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COVID-19 (Temporary Measures) (Amendment No. 3) Bill

Bill No. 43/2020 [Urgent Bill].

Read the first time on 2 November 2020.

A BILL

i n t i t u l e d

An Act to amend the COVID-19 (Temporary Measures) Act 2020.

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

Short title and commencement

1.—(1) This Act is the COVID-19 (Temporary Measures) (Amendment No. 3) Act 2020.

5 (2) Sections 3 and 11(*b*) are deemed to have come into operation on 15 October 2020.

(3) Sections 6, 7, 8, 9, 10 and 11(*a*) and (*c*) to (*k*) come into operation on a date that the Minister appoints by notification in the *Gazette*.

Amendment of section 1

10 2. Section 1 of the COVID-19 (Temporary Measures) Act 2020 (called in this Act the principal Act) is amended by inserting, immediately after subsection (4), the following subsections:

15 “(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.

20 (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.”

Amendment of section 3

3. Section 3 of the principal Act is amended by deleting subsections (2) and (3) and substituting the following subsections:

25 “(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 —

(*a*) this Part or Part 2 or 3; or

30 (*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.

(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.”.

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Amendment of section 19X

4. Section 19X(5) of the principal Act is amended by inserting, immediately after the words “prescribed property,” the words “the criteria for a PTO or the additional criteria that a PTO is to satisfy for the additional rental relief,”.

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Amendment of section 32

5. Section 32 of the principal Act is amended —

(a) by deleting the word “and” at the end of paragraph (h), and by inserting immediately thereafter the following paragraphs:

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“(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 —

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(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;

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(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;

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5 (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

10 (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;

15 (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”; and

20 (b) by renumbering the section as subsection (1) of that section, and by inserting immediately thereafter the following subsections:

25 “(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.

30 (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

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the date the retrospective regulations in subsection (2) were made.”.

New Part 8A

6. The principal Act is amended by inserting, immediately after section 39, the following Part:

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“PART 8A

EXTENSION OF TIME FOR CONSTRUCTION CONTRACTS

Application and interpretation of this Part

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

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(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

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(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 —

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“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;

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“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.

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Extension of time to complete construction works

5 **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).

10 (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.

15 (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);

20 (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,

25 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

30 (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 — 5

(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. 10

(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. 15

(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: 20

(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); 25

(b) the prescribing of any matter that may be prescribed under this Part.”.

New Part 8B

7. The principal Act, as amended by section 6, is amended by inserting, immediately after section 39B, the following Part: 30

“PART 8B

TEMPORARY MEASURES FOR COST-SHARING IN
CONSTRUCTION CONTRACTS**Application of this Part**

5 **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;

10 (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

15 (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.

Cost-sharing

20 **39D.**—(1) Subject to subsection (2), where —

25 (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);

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(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),

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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:

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(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.

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(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.

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(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.

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(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

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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 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; 5
- (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; 10
- (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); 15
- (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; 20 25
- (i) costs for which *B* has received —
 - (i) relief from the Government or any public authority; 30
 - (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);

5 (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);

10 (c) each month in between the periods in paragraphs (a) and (b).

Adjudication of disputes

39E.—(1) Where —

15 (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,

20 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.

25 (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

30 (b) provide all information and documents relevant to the claim, including —

- (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 5
- (iii) information and documents showing the amount of relief mentioned in paragraph (i) of the definition of “qualifying costs” in section 39D(9). 10

(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 15
- (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. 20

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; 25
- (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.”. 30

New Part 8C

8. The principal Act, as amended by section 7, is amended by inserting, immediately after section 39F, the following Part:

“PART 8C

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EXTENSION OF DELIVERY DATE

Interpretation of this Part

39G. In this Part, unless the context otherwise requires —

“affected agreement” means an agreement described in section 39H;

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“cash equivalent”, in relation to any payment, includes payment by a cheque, a credit or debit card or any electronic funds transfer;

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“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);

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“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;

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“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;

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“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;

“developer” means the housing developer or commercial developer (as the case may be) that is a party to an affected agreement;

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“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;

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“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;

15

“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;

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“original delivery date” means the delivery date provided by an affected agreement before any extension of that date under section 39I;

25

“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 —

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(i) from and including the original delivery date provided by the affected agreement; and

(ii) to and including the earlier of —

5 (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:

10 (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 —

15 (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;

20 “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;

25 “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.

