

DEED OF WARRANTY FOR (DESCRIPTION OF WORKS)

To: **FOOTBALL ASSOCIATION OF SINGAPORE**
100 Tyrwhitt Road, Jalan Besar Stadium
Singapore 207542

PROPOSED ADDITIONS AND ALTERATION WORKS TO THE OFFICE OF THE FOOTBALL ASSOCIATION OF SINGAPORE.

CONTRACT NO. _____

WHEREAS:

(1) _____
(Name and Address of Contractor)

(hereinafter called the "Contractor") is the contractor of the **Football Association of Singapore** (hereinafter called the "Client") in respect of the above contract works (hereinafter called the "Contract").

(2) _____
(Name and Address of Specialist)

(Hereinafter called the "Specialist") is the specialist engaged by the Contractor in respect of the _____

(Hereinafter called the "Works") required under the Contract with the consent of the Client given at the request of both the Contractor and the Specialist.

(3) Pursuant to Clause _____ of _____ of the Contract the Contractor is obliged and has agreed to give this Warranty.

In consideration of the premises and of the Client giving the consent aforesaid at the request of the Contractor and the Specialist, the Contractor and the Specialist agree with the Client as follows:

1 The Contractor and the Specialist jointly and severally warrant for a period of **(insert relevant warranty period)** (hereinafter called the Warranty Period) **(insert relevant clauses)** in the Works to the Premises and the Contractor and the Specialist may be noticed in writing to promptly to carry out all necessary repairs, replacements and remedial work and make good all defects, damage or other faults in the Premises which may appear during the Warranty Period.

The Warranty Period in respect of the Works shall commence from the date(s) of completion of the Contract as certified by the Project Manager / Designer of the Contract. A copy of the Certificate of Substantial Completion is attached.

- 2 The Contractor and the Specialist jointly and severally further warrant that:
- (a) they have exercised all proper skill and care in the selection of materials for the works;
 - (b) they have exercised all proper skill and care in the design and execution of the Works;
 - (c) their workmanship is of a standard that may be expected from a contractor with specialised experience and expertise in his particular trade; and
 - (d) The Works are fit and suitable for the purpose designed and required in the Contract.
- 3 It is an express term of the Warranty that the Works when completed and the goods or materials used shall meet the Performance Requirement of the Contract in respect of the Works. In the event the Works when completed and/or the goods and materials used should fail to meet such Performance Requirement, the Contractor and the Specialist shall be precluded from disclaiming liability under the Warranty on the ground that the Works as completed and/or the goods and materials used accord or comply with the Contract, and in this connection, the Contractor and the Specialist are deemed to have waived this defence in the event a claim is made by the Client against them in respect of their breach of the Warranty.
- 4 Subject to Clauses 5 and 9 below, if any damage or defects should occur in relation to the Works within the Warranty Period due to whatever cause, the Contractor and the Specialist jointly and severally undertake to remove and/or rectify and make good such damage or defects including ancillary works within a reasonable period or duration specified by the Client's notice in writing. If such damage or defects are attributable to the Contractor's or Specialist's breach of warranty under Clause 2 above, then the cost of such removal rectification and/or making good work shall be borne by the Contractor and/or Specialist. If the Contractor and/or Specialist shall fail to comply within the period or duration specified, it shall be lawful for the Client to order such damage or defects as are referred to in such notice to be removed, rectified and/or made good by any other person and recover from the Contractor and/or Specialist such cost and expense incurred for which they may be liable. PROVIDED ALWAYS that such instructions shall be issued without prejudice to the Client's right to recover damages against the Contractor and/or the Specialist by reason of their failure to comply with this Clause.
- 5 In the event such damage or defects are caused wholly or in part by the Client or a third party, and the Contractor and Specialist are required under Clause 4 above to remove, rectify and/or make good such damage or defects including ancillary works within the period or duration specified by the Client's notice in writing, then upon completion of such works.

