

ACCESSIBILITY FUND - TERMS AND CONDITIONS

1 Definitions

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

“Accessibility Features” means the Barrier-Free Accessible (BFA) features which are approved to be funded by the Accessibility Fund, including but not limited to the following:

- (a) Accessible approach to the Development;
- (b) Features to improve accessibility within the first floor of the Development;
- (c) Accessible toilet at first floor or entrance level of the Development;
- (d) Signage for identification and finding of one’s way to the Development’s Accessibility Features;
- (e) Accessible family washroom;
- (f) Water closet compartment for ambulant disabled and elderly;
- (g) Lactation rooms;
- (h) Child-friendly water closets, urinals and wash basins;
- (i) Diaper changing stations;
- (j) Urinal for ambulant disabled;
- (k) Child protection seat; and
- (l) Any other features subject to the discretion of BCA.

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

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

- (a) in relation to any premises comprised in a strata title plan under the Land Titles (Strata) Act 1967, the management corporation having control of the Common Property of a building;
- (b) the person whose name is entered in the Valuation List prepared under section 10 of the Property Tax Act 1960 as the owner of a building, or
- (c) the person who has charge and control of the management and maintenance of the Common Property of a building;

“Approved Funding” means the co-payment funds approved by BCA under the Accessibility Fund, for Approved Works carried out by the Applicant to provide Accessibility Features to the Development;

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

“Assessment” means the valuation by BCA of the quantum of Approved Funding based on the terms and conditions contained herein;

“Assessor” means a BCA officer, or any other person authorised by BCA to carry out the Assessment on the Approved Works;

“Audit Agent” means any person appointed or authorised by BCA to carry out auditing and assessment on the use of the Approved Funds for the Approved Works;

“Basic Accessibility Features” has the meaning as defined in clause 3.1;

“BCA” means the Building and Construction Authority established under the Building and Construction Authority Act 1999;

“building” has the meaning as defined in the Building Control Act 1989 excluding temporary buildings and structures;

“Common Property” has the meaning as defined in the Building Management and Strata Management Act 2004;

“Completion Date” has the meaning as defined in clause 5.7.1;

“Completion Date Written Notice” has the meaning as defined in clause 5.7.1;

“Development” means a building or buildings within a development including all Common Property and which must not be a detached house, semi-detached house, terraced or linked house for residential purposes;

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

“Purpose” means the purpose of the application of the Accessibility Fund, which is to encourage the construction of Accessible Features within buildings.

- 1.2 Unless the context otherwise requires, words in the singular include the plural and vice versa and words denoting a specific gender include the other gender.
- 1.3 The hearings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.
- 1.4 References to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency, regardless of whether such person has a separate legal personality.

2 Agreement of Approved Funding

- 2.1 The award of Approved Funding for any Development shall be subject to BCA's absolute discretion, and the terms and conditions contained herein.
- 2.2 Assessment to determine the quantum of Approved Funding shall take into account, amongst other things, the documents submitted by the Applicant. The result of the Assessment shall be final and shall not be called into question by Applicant. For the avoidance of doubt, the quantum of Approved Funding shall in no circumstance, exceed the following amount:
 - 2.2.1 S\$300,000 per Development for upgrading of existing buildings that are built before the implementation of Code on Barrier-Free Accessibility in Buildings (1990); or
 - 2.2.2 S\$100,000 per Development for upgrading of existing buildings with Accessibility Features that are built before the implementation of Code on Barrier Free Accessibility in the Built Environment (2013).
- 2.3 BCA shall disburse the Approved Funding to the Applicant subject to:
 - 2.3.1 the completion of the Approved Works to the satisfaction of BCA; and
 - 2.3.2 the fulfilment of any other requirements as set by BCA.
- 2.4 The Applicant must not be the recipient of any grant, endowment, award, donation, bursary, contribution, allowance, subsidy, handout, allowance or the like for the provision of Accessibility Features for the Development.

