	Hydrogen Cyanide (Fumigation) Regulations (Cap. 132, Rg 1)
46. Methyl bromide	
47. Hydrogen phosphide	
48. Fumigant	
49. Irradiating apparatus	Radiation Protection Act (Cap. 262).
50. Nuclear material	
51. Radioactive material	
52. Radioactive substance	
53. Radioactive waste	

SECOND SCHEDULE — *continued*

<i>First column</i> <i>Material</i>	<i>Second column</i> <i>Act in which defined</i>
54. Radionuclide	

## PART 2

## ESSENTIAL SERVICES

1. The following services relating to energy:
  - (a) electricity generation, electricity transmission or electricity distribution services;
  - (b) services for the supply or transmission of natural gas for electricity generation.
2. The following services relating to info-communications:
  - (a) fixed telephony services;
  - (b) mobile telephony services;
  - (c) broadband internet access services;
  - (d) national domain name registry services.
3. The following services relating to water:
  - (a) water supply services;
  - (b) services relating to collection and treatment of used water;
  - (c) services relating to management of storm water.
4. The following services relating to healthcare:
  - (a) acute hospital care services;
  - (b) services relating to disease surveillance and response.
5. The following services relating to banking and finance:
  - (a) banking services, including cash withdrawal and deposits, corporate lending, treasury management and payment services;
  - (b) payments clearing and settlement services;
  - (c) securities trading, clearing, settlement and depository services;
  - (d) derivatives trading, clearing and settlement services;
  - (e) services relating to maintenance of monetary and financial stability;
  - (f) currency issuance;

SECOND SCHEDULE — *continued*

- (g) services relating to cash management and payments for the Government.
6. The following services relating to security and emergency services:
- (a) civil defence services;
  - (b) police and security services;
  - (c) immigration services;
  - (d) registration services under the National Registration Act (Cap. 201);
  - (e) prison security and rehabilitation services.
7. The following services relating to aviation:
- (a) air navigation services;
  - (b) airport passenger control and operations;
  - (c) airport baggage and cargo handling operations;
  - (d) aerodrome operations;
  - (e) flight operations of aircraft.
8. The following services relating to land transport:
- (a) rapid transit systems operated under a licence granted under the Rapid Transit Systems Act (Cap. 263A);
  - (b) bus services operated under a bus service licence granted under the Bus Services Industry Act 2015 (Act 30 of 2015);
  - (c) monitoring and management of rapid transit systems operated under a licence granted under the Rapid Transit Systems Act;
  - (d) monitoring and management of bus services operated under a bus service licence granted under the Bus Services Industry Act 2015;
  - (e) monitoring and management of road traffic.
9. The following services relating to maritime:
- (a) monitoring and management of shipping traffic;
  - (b) container terminal operations;
  - (c) general and bulk cargo terminal operations;
  - (d) cruise and ferry passenger terminal operations;
  - (e) pilotage, towage and water supply;
  - (f) bunker supply;

SECOND SCHEDULE — *continued*

- (g) salvage operations;
  - (h) passenger ferry operations.
10. The following services relating to functioning of Government:
- (a) services relating to the electronic delivery of Government services to the public;
  - (b) services relating to the electronic processing of internal Government functions.
11. The following services relating to media:
- (a) services relating to broadcasting of free-to-air television and radio;
  - (b) services relating to publication of newspapers;
  - (c) security printing services.

## PART 3

REQUIREMENTS FOR *A, C OR D*

1. The requirements which *A, C or D* must satisfy are as follows:
- (a) the annual revenue of *A, C or D* (as the case may be) determined in the prescribed manner, or (where *A, C or D*, on the date of the notice of negotiation or notice of negotiation for contract of national interest, is a member of a group formed on or before 30 November 2020) the annual revenue of that group determined in the prescribed manner, must not exceed the prescribed amount;  
*[S 19/2021 wef 15/01/2021]*
  - (b) *A, C or D* (as the case may be) suffered a fall in prescribed revenue of the prescribed amount for the prescribed period, determined in the prescribed manner;  
*[S 19/2021 wef 15/01/2021]*
  - (c) where *A, C or D* (as the case may be) is a non-profit organisation, it must be one of the following:
    - (i) a registered charity or an exempt charity; or
    - (ii) any of the following that is not a registered charity or an exempt charity:
      - (A) a member of the National Council of Social Service;
      - (B) a national sports association;
      - (C) a national disability sports association;

SECOND SCHEDULE — *continued*

(D) an arts and culture society;

(E) a trade association.