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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 —

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(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,

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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;

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(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

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(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.

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(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.

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) —

(a) the original delivery date may be extended for a period exceeding 122 days;

(b) the delivery date following any one or more extensions under subsection (2) may be extended such that the total period of all extensions exceeds 122 days; or

(c) where the delivery date has been extended under paragraph (a) or (b), the extended delivery date may be further extended,

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in accordance with subsections (4) and (5).

(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 —

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(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 —

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(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

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(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).

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(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 —

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- (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
- 5 (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.

Moratorium

10 **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 15 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 —

- 20 (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
- 25 (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
- 30 (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.

Reimbursement by developer for costs of purchaser in extension period

5 **39K.**—(1) Despite any law or anything in the affected agreement, where the delivery date is extended under section 39I, the developer —

(a) is only liable to the purchaser for the qualifying costs incurred by the purchaser, up to the prescribed amount; and

10 (b) is not liable for any other cost, expense, loss or other sum that the developer would, but for the 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 original delivery date provided by the affected agreement.

15 (2) The purchaser claiming reimbursement from the developer of the qualifying costs incurred by the purchaser, as permitted under subsection (1)(a), must do so —

(a) in the prescribed form and manner; and

(b) within the prescribed time.

20 (3) The claim must be accompanied by such information or document as may be prescribed.

(4) Upon receiving a claim mentioned in subsection (2), if the developer does not dispute the claim, the developer must pay the purchaser the amount claimed —

25 (a) up to the prescribed amount;

(b) in cash or cash equivalent; and

(c) within the prescribed time.

30 (5) The purchaser may set-off the whole or part of any amount that the developer is liable to pay under this section against any instalment payment payable by the purchaser to the developer under the affected agreement, but may only do so —

(a) after the moratorium period mentioned in section 39J(3); and

- (b) if the purchaser and developer have agreed on the amount that the developer is so liable to pay or an assessor has made a determination under section 39O(1)(b) on the amount that the developer is so liable to pay.

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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.

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(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.

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Panel of assessors

39M. For the purposes of section 39N(4), the Minister must appoint a panel of assessors comprising persons who satisfy the requirements prescribed for the purposes of this section.

Application for certification or determination

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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;

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(d) any declaration, information or document that the Registrar of assessors requires.

(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.

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 5
- (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 10
 - (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 — 15
 - (A) the costs set out in paragraph (a) of the definition of “qualifying costs” in section 39G; and 20
 - (B) a prescribed percentage of the costs mentioned in sub-paragraph (A), up to the prescribed amount mentioned in section 39K(1)(a). 25
- (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 30
 - (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.

Regulations for this Part

5 **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 necessary or convenient to be prescribed for carrying out or giving effect to this Part.

10 (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;

15 (b) the forms to be used and the information or documents to be furnished;

(c) the manner in which the Registrar of assessors or an assessor is to exercise his or her functions or perform his or her duties;

20 (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 is to be filed or furnished;

25 (f) the other fees to be paid in respect of an application under section 39L(1);

30 (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.”

New Part 10

9. The principal Act is amended by inserting, immediately after section 40, the following Part:

“PART 10

FURTHER RELIEFS FOR SPECIFIED CONTRACTS

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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; 10

“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; 15

“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 20

(b) that is certified as a contract of national interest under section 60; 25

“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; 30

“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;

5 (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;

10 “notice for compensation” means a notice for compensation under section 51;

“notice for repricing” means a notice for repricing under section 61(2);

15 “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);

20 “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;

25 “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;

30 “specified contract” means a contract described in section 42(1).

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,

5

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.

10

(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).

15

Reliefs under this Part

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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,

25

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

30

(d) if *A* is unsuccessful in so negotiating an adjustment, the specified contract terminates in accordance with that Division.

5 (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.

10 (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),

15 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) —

20 (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 —

25 (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,

30 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.

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.

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.

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.

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).

(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.

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.

5

(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

10

(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

15

(d) lodging that notice of withdrawal with the adjustment relief Registrar within the service period for that notice of withdrawal.

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(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 —

25

(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

30

(b) lodging that notice of withdrawal with the adjustment relief Registrar within the service period for that notice of withdrawal.

Time of termination of contract

5 **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 —

10 (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),

15 then the specified contract terminates upon the expiry of the second day after the period mentioned in section 46(1)(a)(i).