3 Scope of Funding

- 3.1 Subject to these terms and conditions, the Accessibility Fund is available for eligible buildings under clause 3.6.1 for the construction of the following Basic Accessibility Features within the Common Property of the Development ("Basic Accessibility Features"):
 - (a) Accessible approach to the Development;
 - (b) Features to improve accessibility within the first floor of the Development;
 - (c) Accessible toilet at first floor or entrance level of the Development; and
 - (d) Signage for identification and finding of one's way to the Development's accessibility features.
- 3.2 In addition to clause 3.1, Accessibility Fund may also be available for (i) eligible buildings under clause 3.6.1 for the construction of additional accessible toilets and accessible ramps on other floors of the Development; and (ii) other Accessibility Features including, but not limited to:

- (a) Accessible family washroom;
 - (b) Water closet compartment for ambulant disabled and elderly;
 - (c) Lactation rooms;
 - (d) Child-friendly water closets, urinals and wash basins; and
 - (e) Diaper changing stations.
- 3.3 Accessibility Fund is available for eligible buildings under clause 3.6.2 for the construction of the following mandatory Accessibility Features excluding Basic Accessibility Features:
- 3.3.1 For Commercial (Offices)/Institutional/Residential/Industrial and all other building types: -
 - (i) At least one water closet compartment and one urinal for ambulant disabled;
 - 3.3.2 For Commercial (Shopping centres, hotels, food and beverage establishments, recreation centres/clubs and any other buildings of similar usage): -
 - (i) At least one water closet compartment and one urinal for ambulant disabled;
 - (ii) At least one lactation room; and
 - (iii) At least one diaper changing station, one child protection seat and one urinal for child.
- 3.4 In addition to clause 3.3, Accessibility Fund may also be available for eligible buildings under clause 3.6.2 for the construction of additional Accessibility Features.
- 3.5 At the discretion of BCA, the Accessibility Fund may also be available for eligible buildings under clause 3.6.1 for:
- 3.5.1 Installation of platform lifts and stair lifts where accessible ramps are impossible to be built due to site constraints; and
 - 3.5.2 Installation of passenger lifts in accordance with the Singapore Standard SS550 in a building that is not provided with lifts for barrier-free accessibility.
- 3.6 The following criteria shall apply to the use of the Accessibility Fund:
- 3.6.1 The funding for the Basic Accessibility Features in clause 3.1 under the Accessibility Fund is only available for the upgrading of existing buildings built before the implementation of the Code on Barrier-Free Accessibility in Buildings (1990) and that are not affected by the basic accessibility requirements under the Section 22DA of the Building Control Act 1989. In addition to the co-funding of Basic Accessibility Features, Accessibility Fund will also be available for buildings under this category for additional Accessibility Features.

- 3.6.2 Separate funding for Accessibility Features under the Accessibility Fund is only available for the upgrading of existing buildings that had Basic Accessibility Features built before the implementation of Code on Accessibility in the Built Environment (2013) and are categorised under one of the following building types:
- (a) Commercial (Offices)/Institutional/Residential/Industrial and all other building types; or
 - (b) Commercial (Shopping Centres, commercial shops/retail, hotels and any other buildings of similar usage).
- 3.6.3 The Accessibility Fund is not available for buildings that have undergone and/or are undergoing collective sales exercise or whose owners have the intent to do so.
- 3.6.4 The Accessibility Fund is not available for covering costs of operation, replacement, and maintenance of existing building facilities and/or features.
- 3.6.5 The Accessibility Fund is not available for buildings undergoing major additions and alterations works, which under the current Building Control Regulations have to comply with the prevailing Code on Barrier-Free Accessibility in Buildings.
- 3.6.6 The Accessibility Fund is only available for accessibility upgrading works done on the Common Property of the Development.
- 3.6.7 One-time interim payment (up to 70% of Approved Funding) is only available for accessibility upgrading projects with a minimum Total Approved Funding of S\$200,000 and must involve lift installation. One-time interim payment claim must be externally audited, and the auditor shall be engaged by the Applicant. The Applicant shall ensure that the wording of the audited statement (Annex 1) follows the prescribed format by BCA and the terms of reference for Applicant's External Auditors (Annex 2), which will be made available to eligible applicants.
- 3.7 The Applicant is under a duty at all times to be truthful and honest in its dealings with BCA with respect to the Approved Funding. The Approved Funding is awarded based on the information provided by the Applicant in its application for the Approved Funding. If the Applicant submits any information which is false, without prejudice to BCA's other rights under the terms and conditions herein, BCA reserves the right to revoke the Approved Funding and to recover the total amount of Approved Funding disbursed to the Applicant in relation thereto.