[S 19/2021 wef 15/01/2021]

2. For the purposes of this Part, a reference to a group is a reference to 2 or more entities where —

(a) each entity is either a parent or a subsidiary, or both, of at least one other entity, and for this purpose —

(i) an entity is a parent of another entity if the entity controls the other entity;

(ii) an entity is a subsidiary of another entity if the entity is controlled by the other entity; and

(iii) an entity controls another entity if —

(A) the entity has existing rights that give the entity the current ability to direct the activities of the other entity in a way that significantly affects the amount of the other entity's returns;

(B) the entity has exposure, or rights, to variable returns from its involvement with the other entity; and

(C) the entity has the ability to use the existing rights mentioned in sub-paragraph (A) over the other entity to affect the amount of the firstmentioned entity's returns from its involvement with the other entity; or

(b) the entities are related to each other through ownership or control in such a way that the group is required to prepare consolidated financial statements for financial reporting purposes under FRS 110 or an equivalent accounting standard.

[S 19/2021 wef 15/01/2021]

3. In this Part —

“Accounting and Corporate Regulatory Authority” means the body established under section 3 of the Accounting and Corporate Regulatory Authority Act (Cap. 2A);

“arts and culture society” means a society that —

(a) is classified under any of the following classification codes under the Singapore Standard Industrial Classification 2015 (Version 2018) established by the Department of Statistics of the Ministry of Trade and Industry:

SECOND SCHEDULE — *continued*

<i>Code</i>	<i>Description</i>
85420	Music, dancing, art, speech and drama instruction
90001	Production of live theatrical presentations (e.g. stage plays, musicals and theatre productions)
90002	Performing arts venue operation
90003	Operas, wayang and puppet shows
90004	Orchestras, musical bands, choirs and dance groups
90009	Dramatic arts, music and other arts production-related activities not elsewhere classified (e.g. stage, lighting and sound services)
91021	Museums
91022	Art galleries (excluding retail)
91029	Preservation of historical sites, buildings, artefacts and paintings, cultural villages and other related activities not elsewhere classified;

(b) is registered under section 4 or 4A of the Societies Act (Cap. 311); and

(c) satisfies one or more of the following conditions:

- (i) the society is a participant in any project, activity, programme or festival that is funded (whether wholly or partially), commissioned or organised by the National Arts Council or the National Heritage Board in the period from 1 April 2018 to 31 March 2020 (both dates inclusive);
- (ii) the society operates a museum that was a member of a group established by the National Heritage Board known as the Museum Roundtable on 31 March 2020;
- (iii) the society is listed as an accredited Arts Education Programme provider in the 2019-2021 National Arts Council-Arts Education Programme Directory on the National Arts Council Internet website at <https://aep.nac.gov.sg>;

“exempt charity” has the meaning given by section 2(1) of the Charities Act (Cap. 37);

SECOND SCHEDULE — *continued*

- “FRS 110” means the reporting standard known as the Singapore Financial Reporting Standard 110 (Consolidated Financial Statements) as issued by the Accounting Standards Council under the Accounting Standards Act (Cap. 2B);
- “National Arts Council” means the body established under section 3 of the National Arts Council Act (Cap. 193A);
- “National Council of Social Service” means the body established under section 3 of the National Council of Social Service Act (Cap. 195A);
- “national disability sports association” means a sports organisation in Singapore that is recognised by the Singapore Sports Council as the governing body for a particular sport for the disabled in Singapore;
- “National Heritage Board” means the body established under section 3 of the National Heritage Board Act (Cap. 196A);
- “national sports association” means a sports organisation in Singapore that is recognised by the Singapore Sports Council as the governing body for a particular sport in Singapore;
- “non-profit organisation” means an organisation or association of persons, whether corporate or unincorporate, that is not operated or conducted for profit;
- “registered charity” means a charity that is registered under section 5 of the Charities Act;
- “Singapore Sports Council” means the body established under section 3 of the Singapore Sports Council Act (Cap. 305);
- “society” has the meaning given by section 2 of the Societies Act;
- “trade association” means a society —
- (a) that is registered under section 4 or 4A of the Societies Act;
  - (b) that supports its members in developing their respective businesses by conducting activities that relate to trade, commerce, investment or industry development; and
  - (c) where one or more members of the society are regulated by the Accounting and Corporate Regulatory Authority under any written law.