20 (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.

25 (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.

Effect of certificate

50. To avoid doubt, section 49 —

30 (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.

Division 3 — Compensation for landlords

Notice for compensation

51.—(1) Where *B* seeks compensation from *A* pursuant to section 43(3), *B* must — 5

(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). 10

(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 15

(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*. 20

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 — 25

(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*. 30

Division 4 — Revision of repayment schedule

Notice of revision of repayment schedule

5 **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;

10 (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 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:

30 (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 5
 - (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; 10
 - (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. 15
- (5) To avoid doubt — 20
- (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. 25

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 — 30

(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.

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 —

5

- (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.

10

Revised repayment schedule to form part of specified contract

56. Where —

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- (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,

20

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).

25

30

Time when revised repayment schedule ceases to apply

57.—(1) Where —

5 (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

10 (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):

15 (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;

20 (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.

25 (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.

Passing of title to goods

30 **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.

*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. 5

(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; 10

(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 15
20

(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). 25

(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. 30

(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.

5

Division 6 — Contracts of national interest

Certification of contract of national interest

10

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.

15

(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.

20

(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.

25

(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.

30

(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.

Notice of negotiation for contract of national interest and notice for repricing

5

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.

10

(2) Where the renegotiation fails, *D* may seek a repricing of the specified contract by —

15

- (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).

20

(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.

25

(4) *D* must serve the notice for repricing on the persons in subsection (3) —

30

- (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.

5 **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 —

- 10 (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
- 15 (b) lodging that notice of withdrawal with the adjustment relief Registrar within the service period for that notice of withdrawal.

Division 7 — Adjustment relief assessor's determination

Adjustment relief Registrar

20 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.

25 (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.

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. 5

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); 10

(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 15

(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 — 20

(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, 25

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. 30

Adjustment relief assessor's determinations

66.—(1) For a notice of objection lodged under section 46, the adjustment relief assessor —

5 (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

10 (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.

15 (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.

20 (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.

25 (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 —

30 (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 — 5

(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 10

(b) if the requirements in paragraph (a) are satisfied, further determine the amount of compensation payable by *A* to *B*.

(8) For a notice of objection lodged under section 54, the adjustment relief assessor must — 15

(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. 20

(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. 25

(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 30

(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.

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.

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.

(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.

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.

Costs

70. Each party or assignee must bear the party's or assignee's own costs for proceedings before an adjustment relief assessor.

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.

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.

5

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.

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Division 8 — Miscellaneous

15

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.

20

(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 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.

25

(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.

30

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 —

- 5 (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;
- 10 (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
- 15 (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.

20 (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.

25 (4) The types of relief the court may grant in an action under subsection (3) include an injunction and damages.

False declaration, etc.

76. A person who —

- 30 (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.

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.

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.

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; 5
- (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; 10
- (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; 15
- (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 20
- (i) the prescribing of any matter that may be prescribed under this Part or the Second, Third, Fourth or Fifth Schedule.”.

Renaming of Schedule and new Second, Third, Fourth and Fifth Schedules 25

10. The principal Act is amended by renaming the existing Schedule as the First Schedule, and by inserting immediately thereafter the following Schedules:

“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.

2. Despite paragraph 1, the following are not specified contracts:

- (a) any contract where —
 - (i) one party to the contract acts primarily in the capacity of a consumer in that the party neither makes the contract in the course of a business nor holds itself out as doing so;
 - (ii) the other party makes the contract in the course of a business; and

(iii) in the case of a contract governed by the law of sale of goods or hire-purchase, or by section 7 of the Unfair Contract Terms Act (Cap. 396), the goods passing under or in pursuance of the contract are of a type ordinarily supplied for private use or consumption,

except that, in a sale by auction or by competitive tender, the buyer is not in any circumstances regarded as acting in the capacity of a consumer;

- (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;
- (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;
 - (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;

“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 a goods-cum-passengers vehicle as defined in rule 2(1) of the Road Traffic (Motor Vehicles, Registration and Licensing) Rules (Cap. 276, R 5);
- (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;

“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	
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	
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	
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;
 - (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;
 - (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* is a member of a group) the annual revenue of that group determined in the prescribed manner, must not exceed the prescribed amount;
 - (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.