4 Limitation of Liability

- 4.1 BCA shall not be liable to any person in respect of the application for Approved Funding under the Accessibility Fund, the Assessment, the quantum of Approved Funding, the upgrading works, the Approved Works,

the Accessibility Features installed or to be installed in any Development. In the event that any claim or dispute should arise as a consequence thereof, no claim whatsoever shall be made by the Applicant against BCA.

- 4.2 The quantum of Approved Funding awarded by BCA for the Development shall not constitute any representation by BCA as to the value or worth of the Development or be construed as a recommendation by BCA to any person to purchase, sell or otherwise deal with the Development.
- 4.3 While every effort is made to ensure that consistent standards are applied in the Assessment of an application for Approved Funding under the Accessibility Fund, there may be differences or variations as to the quantum of Approved Funding awarded in respect of any application. Any determination, opinion, or valuation made by BCA shall be final and conclusive and BCA shall not be liable for any loss or damage suffered by the Applicant or any other person whosoever by reason thereof.
- 4.4 BCA shall not be liable for any damage to the Development and/or any part of the Development which may be caused by the Assessors due to any Assessment.
- 4.5 Neither BCA nor its directors, employees or agents shall be liable in any way whatsoever to the Applicant, the owner of the Development or to any other persons for any loss, damage or injury of whatever nature arising out of or resulting from any act, neglect, omission or default on the part of BCA, its directors, employees or agents howsoever arising.
- 4.6 Without prejudice to the generality of the foregoing, the Applicant unconditionally agrees that it shall not hold BCA, its directors, employees, servants or agents liable for any direct, indirect, special or consequential loss or damage whatsoever and howsoever arising including any loss of profits suffered by the Applicant or any person whether or not relating to the Development or any dealings thereof.
- 4.7 The Applicant shall fully indemnify and hold BCA, its directors, servants, agents and/or employees harmless from any loss, damage, costs or expense (including legal costs on an indemnity basis), in the event that:
 - 4.7.1 a claim, demand action or proceeding is made or commenced against BCA, its directors, servants, agents and/or employees by the Applicant or any other person(s) in respect of any loss, damage or injury of whatever nature arising or resulting from or in relation to the application for or quantum of Approved Funding under the Accessibility Fund, Assessment of the Development, or any information or opinion given or expressed therein or elsewhere in relation thereto by BCA;
 - 4.7.2 a Writ of Subpoena or any other Orders of Court or directions is served on BCA, its directors, servants, agents and/or employees by

the Applicant or any other person(s) or if BCA, its directors, servants, agents and/or employees are in any way required to provide any discovery/inspection of documents, evidence, attend court or in any other way required to be involved in legal proceedings arising or resulting from or in relation to the application for or quantum of Approved Funding under the Accessibility Fund, Assessment of the Development or any information or opinion given or expressed therein or elsewhere in relation thereto by BCA.

5 Rights and Duties of Applicant

- 5.1 Subject to 5.2, the Applicant must submit the application form for the Approved Funding under the Accessibility Fund and obtain the In-Principle Approval for the work items, before the commencement of construction works.
- 5.2 BCA may at its sole discretion, issue an In-Principle Approval for work items if the Applicant has already commenced the Approved Works. Nothing contained in the foregoing imposes an obligation on BCA to issue an In-Principle Approval for situations where works desired to be covered by the Approved Funding, have commenced.
- 5.3 The Applicant shall make available to BCA documents detailing the proposed Accessibility Features and other necessary documents as may be required by BCA. Such documents may include detailed cost breakdowns, invoices, and professional certification by consulting Quantity Surveyors.
- 5.4 The Applicant warrants that the Development, after the completion of the Approved Works, shall meet and comply with the terms of the In-Principle Approval. The Applicant, further warrants and undertakes to BCA that in the performance of the Approved Works, he will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental or other authority relating to the performance of the Approved Works.
- 5.5 In consideration for receiving the Approved Funding, the Applicant further warrants and undertakes that the Accessibility Features for which the Approved Funding was sought shall not be (i) removed, (ii) altered or (iii) obstructed so as to disallow the use or utilisation of such Accessibility Features for a period of 5 years from the Completion Date. If the Applicant fails to prevent the removal, alteration or obstruction of the Accessibility Features, BCA reserves the right to recover the total amount of Approved Funding that was disbursed to the Applicant in relation thereto.
- 5.6 The Applicant shall:
 - 5.6.1 render his full cooperation to BCA's officers and its Audit Agents in relation to the administration of the Approved Funding;