[S 19/2021 wef 15/01/2021]

SECOND SCHEDULE — *continued*

## PART 4

## ADJUSTMENT OF RIGHTS AND OBLIGATIONS

The rights and obligations of the parties and their assignees upon a termination of a specified contract set out in the first column below (other than a specified contract that has become impossible of performance or been frustrated within the meaning of section 2(1) of the Frustrated Contracts Act (Cap. 115)) are adjusted in the manner set out opposite that contract in the second column below:

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
1. Any lease or licence for non-residential immovable property	<p>(a) a tenant or licensee must, on or before the date of termination —</p> <p style="padding-left: 40px;">(i) reinstate the property in accordance with the terms of the lease or licence; and</p> <p style="padding-left: 40px;">(ii) deliver vacant possession of the property to the landlord or licensor;</p> <p>(b) a tenant or licensee who fails to reinstate the property in accordance with paragraph (a)(i) is liable to pay the landlord or licensor —</p> <p style="padding-left: 40px;">(i) any sum set out in the lease or licence for the failure to reinstate the property (if applicable); or</p> <p style="padding-left: 40px;">(ii) any loss suffered by the landlord or licensor as a consequence of the failure to reinstate the property (including any cost incurred by the landlord or licensor to remedy the breach);</p> <p>(c) a tenant or licensee who fails to deliver vacant possession of the property to the landlord or licensor in accordance with paragraph (a)(ii) is liable to pay the landlord or licensor —</p>

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	(i) any sum that the tenant or licensee is liable to pay under the law or lease or licence, for the continued possession of the property; and
	(ii) any interest, late payment charge or other charge (however described) on the sum mentioned in sub-paragraph (i) (if applicable);
	(d) the tenant or licensee remains liable to the landlord or licensor under the lease or licence for the following:
	(i) any rent, licence fee or other moneys, in relation to the period of the lease or licence on or before the date of termination, that the tenant or licensee is required to pay (whether before, on or after the date of termination);
	(ii) any expense or loss incurred or suffered by the landlord or licensor, in relation to the period of the lease or licence on or before the date of termination, as a consequence of any breach of the lease or licence by the tenant or licensee on or before the date of termination;
	(iii) any amount that the tenant or licensee is required to pay to the landlord or licensor under an indemnity, in relation to the period of the lease or licence on or before the date of termination;

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	<ul style="list-style-type: none"> <li style="margin-left: 40px;">(iv) any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i), (ii) or (iii) (if applicable);</li> <li style="margin-left: 20px;">(e) subject to paragraph (c), the tenant or licensee is not liable to the landlord or licensor under the lease or licence for the following: <ul style="list-style-type: none"> <li style="margin-left: 20px;">(i) any rent, licence fee or other moneys, in relation to the remaining period of the lease or licence after the date of termination, that the tenant or licensee is required to pay (whether before, on or after the date of termination);</li> <li style="margin-left: 20px;">(ii) any sum (other than a sum mentioned in paragraph (b) or (d) or pursuant to section 43(3)) that the tenant or licensee would have been required to pay for any termination or repudiation of the lease or licence;</li> <li style="margin-left: 20px;">(iii) any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i) or (ii) (if applicable); and</li> </ul> </li> <li style="margin-left: 20px;">(f) the landlord or licensor — <ul style="list-style-type: none"> <li style="margin-left: 20px;">(i) is not liable to give the tenant or licensee exclusive possession to or a right to use or occupy any part of</li> </ul> </li> </ul>

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 SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<p><i>Effects on rights and obligations of parties to specified contract upon termination</i></p> <p>the property after the date of termination;</p> <p>(ii) is, subject to sub-paragraph (iii), liable, within 4 weeks after the date of termination, to refund or return to the tenant or licensee (as the case may be) without interest —</p> <p style="padding-left: 40px;">(A) any security deposit given by the tenant or licensee pursuant to the lease or licence; and</p> <p style="padding-left: 40px;">(B) any rent, licence fee or other moneys, or part of any rent, licence fee or other moneys, paid by the tenant or licensee in advance for the remaining period of the lease or licence after the date of termination; and</p> <p>(iii) may set-off from any sum that the landlord or licensor is liable to pay the tenant or licensee, any sum that the tenant or licensee is liable to pay the landlord or licensor under paragraph (b), (c) or (d) or pursuant to section 43(3).</p>
2. Any contract for the supply of goods or services	<p>(a) where any services have been performed or title to goods transferred on or before the date of termination, in accordance with the terms of the contract, the party liable under the contract (whether before, on or after the date of termination) to pay any counterparty for those services or goods, is liable to pay for those services or goods according to the contract price;</p>

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>

(b) where —

- (i) any act is performed by a party on or before the date of termination, in order to perform any services or transfer title to any goods in accordance with the terms of the contract;
- (ii) the contract does not provide for a price for the performance of that act such that paragraph (a) does not apply; and
- (iii) no payment has been received and no sum is otherwise payable under this Part in relation to that act,

the counterparty liable to pay for those services or goods is liable to pay a reasonable sum (not exceeding the contract price agreed for all services or goods in the contract) for —

- (iv) any expenses incurred by the party who performed the act; or
- (v) the value of the benefit received by the counterparty,

as the case may be;

(c) a party remains liable to a counterparty under the contract for the following:

- (i) any expense or loss incurred or suffered by the counterparty, in relation to the period of the contract on or before the date of termination, as a consequence of any breach of the contract by the