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: 2em;">(i) reinstate the property in accordance with the terms of the lease or licence; and</p> <p style="padding-left: 2em;">(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: 2em;">(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: 2em;">(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</p>

in accordance with paragraph (a)(ii) is liable to pay the landlord or licensor —

- (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;
 - (iv) any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i), (ii) or (iii) (if applicable);
- (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:
- (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);
 - (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;
 - (iii) any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i) or (ii) (if applicable); and

(f) the landlord or licensor —

(i) is not liable to give the tenant or licensee exclusive possession to or a right to use or occupy any part of the property after the date of termination;

(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 —

(A) any security deposit given by the tenant or licensee pursuant to the lease or licence; and

(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

(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).

2. Any contract for the supply of goods or services

(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;

(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 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;
 - (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 —
 - (i) any security deposit given by the counterparty pursuant to the contract; and
 - (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
 - (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).
3. Any hire-purchase agreement or conditional sale agreement mentioned in paragraph 1(b) of Part 1
- (a) a hirer of the good must, on or before the date of termination —
 - (i) deliver up the good to the owner in accordance with the terms of the agreement; and
 - (ii) pay to the owner the difference (if any) between —
 - (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 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;

- (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 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 remaining period of the agreement after the date of termination; and
 - (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).
4. Lease of commercial equipment mentioned in paragraph 1(c) of Part 1
- (a) a lessee must, on or before the date of termination —
 - (i) reinstate the commercial equipment in accordance with the terms of the lease; and
 - (ii) deliver possession of the commercial equipment to the lessor;
 - (b) a lessee who fails to reinstate the commercial equipment in accordance with paragraph (a)(i) is liable to pay the lessor —
 - (i) any sum set out in the lease for the failure to reinstate the commercial equipment (if applicable); or
 - (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);

- (c) the lessee remains liable to the lessor under the lease for the following:
 - (i) any fee or other moneys, in relation to the period of the lease on or 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 termination or repudiation of the lease;

- (iii) any interest, late payment charge or other charge (however described) on an amount mentioned in sub-paragraph (i) or (ii) (if applicable); and

(e) the lessor —

- (i) is not liable to lease the commercial equipment to the lessee after the date of termination;
- (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 —
 - (A) any security deposit given by the lessee pursuant to the lease; and
 - (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
- (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).

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:
- (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.

THIRD SCHEDULE

Sections 43(3) and (7), 66(7), 78(1) and
(2) and 79

COMPENSATION

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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).

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PART 2

REQUIREMENTS FOR *B*

1. The requirements which *B* must satisfy are as follows:

(a) *B* must be —

(i) an individual;

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(ii) a sole proprietor; or

(iii) a company incorporated solely to hold the interest in the immovable property that is the subject of the lease or licence in question, and owned only by one or more individuals and sole proprietors;

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(b) *B*'s annual income, determined in the prescribed manner, does not exceed the prescribed amount for the prescribed period;

(c) *B*'s rental income derived from the lease or licence of the immovable property, determined in the prescribed manner, is 50% or more of *B*'s annual income.

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2. Where *B* is not the sole lessor or licensor of the immovable property, the other lessors or licensors must also be persons mentioned in sub-paragraphs (i), (ii) and (iii) of paragraph 1(a).

FOURTH SCHEDULE

Sections 43(5), 53(3), 54(2), 78(1) and
(2) and 79

PART 1

DESCRIPTIONS OF SPECIFIED CONTRACTS

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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*

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1. The requirements which *A* must satisfy are those in Part 3 of the Second Schedule.

FIFTH SCHEDULE

Sections 44, 78(1) and 79

MORATORIUM

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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 20

(*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; 25

(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; 30

(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;

5 (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;

10 (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;

15 (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;

20 (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;

25 (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.

30 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 —

35 (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 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);

- 5 (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;
- 10 (d) the enforcement of any security over any movable property used for the purpose of a trade, business or profession;

Example

Plant and machinery.

- 15 (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;
- 20 (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;
- 25 (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;
- 30 (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;
- 35 (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);

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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.

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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 —

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- (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,

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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

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the case may be) is treated as the date of expiry of the performance bond or equivalent.

5 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;
- 10 (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;
- 20 (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 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);
- 35 (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).

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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.

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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:

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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;

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- (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.

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(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.

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(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.

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- (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.”.