- 5.6.2 comply with all requirements, procedures, directions and requests of BCA;
 - 5.6.3 procure the cooperation of its employees, servants and/or agents in complying with the requirements, procedures, directions and requests of BCA; and
 - 5.6.4 not in any way interfere, hinder or seek to influence BCA's approvals, Assessment and/or conduct of the Assessment.
- 5.7 The Applicant shall appoint a Coordinator, to liaise with BCA for the entire duration from application to disbursement of the Approved Funding under the Accessibility Fund, who shall:
- 5.7.1 inform BCA, in writing, of the completion of the Approved Works. BCA will then schedule an inspection of the Development to verify the state of the Approved Works and compliance with the terms and conditions governing the Approved Funding and the In-Principle Approval. If BCA is satisfied that the Approved Works comply with the terms and conditions governing the Approved Funding and the In-Principle Approval, BCA will issue a written notice ("the Completion Date Written Notice") to the Applicant stating the completion date of the Approved Works ("Completion Date"). For the avoidance of doubt, the Approved Works are not deemed to be completed until and after BCA issues the Completion Date Written Notice;
 - 5.7.2 submit all relevant plans and documents and arrange for Assessments at the appropriate time if necessary; and
 - 5.7.3 ensure that all information submitted are accurate and true. The Coordinator shall inform BCA in the event of any material changes in the design, construction, operation of the Development which may affect the quantum of the Approved Funding.
- 5.8 The Applicant shall:
- 5.8.1 allow BCA's officer and Audit Agents full access to all accounts, records, documents, assets and the Development as and when required by BCA in connection with the Approved Funding for the Approved Works;
 - 5.8.2 provide BCA and its Audit Agents with all reasonable cooperation and assistance in connection with the audits that may be carried out by BCA in respect of the Approved Funding and/or the Approved Works from time to time; and

- 5.8.3 be responsible for the safety of the said BCA's officers and Audit Agents while the said BCA's officers and Audit Agents are on site at the Development.
- 5.9 The Applicant shall provide and maintain unhindered and safe access to facilitate the Assessment and inspection works, including but not limited to the provision of special ladders, platforms, ramps or scaffolding as required by the Assessors.
- 5.10 The Applicant may, with the written consent of BCA, make appropriate references to BCA and/or the Accessibility Fund in advertising or promotional materials solely in connection with the Development which has been awarded Approved Funding, provided that the reference to BCA and/or the Accessibility Fund shall in no way create any misleading impression whether as to the nature or role of BCA and/or the purpose of the Accessibility Fund. The Applicant shall not refer to the Approved Funding in such a manner as to bring BCA or the Accessibility Fund into disrepute and shall not make any misleading or unauthorized statement regarding the Approved Funding, the Accessibility Fund and/or BCA.
- 5.11 The Applicant must:
- 5.11.1 commence the Approved Works within six (06) months from the issuance of the In-Principle Approval or any other timeframe as may be extended by BCA; and
- 5.11.2 complete the Approved Works within twelve (12) months from commencement of the said Approved Works or any other timeframe as may be extended by BCA.
- 5.12 The Applicant must make his claim for the Approved Funding within twelve (12) months or any timeframe as may be extended by BCA, from the Completion Date.

6 Rights and Duties of BCA

- 6.1 BCA will carry out the administration of the Approved Funding under the Accessibility Fund, and the Assessment in accordance with the terms and conditions set out herein.
- 6.2 BCA reserves the right to maintain a register listing the names of Applicants and the relevant Developments where In-Principle Approvals of the Approved Funding under the Accessibility Fund have been terminated by BCA.
- 6.3 BCA reserves the right to reject any Applicant without giving any reasons.