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	party on or before the date of termination;
	(ii) any amount that the party is required to pay to the counterparty under an indemnity, in relation to the period of the contract on or before the date of termination;
	(iii) any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i) or (ii) (if applicable);
	(d) a party is not liable to —
	(i) pay any sum to a counterparty (other than a sum mentioned in paragraph (a), (b) or (c)) that the party would have been required to pay for any termination or repudiation of the contract;
	(ii) pay any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i);
	(iii) perform any services or deliver any goods that the party is required to perform or deliver after the date of termination, under the contract; or
	(iv) accept any services or take delivery of any goods that the party is required to accept or take delivery of after the date of termination, under the contract;

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	<p>(e) a party is, subject to paragraph (f), liable, within 4 weeks after the date of termination, to refund or return (as the case may be) to a counterparty without interest —</p> <p style="padding-left: 40px;">(i) any security deposit given by the counterparty pursuant to the contract; and</p> <p style="padding-left: 40px;">(ii) any payment or part of any payment made by the counterparty in advance for any services the party would have had to perform or goods the party would have had to deliver after the date of termination (had the contract not been terminated); and</p> <p>(f) a party may set-off from any sum that the party is liable to pay a counterparty, any sum that the counterparty is liable to pay the party under paragraph (a), (b) or (c).</p>
3. Any hire-purchase agreement or conditional sale agreement mentioned in paragraph 1(b) of Part 1	<p>(a) a hirer of the good must, on or before the date of termination —</p> <p style="padding-left: 40px;">(i) deliver up the good to the owner in accordance with the terms of the agreement; and</p> <p style="padding-left: 40px;">(ii) pay to the owner the difference (if any) between —</p> <p style="padding-left: 80px;">(A) the aggregate of all instalment payments (less interest) that the owner would have been entitled to receive for the remaining period of the agreement</p>

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	after the date of termination; and
	(B) the price that could be obtained by the owner if the good is sold or disposed of at the time the good is delivered up by the hirer pursuant to sub-paragraph (i);
	(b) a hirer is liable to pay the following to the owner:
	(i) any costs incurred by the owner to re-possess the good if the hirer fails to deliver up the good in accordance with paragraph (a)(i);
	(ii) any costs incurred by the owner to sell or dispose of the good (if applicable);
	(c) the hirer remains liable to the owner under the agreement for the following:
	(i) any instalment payment, interest, fee or other moneys, in relation to the period of the agreement on or before the date of termination, that the hirer is required to pay (whether before, on or after the date of termination);
	(ii) any expense or loss incurred or suffered by the owner, in relation to the period of the agreement on or before the date of termination, as a consequence of any breach of the agreement by the hirer on or before the date of termination;

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	(iii) any amount that the hirer is required to pay to the owner under an indemnity, in relation to the period of the agreement on or before the date of termination;
	(iv) any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i), (ii) or (iii) (if applicable);
	(d) the hirer is not liable to the owner under the agreement for the following:
	(i) any early settlement fee or other fees or damages (other than an amount mentioned in paragraph (a), (b) or (c)) that the hirer would have been required to pay for any termination or repudiation of the agreement;
	(ii) any instalment payment, interest, fee or other moneys, in relation to the period of the agreement after the date of termination, that the hirer is required to pay (whether before, on or after the date of termination);
	(iii) any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i) or (ii) (if applicable);
	(iv) any insurance premium that the hirer is required to pay to procure, maintain or renew any insurance

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	coverage for the good after the date of termination; and
	(e) the owner —
	(i) remains liable to the hirer under the agreement for the following:
	(A) any moneys, in relation to the period of the agreement on or before the date of termination, that the owner is required to pay (whether before, on or after the date of termination);
	(B) any expense or loss incurred or suffered by the hirer, in relation to the period of the agreement on or before the date of termination, as a consequence of any breach of the agreement by the owner on or before the date of termination;
	(ii) is, subject to sub-paragraph (iii), liable, within 4 weeks after the date of termination, to refund to the hirer without interest —
	(A) any deposit given by the hirer pursuant to the agreement; and
	(B) any instalment payment, interest, fee or other moneys, or part of any instalment payment, fee or other moneys, paid by the hirer in advance for the