Miscellaneous amendments

11. The principal Act is amended —

- (a) by deleting the definition of “Minister” in section 2 and substituting the following definition:

““Minister” means —

- (a) except as provided in paragraphs (b), (c) and (d), the Minister charged with the responsibility for law;
- (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; and
- (d) for the purposes of Parts 8A, 8B and 8C — the Minister charged with the responsibility for national development;”;

- (b) by deleting the definition of “prescribed period” in section 2 and substituting the following definition:

““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;”;

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- (c) by deleting the word “Schedule” in the following provisions and substituting in each case the words “First Schedule”:

Sections 2 (definition of “scheduled contract”), 5(6), 13(3)(c) and (d) and 18(1) and section heading;

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- (d) by deleting the words “Unless the Registrar” in section 12(3) and substituting the words “Subject to subsection (4) and unless the Registrar”;

- (e) by inserting, immediately after subsection (3) of section 12, the following subsection:

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“(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

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- (b) the Registrar must not appoint an assessor to determine the application.”;

- (f) by deleting the words “On an application” in section 13(1) and substituting the words “Subject to subsection (1A), on an application”;

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- (g) by inserting, immediately after subsection (1) of section 13, the following subsection:

“(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.”;

(h) by deleting the words “last date of the section 3 prescribed period” in the definition of “relevant period” in section 19B(1) and substituting the words “prescribed date”;

(i) by deleting the definition of “section 3 prescribed period” in section 19B(1);

(j) by deleting the words “last date of the section 3 prescribed period” in the following provisions and substituting in each case the words “prescribed date”:

Sections 19P(2)(a), (3) and (5) and 19S(2) and (4) (definition of “specified period”); and

(k) by inserting, immediately after subsection (2) of section 36, the following subsection:

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

EXPLANATORY STATEMENT

This Bill seeks to amend the COVID-19 (Temporary Measures) Act 2020 (Act 14 of 2020).

Clause 1 relates to the short title and commencement.

Clause 2 amends section 1 (short title and commencement) to provide that despite the expiry of Part 2 of the Act, provisions of that Part (including regulations made under it) that have been incorporated by reference in other Parts of the Act or in regulations continue to have effect. Clause 2 also amends section 1 to provide that despite the expiry of Part 2 of the Act, sections 10 and 11 (which deal with the appointment of a Registrar of assessors and a panel of assessors) continue to have effect for the purpose of appointing assessors under Part 8.

Clause 3 amends section 3 (prescribed period) to provide that the period may be extended or shortened in respect of different Parts, and (in relation to Part 2) in respect of different descriptions of scheduled contracts.

Clause 4 amends section 19X (regulations for Part 2A) to allow the backdating of regulations that are made to prescribe the criteria for a prescribed tenant-occupier or PTO under Part 2A, and regulations that are made to prescribe the additional criteria that a PTO is to satisfy to retain the additional rental relief.

Clause 5 amends section 32 (regulations for Part 6) for the following purposes:

- (a) to enable regulations to be made in order to account for the rental reliefs to which a tenant of a property is entitled under Part 2A. The regulations may treat an amount of the benefit of the reduction of property tax on the property (called the benefit) as having already been passed to the tenant, and an amount of the benefit that has already been passed to the tenant as recoverable by the owner from the tenant. This is because the current regulations prescribing the amount of the benefit that the owner is required to pass to a tenant did not take into account the rental reliefs to which the tenant is entitled under Part 2A;
- (b) to enable regulations to be made to enable the recovery by the owner of any property from his or her tenant of an amount of the benefit that has been passed to the tenant under specified circumstances. The owner may (for example) have passed to the tenant an amount of the benefit which is no longer accurate because of a subsequent issue of a notice of cash grant to the owner resulting in a waiver of rent under Part 2A;
- (c) to enable regulations prescribing the amount or extent of the benefit to be backdated, and to enable an owner of property to recover from his or her tenant an amount of the benefit that the owner has passed to the tenant in reliance on the law in force before the making of the retrospective regulations.

Clause 6 inserts a new Part 8A (comprising sections 39A and 39B) which provides for the extension of time for the completion date for construction works provided by construction contracts.

The new section 39A sets out the construction contracts to which the Part applies.

