

Goods and Services Tax (Transitional Provisions) Regulations

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GOODS AND SERVICES TAX ACT (CHAPTER 117A, SECTION 91(4))

GOODS AND SERVICES TAX (TRANSITIONAL PROVISIONS) REGULATIONS

Rg 2

G.N. No. S 510/1993

[20th December 1993]

Citation

1. These Regulations may be cited as the Goods and Services Tax (Transitional Provisions) Regulations.

Definitions

2.—(1) For the purposes of these Regulations —

“exempt supply” means any supply of goods or services of a description or of a class for the time being specified in the Fourth Schedule to the Act;

“non-reviewable contract”, in relation to any supply, means any written contract or any agreement entered into pursuant to an Act, for the supply of goods and services where —

- (a) those goods and services are specifically identified in the contract or, as the case may be, agreement;
- (b) the consideration in money for that supply is specified in the contract or, as the case may be, agreement either by reference to an amount of money or by way of a formula; and
- (c) the contract or, as the case may be, agreement contains no provision for, and does not otherwise contemplate, any change to that consideration arising either directly or indirectly from the imposition of the goods and services tax; but does not include any contract that provides for or otherwise contemplates a general review of the consideration in money for that supply;

“review” includes re-negotiation, adjustment or alteration;

“reviewable contract”, in relation to any supply, means any written contract, not being a non-reviewable contract, for the supply of goods and services where the consideration in money for that supply is specified in the contract either by reference to an amount of money or by way of a formula;

“written contract” includes a contract evidenced in writing.

(2) Any reference in these Regulations to the date on which the written contract is entered into shall be read —

- (a) in the case of a contract, other than a contract entered into by way of