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	<p>remaining period of the agreement after the date of termination; and</p> <p>(iii) may set-off from any sum that the owner is liable to pay the hirer, any sum that the hirer is liable to pay the owner under paragraph (a), (b) or (c).</p>
<p>4. Lease of commercial equipment mentioned in paragraph 1(c) of Part 1</p>	<p>(a) a lessee must, on or before the date of termination —</p> <p style="padding-left: 2em;">(i) reinstate the commercial equipment in accordance with the terms of the lease; and</p> <p style="padding-left: 2em;">(ii) deliver possession of the commercial equipment to the lessor;</p> <p>(b) a lessee who fails to reinstate the commercial equipment in accordance with paragraph (a)(i) is liable to pay the lessor —</p> <p style="padding-left: 2em;">(i) any sum set out in the lease for the failure to reinstate the commercial equipment (if applicable); or</p> <p style="padding-left: 2em;">(ii) for any loss suffered by the lessor as a consequence of the failure to reinstate the commercial equipment (including any cost incurred by the lessor to remedy the breach);</p> <p>(c) the lessee remains liable to the lessor under the lease for the following:</p> <p style="padding-left: 2em;">(i) any fee or other moneys, in relation to the period of the lease on or</p>

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	before the date of termination, that the lessee is required to pay (whether before, on or after the date of termination);
	(ii) any expense or loss incurred or suffered by the lessor, in relation to the period of the lease on or before the date of termination, as a consequence of any breach of the lease by the lessee on or before the date of termination;
	(iii) any amount that the lessee is required to pay to the lessor under an indemnity, in relation to the period of the lease on or before the date of termination;
	(iv) any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i), (ii) or (iii) (if applicable);
	(d) subject to paragraph (b), the lessee is not liable to the lessor under the lease for the following:
	(i) any fee or other moneys, in relation to the remaining period of the lease after the date of termination, that the lessee is required to pay (whether before, on or after the date of termination);
	(ii) any sum (other than a sum mentioned in paragraph (c)) that the lessee would have been required to pay for any

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	<p>termination or repudiation of the lease;</p> <p>(iii) any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i) or (ii) (if applicable); and</p> <p>(e) the lessor —</p> <p style="padding-left: 2em;">(i) is not liable to lease the commercial equipment to the lessee after the date of termination;</p> <p style="padding-left: 2em;">(ii) is, subject to sub-paragraph (iii), liable, within 4 weeks after the date of termination, to refund or return to the lessee (as the case may be) without interest —</p> <p style="padding-left: 4em;">(A) any security deposit given by the lessee pursuant to the lease; and</p> <p style="padding-left: 4em;">(B) any payment, or part of any payment, made by the lessee in advance for the remaining period of the lease after the date of termination; and</p> <p style="padding-left: 2em;">(iii) may set-off from any sum that the lessor is liable to pay the lessee, any sum that the lessee is liable to pay the lessor under paragraph (b) or (c).</p>
5. All specified contracts (including any specified contract mentioned in paragraphs 1 to 4)	(a) any obligation under the following terms in the contract, to the extent that they have any force or effect, survive the termination of the contract:

SECOND SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
<i>Specified contract</i>	<i>Effects on rights and obligations of parties to specified contract upon termination</i>
	(i) any term relating to the governing law or competent courts in the event of litigation;
	(ii) any term to refer the whole or part of a dispute which has arisen, or which may arise, between the parties for alternative dispute resolution, including negotiation, mediation or arbitration;
	(iii) any term relating to the treatment of confidential information;
	(iv) any term relating to a restraint of trade or an obligation not to compete;
	(v) any term excluding or restricting a party's liability for —
	(A) breach of contract;
	(B) breach of an obligation arising under any written law or rule of law; or
	(C) other breach of duty;
	(vi) any warranty in respect of any goods delivered or services performed on or before the date of termination.

*[Act 37 of 2020 wef 14/01/2021]*

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## THIRD SCHEDULE

Sections 43(3) and (7), 66(7), 78(1) and  
(2) and 79

### COMPENSATION

#### PART 1

#### DESCRIPTIONS OF SPECIFIED CONTRACTS

1. The descriptions of specified contracts are those specified in paragraph 1(a) of Part 1 of the Second Schedule (subject to paragraphs 2 and 3 of that Part).

#### PART 2

#### REQUIREMENTS FOR *B*

1. The requirements which *B* must satisfy are as follows:

(a) *B* must be —

- (i) an individual;
- (ii) a sole proprietor; or
- (iii) a company incorporated solely to hold the interest in one or more immovable properties (which must include the immovable property that is the subject of the specified contract in question), and owned only by one or more individuals and sole proprietors;

*[S 19/2021 wef 15/01/2021]*

(b) *B*'s annual income or (where *B* is a company mentioned in sub-paragraph (a)(iii)) the annual income of each of *B*'s shareholders, determined in the prescribed manner, does not exceed the prescribed amount for the prescribed period;

*[S 19/2021 wef 15/01/2021]*

(c) *B*'s average monthly rental income derived from the lease or licence of the immovable property that is the subject of the specified contract in question or (where *B* is a company mentioned in sub-paragraph (a)(iii)) the average monthly rental income of each of *B*'s shareholders, is 50% or more of *B*'s or the shareholder's (as the case may be) average monthly income, such average monthly rental income and average monthly income determined in the prescribed manner;

*[S 19/2021 wef 15/01/2021]*

(d) where *B* comprises 2 or more lessors or licensors of the immovable property, each of the lessors or licensors is a person who satisfies the requirements of sub-paragraphs (a), (b) and (c) (with the reference to *B*

THIRD SCHEDULE — *continued*

in those sub-paragraphs read as a reference to each such lessor or licensor).