The new section 39B provides that any completion date for construction works under a construction contract (to which the Part applies) is extended by a maximum period of 122 days from and including that completion date, less the number of days in subsection (2). Where the completion date for any construction works is extended, then 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. The extended completion date may be further extended in accordance with any provision in the construction contract allowing for an extension of the completion date. This extension does not apply to completion dates in certain circumstances, including if construction works were performed at any time between 20 April 2020 and 30 June 2020 (both dates inclusive), or if court, arbitral or tribunal proceedings have been commenced before 2 November 2020 in respect of the failure to comply with the completion date.

Clause 7 inserts a new Part 8B (comprising sections 39C to 39F) which provides for cost-sharing in construction contracts.

The new section 39C sets out the construction contracts to which the Part applies.

The new section 39D provides that a party required to perform the construction works under the construction contract is allowed, under certain circumstances, to claim from the party for whom the construction works are performed, for costs for the purpose of or in connection with the performance of the construction works under the construction contract. The costs that may be claimed for each specified period is 50% of the total qualifying costs incurred in relation to each specified period, up to 0.2% of the contract sum. The total amount that the party required to perform the construction works may claim must not exceed 1.8% of the contract sum.

The new section 39D also provides that where the construction contract is one to which the Building and Construction Industry Security of Payment Act (Cap. 30B) applies, the party required to perform the construction works must claim for the costs by including the amount in a payment claim that the party serves on the party for whom the construction works are performed, in accordance with that Act. Part III of that Act applies to the qualifying costs as it applies to progress payment, subject to any prescribed modifications.

The new section 39E provides that where a party has included an amount for qualifying costs in a payment claim under the Building and Construction Industry

Security of Payment Act and the other party fails to pay the amount, the first party is entitled to make an adjudication application in accordance with that Act. In determining the adjudication application, the adjudicator must determine whether the Part applies to the party and the amount that the party for whom the construction works are performed is liable to pay.

The new section 39F empowers the Minister to make regulations for carrying out the purposes and provisions of the Part.

Clause 8 inserts a new Part 8C (comprising sections 39G to 39P) which provides for the extension of the delivery date provided by an affected sale and purchase agreement for housing accommodation or commercial property.

The new section 39G defines certain terms used in the Part.

The new section 39H sets out the agreements to which the Part applies.

The new section 39I provides that the delivery date provided by an affected agreement (referred to in the new section 39H) is extended if the developer notifies the purchaser of the period of the extension in the prescribed form and manner and within the prescribed time. The developer may extend the delivery date in this manner one or more times except that the total period of all extensions does not exceed 122 days. The developer may extend the delivery date so that the total period of extension exceeds 122 days by notifying the purchaser of its intention to extend the delivery date and of the proposed period of extension in the prescribed form and manner. This notification triggers the start of the moratorium period (in the new section 39J) but the delivery date is not extended by a specified period until an assessor has certified that the developer's inability to deliver possession of the property by the delivery date is to a material extent caused by a COVID-19 event and the developer may only be reasonably expected to deliver possession of the property by the end of the specified period after the delivery date in question.

The new section 39I also provides that where the delivery date is extended, then, despite any law or anything in the affected agreement, 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, 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.

The new section 39J provides for a moratorium on the taking of certain actions in relation to the developer's failure to deliver possession of the property to the purchaser under the affected agreement by the original delivery date or extended delivery date. The moratorium period starts on the day on which the purchaser is notified of the developer's intention to extend the delivery date (so that the total period of extension exceeds 122 days) and ends on the day the purchaser is notified of the assessor's certification of extension or the prescribed date, whichever is the earlier.

The new section 39K provides that where the delivery date is extended, the developer is liable to the purchaser for the qualifying costs up to the prescribed amount and the purchaser may claim for reimbursement of the qualifying costs incurred from the developer.

The new section 39L requires the Minister to appoint a Registrar of assessors for the purpose of receiving applications by developers for certifications of the extension of the delivery date, and by developers and purchasers for determination of the amount of qualifying costs that a developer is liable to reimburse a purchaser.

The new section 39M requires the Minister to appoint a panel of assessors.

The new section 39N sets out the requirements for the making of an application, for an assessor's determination, to the Registrar.

The new section 39O deals with the determinations which an assessor is to make on an application for certification or determination.

The new section 39P empowers the Minister to make regulations for carrying out the purposes and provisions of the Part.