The Client shall pay the Contractor and Specialist for the work or that part of the work which the Client's or at the discretion of the a person nominated by him in writing may determine as occasioned by damage or defects caused by the Client or third party, and the valuation of such work or such part of the work shall be ascertained in accordance with one or a combination of the methods mentioned below in descending order of priority:

- (a) by measurement and valuation at fair market rates and prices; or
- (b) if the above method is not applicable, then the valuation shall be based on the actual cost of necessary materials or goods, labour and equipment (other than ordinary plant) plus 15% which percentage shall include the use of all ordinary plant, tools and supervision, overheads and profits

6 The approval by the Client of any works required under Clauses 4 or 5 above does not absolve the Contractor and/or the Specialist from their responsibility to rectify future occurrence of defects in respect of such works.

7 It is a term of this Warranty that the Contractor and/or the Specialist shall indemnify the Client against all loss damage cost and expense suffered or incurred by the Client in relation to any damage to property or injury to person caused or occasioned by the acts or omissions of the Contractor's and/or the Specialist's employees, representatives or workmen in the course of the works undertaken under the terms of this Warranty. The Contractor and/or the Specialist shall at their own cost and expense effect and maintain a Public Insurance Policy for the execution of such works.

8 The Contractor and/or the Specialist shall indemnify the Client against any compensation payable by the Client under the Workmen's Compensation Act Cap 354 (1985 Edition) in connection with any accident arising out of rectification works undertaken by the Contractor and/or the Specialist pursuant to the provisions of this Warranty. The Contractor and/or the Specialist shall at their own cost and expense effect and maintain a Workmen's Compensation Policy for the execution of such works.

9 This Warranty shall not be invalidated in the event another person is instructed to execute the rectification work on account of the Contractor's and/or the Specialist's failure to discharge their obligations under Clause 4 and 5 above within 14 days of notice by the Client, nor shall this Warranty be invalidated in the event a third party is engaged without the consent of the Contractor and/or the Specialist to carry out regular maintenance and cleaning of the Works,

provided that in the latter event, any rectification work or part thereof undertaken by the Contractor and/or Specialist that is occasioned by the negligence of such third party shall be valued in the manner described in Clause 5 above and paid by the Client.

- 10 In the event of any dispute of liability under the terms of this warranty deed or the interpretation of the terms therein, either party may give notice for the dispute to be determined by an arbitrator nominated by that party.
Upon receipt of the notice of nomination of arbitrator, the other party shall, within 14 days either consent to the nomination, or re-nominate another arbitrator. If the re-nominated arbitrator is acceptable to the first party then the matter will proceed to arbitration. After the lapse of 14 days, the re-nomination is deemed unacceptable and the matter shall be referred by either party to the President of the Singapore International Arbitration Centre who shall nominate and appoint the arbitrator so long as there is no objection to the nomination by both parties. The Arbitration Rules of the Singapore International Arbitration Centre shall apply in the English Language for the arbitration.
- 11 This Warranty shall remain valid and shall not be affected by any extensions, variations or composition or entered into with respect to the terms of or obligations under the Contract.
- 12 This Warranty shall be read together with the Contract but in case of any conflict between the two documents the provisions of this Warranty shall prevail.
- 13 The validity, construction and interpretation of this Warranty and all rights, obligations and liabilities arising hereunder shall be governed by, and interpreted in accordance with, the laws of Singapore.
- 14 the Client shall have the absolute discretion to assign the benefit of this Warranty to any third parties without the consent of the Contractor and/or the Specialist.
- 15 A person who is not a party to this Deed shall have no rights or remedies under the Contracts (Right of Third Parties) Act (Chapter 53B) to enforce any of the terms in this Deed.

IN WITNESS WHEREOF we have hereunto set our hands and seals the ____ day of ____ 20____.

The Common Seal of)
(the Contractor))
is hereby affixed on the) SEAL OF THE COMPANY
_____ day of _____ 20 _____)
the presence of:-

Director

Director/Secretary

Name

Name

The Common Seal of)
(the Specialist))
is hereby affixed on the) SEAL OF THE COMPANY
_____ day of _____ 20 _____)
the presence of:-

Director

Director/Secretary

Name

Name