*[Act 37 of 2020 wef 14/01/2021]*

*[S 19/2021 wef 15/01/2021]*

2. *[Deleted by S 19/2021 wef 15/01/2021]*

## FOURTH SCHEDULE

Sections 43(5), 53(3), 54(2), 78(1) and  
(2) and 79

## PART 1

## DESCRIPTIONS OF SPECIFIED CONTRACTS

1. The descriptions of specified contracts are those specified in paragraph 1(*b*) and (*c*) of Part 1 of the Second Schedule (subject to paragraphs 2 and 3 of that Part).

## PART 2

REQUIREMENTS FOR *A*

1. The requirements which *A* must satisfy are those in Part 3 of the Second Schedule.

2. For the purposes of paragraph 1, a reference to a notice of negotiation in Part 3 of the Second Schedule is a reference to a notice of revision.

*[Act 37 of 2020 wef 14/01/2021]*

*[S 19/2021 wef 15/01/2021]*

## FIFTH SCHEDULE

Sections 44, 78(1) and 79

## MORATORIUM

## PART 1

## PERIOD OF MORATORIUM

1. The period of moratorium applicable to any person served with a notice of negotiation —

(*a*) begins on the day on which the notice of negotiation is served on the person in accordance with section 45; and

FIFTH SCHEDULE — *continued*

- (b) ends, subject to paragraph 2, on the earliest of the following:
- (i) where only the notice of negotiation, and no other notice under Division 2 or 3 of Part 10, is served and lodged under that Division — the expiry of 8 weeks after the notice of negotiation is served on the person in accordance with section 45;
  - (ii) after the expiry of the period mentioned in sub-paragraph (i) —
    - (A) the day on which the notice of negotiation is withdrawn in accordance with section 48;
    - (B) where a notice of objection served and lodged under section 46 is withdrawn under section 48(3), and the adjustment relief Registrar determines that no adjustment relief assessor needs to be appointed under section 65(2) — the day on which the adjustment relief Registrar makes the determination;
    - (C) where the adjustment relief Registrar refuses to accept any notice of objection for lodgment pursuant to section 46(3) and determines that no adjustment relief assessor needs to be appointed under section 65(2) — the day on which the adjustment relief Registrar makes the determination;
    - (D) where only one notice for adjustment is served and lodged under section 47, and that notice is withdrawn under section 48(4) — the day on which that notice is withdrawn;
    - (E) where more than one notice for adjustment is served and lodged under section 47, and every such notice is withdrawn under section 48(4) — the day on which the last subsisting notice for adjustment is withdrawn;
    - (F) where a notice for compensation served and lodged under section 51 is withdrawn under section 52, and no notice of objection and no notice for adjustment have been served and lodged under Division 2 of Part 10 — the day on which the notice for compensation is withdrawn;
    - (G) the day on which an adjustment relief assessor has made all the determinations required to be made in relation to the notice of negotiation.

FIFTH SCHEDULE — *continued*

2. Despite paragraph 1(b), the period of moratorium applicable to any person served with the notice of negotiation, in relation to a specified contract, ends on the day on which a certificate certifying that the specified contract is a contract of national interest is issued under section 60.

3. The period of moratorium applicable to any person served with a notice of revision —

- (a) begins on the day on which the notice of revision is served on the person in accordance with section 53; and
- (b) ends on the earliest of the following:
  - (i) where no notice of objection is served and lodged under section 54 — the expiry of 6 weeks after the notice of revision is served on the person in accordance with section 53;
  - (ii) where a notice of objection served and lodged under section 54 is withdrawn under section 55 after the expiry of the period mentioned in sub-paragraph (i) — the day on which the notice is withdrawn;
  - (iii) the day on which an adjustment relief assessor has made all the determinations required to be made in relation to the notice of revision.

## PART 2

ACTIONS AND PROCEEDINGS THAT  
MUST NOT BE TAKEN, ETC.

1. Despite any law or anything in the contract, a person must not, during the applicable moratorium period mentioned in Part 1, take any of the actions described in paragraph 2 in relation to —

- (a) if the person is served with a notice of negotiation in relation to a specified contract —
  - (i) any failure to perform any obligation under the specified contract by any other party during the applicable moratorium period mentioned in Part 1 (called in this Part the subsequent failure); and
  - (ii) if the specified contract is terminated under any other written law or rule of law mentioned in section 43(6) — any expense or loss incurred or suffered by the person, in relation to the period of the specified contract after the date of termination, as a consequence of any breach of the specified contract by any

FIFTH SCHEDULE — *continued*

other party to the specified contract (called in this Part the future loss); and

- (b) if the person is served with a notice of revision in relation to a specified contract (being a contract mentioned in paragraph 1(b) of Part 1 of the Second Schedule) — the non-payment of any amount mentioned in section 53(4)(a) or any interest or other charge (however described) on that amount (called in this Part the accrued arrears).