- 6.4 BCA reserves the right to publish a list of Developments that have or have not been awarded Approved Funding under the Accessibility Fund and any statistical and/or other information in relation to these Developments.
- 6.5 BCA is entitled from time to time, through its officers and/or Audit Agents, to conduct ad-hoc audits, including on-site audits at the Development and audits of the Applicant's accounts, records, documents and/or assets, on the use of the Approved Funding for the Approved Works.
- 6.6 Parties shall bear their own respective costs and expenses incurred in respect of their rights and obligations under clauses 5.8 and 6.5, unless the audit identifies a material breach or default of these terms and conditions by the Applicant, in which case the Applicant shall reimburse BCA for all of BCA's reasonable costs incurred in connection with the audit.
- 6.7 BCA is under no obligation to make available to the Applicant any information pertaining to the approval or Assessment.

7 Termination

- 7.1 BCA reserves the right to terminate the In-Principle Approval for the award of Approved Funding at any stage of the approval or Assessment process in the event that the Applicant:
 - 7.1.1 has not completed the Approved Works within the time specified by BCA;
 - 7.1.2 has failed to complete the Approved Works in accordance with his application; or
 - 7.1.3 has failed to comply with any of the terms and conditions specified herein.
- 7.2 In the event that BCA terminates the In-Principle Approval to award the Approved Funding pursuant to clause 7.1 above, BCA reserves the right to recover the total amount of Approved Funding disbursed to the Applicant in relation thereto.
- 7.3 Any notice of termination by BCA shall be deemed to be served on the Applicant if sent by registered post to the business address given by the Applicant in the application form for the Approved Funding and shall be effective from the date specified in the said notice.
- 7.4 In the event that the In-Principle Approval of the Approved Funding or the Assessment is terminated by BCA, the Applicant shall be liable for all administrative costs incurred by BCA in relation to the application for Approved Funding by the Applicant and no claim against BCA whatsoever shall be made by the Applicant for any costs or expenses.

8 Force Majeure

- 8.1 Notwithstanding anything to the contrary in these terms and conditions, a party, and where applicable its officers, servants, employees or agents shall not be liable or be in any way responsible to the other in respect of any inability of the first mentioned party to perform any of its obligations under these terms and conditions by reason of any event beyond the Party's reasonable control ("Force Majeure Event"), including but not limited to riots, civil unrest, curfew, state of emergency, labour disputes, strikes, war, civil war, lockouts, floods, fires, acts of terrorism, pandemics and acts of God.
- 8.2 A party prevented from, or delayed in, the performance of its obligations under these terms and conditions by a Force Majeure Event shall not be liable for such failure or delay if it gives written notice thereof to the other party within seven (7) days from the occurrence of the Force Majeure Event, specifying the matters constituting the Force Majeure Event and estimating a period of time for which such prevention or delay may continue, and resumes that obligation as soon as the Force Majeure Event ceases.
- 8.3 If the Force Majeure Event continues for a period exceeding three (3) months from the date of the notice given under Clause 8.2, any party may at any time within one (1) month thereafter terminate this Deed by written notice to the other party.

9 General

- 9.1 These terms and conditions may be revised by BCA from time to time by issuing a written notice to the Applicant.
- 9.2 The failure of BCA to insist upon strict compliance by the Applicant with any term or condition herein shall not be construed as a waiver by BCA of any subsequent failure by the Applicant to comply with such term or condition.
- 9.3 Notwithstanding that any term or condition herein may be invalid or unenforceable under any applicable law, the remaining terms and conditions shall continue in full force and effect.
- 9.4 By submitting the application, each Applicant agrees that any and all disputes he or she may have with, or claims he or she may have against BCA relating to, arising out of or connected in any way with (i) the Approved Funding and/or (ii) the Assessment and/or any other matter arising out of or in relation to the Applicant's Approved Funding will be resolved exclusively by final and binding arbitration. The arbitration will be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference in this clause.

- 9.5 All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions or the rights and obligations of Applicants or BCA in connection with the Accessibility Fund, shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 9.6 No person or entity not a party to these terms and conditions shall be acquire any rights whatsoever under these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act 2001 or otherwise.