Clause 9 inserts new Part 10 to provide for various reliefs for persons who have suffered a fall in their revenue as a result of COVID-19. The reliefs cater for the renegotiation of specified contracts, and if such renegotiations are not possible, allow for other reliefs including the termination of specified contracts (with parties discharged from their future obligations under the specified contract, including expectation loss) and the revision of payment schedules under specified contracts.

In Division 1 of the new Part 10 (comprising sections 41 to 44), section 41 provides for the definition of various terms used in the Part.

Section 42 provides for the application of the Part. In particular, section 42 provides for what is a "specified contract", and also provides that the Part does not apply to contracts required to be terminated by the giving of a notice if the notice was given before 2 November 2020, even if the period of the notice expires on or after that date.

Section 43 sets out the reliefs provided under the new Part 10 as follows:

- (a) a party (called in the Part *A*) to a specified contract that is not a contract of national interest and that satisfies other requirements in Part 1 of the Second Schedule (inserted by clause 10), can, where *A* satisfies the requirements in Part 3 of that Schedule and is unable to renegotiate the terms of the specified contract, terminate the specified contract. Upon such termination, the rights and obligations of the parties to the specified contract are adjusted in accordance with Part 4 of the Second Schedule. In general, obligations that have accrued by the time of termination must be fulfilled, and the parties are discharged from their

obligations that accrue after that time. Parties are also released from their obligations for future losses suffered as a result of the termination of the specified contract;

- (b) where the specified contract is of a description in Part 1 of the Third Schedule (inserted by clause 10), a counterparty to the specified contract (called in the Part *B*) that satisfies the requirements in Part 2 of that Schedule may seek compensation from *A* for *A*'s termination of the specified contract under the Part. Factors determining the amount of the compensation will be prescribed in subsidiary legislation, and the compensation is in addition to, and will not affect, the adjustment of the rights and obligations of the parties under Part 4 of the Second Schedule;
- (c) where the specified contract is of a description in Part 1 of the Fourth Schedule (inserted by clause 10) and *A* satisfies the requirements in Part 2 of that Schedule, *A* can, instead of terminating the specified contract, revise the schedule of payments by *A* under the specified contract;
- (d) although none of the parties are prevented from exercising their rights under the specified contract to terminate their contract, if they do so before the specified contract can be terminated under the Part, their rights and obligations can also be adjusted in accordance with Part 4 of the Second Schedule (as if the specified contract had been terminated under the Part). This is to prevent parties from preventing *A* from taking advantage of Part 4 of the Second Schedule, by terminating the specified contract by other available means before *A* can terminate the specified contract under the Part.

To facilitate *A* seeking the various reliefs under the Part, section 44 provides for a moratorium period, during which parties are prevented from taking action against *A* in relation to any breach of the specified contract during the moratorium period, as well as future losses that may be suffered upon a termination of the specified contract, as set out in the Fifth Schedule (inserted by clause 10).

Division 2 of the new Part 10 (comprising sections 45 to 50) sets out the procedure by which the specified contract may be terminated. Section 45 provides for *A* to serve a notice of negotiation on various persons associated with the specified contract, and for *B* or *B*'s assignees to object to the same by serving a notice of objection on *A* and other persons associated with the specified contract. *B*'s notice of objection must also be lodged with the adjustment relief Registrar. If *B* or *B*'s assignees do not so serve and lodge any notice of objection, *A* may serve a notice for adjustment on the persons associated with the specified contract and lodge the same with the adjustment relief Registrar. Section 49 sets out the various times at which the specified contract is treated as so terminated (depending on the exact circumstances of the case). If the specified contract is terminated otherwise

than by virtue of *A*'s notice of negotiation, it also clarifies that the date of termination is that determined by the law under which it is terminated. Section 50 clarifies that a contract may be terminated under section 49 before it is certified as a contract of national interest under section 60.

Division 3 of the new Part 10 (comprising sections 51 and 52) sets out the procedure by which *B* may claim compensation from *A* in respect of *A*'s termination of the specified contract following *A*'s notice of negotiation. For this, *B* is required to serve on *A*, and lodge with the adjustment relief Registrar, a notice for compensation. *B* may do so whether or not *B* objects to *A*'s notice of negotiation.