2. The actions mentioned in paragraph 1 are —

- (a) the commencement or continuation of an action in a court against the other party or the other party's guarantor or surety (including by amending the pleadings for any such action already commenced to include the subsequent failure in the action or claim for the future loss or accrued arrears);
- (b) the commencement or continuation of any arbitral proceedings under the Arbitration Act (Cap. 10) against the other party or the other party's guarantor or surety (including by amending the pleadings for any such proceedings already commenced to include the subsequent failure in the proceedings or claim for the future loss or accrued arrears);
- (c) the enforcement of any security over any immovable property;
- (d) the enforcement of any security over any movable property used for the purpose of a trade, business or profession;

*Example*

Plant and machinery.

- (e) the making of a call on a performance bond or equivalent given pursuant to the specified contract at any time earlier than 7 days before —
- (i) the date of expiry of the performance bond or equivalent as stated in the performance bond or equivalent; or
- (ii) where the term of the performance bond or equivalent is extended under paragraph 4 or otherwise — the date of expiry of the performance bond or equivalent following such extension;
- (f) the making of an application under section 210(1) of the Companies Act for a meeting of creditors to be summoned to approve a compromise or an arrangement in relation to the other party or the other party's guarantor or surety;

FIFTH SCHEDULE — *continued*

- (g) the making of an application for a judicial management order in relation to the other party or the other party's guarantor or surety;
- (h) the making of an application for the winding up of the other party or the other party's guarantor or surety;
- (i) the making of a bankruptcy application against the other party or the other party's guarantor or surety;
- (j) the appointment of a receiver or manager over any property or undertaking of the other party or the other party's guarantor or surety;
- (k) the commencement or levying of execution, distress or other legal process against any property of the other party or the other party's guarantor or surety, except with the leave of the court and subject to such terms as the court imposes;
- (l) the repossession of any goods used for the purpose of a trade, business or profession, under the specified contract (being a contract mentioned in paragraph 1(b) of Part 1 of the Second Schedule);

*Example*

A motor car used as a private hire car, that is the subject of a hire-purchase agreement.

- (m) in relation to a subsequent failure or any accrued arrears —
  - (i) the termination of the specified contract; or
  - (ii) the exercise of a right of re-entry or forfeiture under the specified contract (being a contract mentioned in paragraph 1(a) of Part 1 of the Second Schedule), or the exercise of any other right that has a similar outcome;
- (n) the enforcement against the other party or the other party's guarantor or surety of a judgment of a court, or an award made by an arbitral tribunal in arbitral proceedings conducted under the Arbitration Act; and
- (o) such other action as may be prescribed.

3. For the purposes of paragraph 2(a) or (b), where the action or proceedings relate to the subsequent failure, future loss or accrued arrears and any other matter, that provision does not apply to the part of the action or proceedings relating to that other matter.

4. For the purposes of paragraph 2(e) and despite anything in a performance bond or equivalent given pursuant to the specified contract, where —

FIFTH SCHEDULE — *continued*

- (a) the other party makes an application to the issuer of the performance bond or equivalent not less than 7 days before the date of expiry of the performance bond or equivalent, to extend the term of the performance bond or equivalent; and
- (b) the other party serves a notice of the application on the person mentioned in paragraph 1 at the same time,

then the term of the performance bond or equivalent is extended to a date that is 7 days after the end of the applicable moratorium period mentioned in Part 1, or such other date as may be agreed between the other party, the person mentioned in paragraph 1 and the issuer, and that date or other date (as the case may be) is treated as the date of expiry of the performance bond or equivalent.

5. Any period of limitation prescribed by any law or in any contract for the taking of any action or proceedings in relation to the subsequent failure, future loss or accrued arrears is extended by a period equal to the applicable moratorium period mentioned in Part 1.

6. Any of the following, namely:

- (a) proceedings before a court;
- (b) arbitral proceedings under the Arbitration Act;
- (c) such other proceedings as may be prescribed,

in relation to the future loss that are pending on the first day of the applicable moratorium period mentioned in Part 1, must be stayed on the lodgment by the other party of a copy of the notice of negotiation with the court, arbitral tribunal, or other person or body before which the action or proceedings are brought, until the expiry of the applicable moratorium period mentioned in Part 1.

7. Any of the following, namely:

- (a) proceedings before a court;
- (b) arbitral proceedings under the Arbitration Act;
- (c) such other proceedings as may be prescribed,

in relation to the accrued arrears that are pending on the first day of the applicable moratorium period mentioned in Part 1, must be stayed on the lodgment by the other party of a copy of the notice of revision with the court, arbitral tribunal, or other person or body before which the action or proceedings are brought, until the expiry of the applicable moratorium period mentioned in Part 1.

8. For the purposes of the winding up of the other party or the other party's guarantor or surety, and despite anything in any law, each of the following periods

FIFTH SCHEDULE — *continued*

is extended by a period equal to the applicable moratorium period mentioned in Part 1:

- (a) each period mentioned in section 226(1)(a), (b) and (c) of the Insolvency, Restructuring and Dissolution Act 2018 (Act 40 of 2018) (including that provision as applied by section 130 of the Variable Capital Companies Act 2018);
- (b) each period mentioned in sections 228(2), 229(2)(a) and (b) and 240(2) of the Insolvency, Restructuring and Dissolution Act 2018 (including those provisions as applied by section 130 of the Variable Capital Companies Act 2018);
- (c) each period mentioned in paragraphs 79(1)(a), (b) and (c), 82(2), 84(1) and 85(1) and (2) of the Fifth Schedule to the Limited Liability Partnerships Act (Cap. 163A).

9. For the purposes of a judicial management of the other party or the other party's guarantor or surety, and despite anything in any law, each of the periods in the following provisions is extended by a period equal to the applicable moratorium period mentioned in Part 1:

Sections 226(1)(a), (b) and (c), 228(2), 229(2)(a), (b) and (c) and 240(2) of the Insolvency, Restructuring and Dissolution Act 2018.

10. For the purposes of the bankruptcy of the other party or the other party's guarantor or surety, and despite anything in any law, each of the periods in the following provisions is extended by a period equal to the applicable moratorium period mentioned in Part 1:

Sections 363(1)(a), (b) and (c) and 366(2) of the Insolvency, Restructuring and Dissolution Act 2018.

11. Regulations may be made under section 79 for any of the following:

- (a) to extend any period specified in any other written law governing any other entity or matter that corresponds to any provision mentioned in paragraph 8 or 9;
- (b) to prescribe the circumstances in which this Part does not apply.

12.—(1) Without affecting section 44(2), any action or proceedings commenced in breach of paragraph 1 must, on the lodgment of a copy of the notice of negotiation or notice of revision (as the case may be) with the court, arbitral tribunal or other person or body before which the proceedings are brought, be dismissed to the extent of the breach.

FIFTH SCHEDULE — *continued*

- (2) Without affecting section 44(2), the enforcement of any security in breach of paragraph 1 is void except as against a bona fide purchaser for value without notice of the notice of negotiation or notice of revision, as the case may be.
- (3) Without affecting section 44(2), the following actions are void:
- (a) the appointment of a receiver or manager over any property or undertaking of a person made in breach of paragraph 1;
  - (b) a call on a performance bond or equivalent made in breach of paragraph 1.
- (4) Each of the following actions taken in breach of paragraph 1 is invalid:
- (a) the repossession of any goods under a contract;
  - (b) the termination of a contract;
  - (c) the exercise of a right of re-entry or forfeiture under a contract, or the exercise of any other right that has a similar outcome.

[Act 37 of 2020 wef 14/01/2021]

## SIXTH SCHEDULE

Sections 80 and 84(1)

## DIGITAL CONTACT TRACING SYSTEMS

1. The digital contact tracing system known as SafeEntry.
2. The digital contact tracing system known as TraceTogether.
3. The digital contact tracing system known as BluePass, insofar as it is interoperable with TraceTogether.

[Act 6 of 2021 wef 01/03/2021]

## SEVENTH SCHEDULE

Section 80

## SERIOUS OFFENCES

1. Unlawful use or possession of corrosive and explosive substances, firearms or dangerous weapons.
2. Any offence relating to committing, aiding, conspiring, abetting or financing of acts of terrorism under the Terrorism (Suppression of Bombings) Act (Cap. 324A), the Terrorism (Suppression of Financing) Act (Cap. 325) and the Terrorism (Suppression of Misuse of Radioactive Material) Act 2017 (Act 27 of 2017).

SEVENTH SCHEDULE — *continued*

3. Any offence relating to causing death or concealment of death, or maliciously or wilfully causing grievous bodily harm where the victim's injury is of a life-threatening nature.
4. A drug offence that is punishable with death.
5. Any offence relating to escape from custody where there is reasonable belief that the subject will cause imminent harm to others.
6. Kidnapping, abduction or hostage-taking.
7. Any offence involving serious sexual assault such as rape or sexual assault by penetration.

*[Act 6 of 2021 wef 01/03/2021]*

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