Division 4 of the new Part 10 (comprising sections 53 to 58) sets out the procedure for *A* to revise *A*'s repayment schedule under the specified contract. Section 53(4) sets out the requirements that the repayment schedule must satisfy. *B* may object to *A*'s proposed revision. If *B* does not object or does not succeed in *B*'s objections, *A*'s revised repayment schedule will form part of the specified contract and replace the original repayment schedule. Where the repayment period of the revised repayment schedule extends beyond the original validity period of the specified contract, the effect is that the validity of the specified contract is extended. Section 57 provides for the consequences of *A*'s failure to abide by the revised repayment schedule.

Division 5 of the new Part 10 (comprising section 59) provides for the procedure following a termination of the specified contract before the specified contract can be terminated following *A*'s service of a notice of negotiation. If the firstmentioned termination takes place after *A*'s service of the notice of negotiation, the procedure set in motion by that service under Division 2 continues, except that the date of termination of the specified contract is the date as *per* the firstmentioned termination. Where the termination takes place before *A* can serve a notice of negotiation, then, despite the specified contract having already been terminated, *A* (or any other party to the specified contract who satisfies the requirements in Part 3 of the Second Schedule) is still permitted to serve a notice of negotiation. This is to allow the procedure in Division 2 to be put in motion in order for the rights and obligations of the parties to be adjusted in accordance with Part 4 of the Second Schedule.

Division 6 of the new Part 10 (comprising sections 60 to 62) deals with certification of contracts as contracts of national interest. *A* cannot terminate a contract of national interest using the procedure in Division 2. To be a contract of national interest, the contract must —

- (a) be one the termination of which is likely to affect the provision of essential services or the ability of a public authority to carry out its functions; and
- (b) be certified as such.

The list of essential services is set out in Part 2 of the Second Schedule (inserted by clause 10). The Government or a public authority need not be a party to such contract. Although a contract of national interest cannot be terminated through the procedure in Division 2, parties can renegotiate the same. Where such renegotiations fail, a party that satisfies the requirements in Part 2 of the Second Schedule can serve a notice for repricing on the other parties, and lodge the same with the adjustment relief Registrar, for adjustments to be made to the price in the specified contract.

Division 7 of the new Part 10 (comprising sections 63 to 73) provides for the appointment of an adjustment relief Registrar and adjustment relief assessors, for making determinations. Where a notice is lodged with the adjustment relief Registrar, upon accepting lodgment of the same, the adjustment relief Registrar must appoint an adjustment relief assessor to determine the matters associated with the notice, in accordance with section 66. Section 68 provides that determinations of adjustment relief assessors may be enforced, with the leave of court, in the same manner as a judgment or an order of court to the same effect. Division 7 also provides for other matters concerning proceedings before adjustment relief assessors.

Division 8 of the new Part 10 (comprising sections 74 to 79) provides for various miscellaneous matters, including the confidentiality of information and documents, the amendment of the Second, Third, Fourth and Fifth Schedules, and the making of regulations for the purposes of the new Part 10.

Clause 10 renames the Schedule as the First Schedule and inserts new Second, Third, Fourth and Fifth Schedules to specify various matters for the purposes of the new Part 10.

Clause 11 makes various miscellaneous amendments that are consequential or related to the amendments in clauses 2 to 10.

Clause 11(a) deletes and substitutes the definition of “Minister” to provide for the relevant Minister for purposes of the new Parts inserted by clauses 6, 7, 8 and 9.

Clause 11(b) deletes and substitutes the definition of “prescribed period” in section 2 to take into account the amendments to section 3 by clause 3.

Clause 11(c) amends various provisions in the Act necessitated by the renaming of the Schedule as the First Schedule under clause 10.

Clause 11(d) and (e) and clause 11(f) and (g) amend sections 12 and 13, respectively, to remove the requirement for an assessor to be appointed, and for a determination to be made, in relation to an application that is pending at the expiry of the prescribed period applicable to the contract.

Clause 11(h), (i) and (j) amends various provisions to provide for a prescribed date to be used instead of referring to the end of the prescribed period in section 3,

given the prescribed period that may be prescribed under section 3 may now end on different dates for different Parts, etc.

Clause 11(*k*) inserts a new subsection (3) in section 36 to clarify that “prescribed period” in Part 8 of the Act is a period prescribed under Part 8 for the purposes of Part 8, and not any prescribed period under section 3.

EXPENDITURE OF PUBLIC MONEY

This Bill will involve the Government in extra financial expenditure, the exact amount of which cannot at present be ascertained.
