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The following Act was passed by Parliament on 5 June 2020 and assented to by the President on 16 June 2020:—

REPUBLIC OF SINGAPORE

No. 29 of 2020.

I assent.

HALIMAH YACOB,
President.
16 June 2020.



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. This Act is the COVID-19 (Temporary Measures) (Amendment) Act 2020 and comes into operation on a date that the Minister appoints by notification in the *Gazette*.

Amendment of section 1

2. Section 1(3) of the COVID-19 (Temporary Measures) Act 2020 (called in this Act the principal Act) is amended by deleting the words “8 or” in paragraph (b) and substituting the words “7A(2), (3) and (4), 7B, 8, 13(3A) and (3B), 15A or”.

Amendment of section 4

3. Section 4 of the principal Act is amended by deleting subsection (1) and substituting the following subsection:

“(1) This Part does not apply to —

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

Amendment of section 5

4. Section 5 of the principal Act is amended —

- (a) by deleting the words “is unable” in subsection (1)(a) and substituting the words “is or will be unable”;
- (b) by inserting, immediately after the words “the contract” in subsection (1)(a), the words “(called in this Division the subject inability)”;
- (c) by deleting the words “(called in this Division the subject inability)” in subsection (1)(b); and
- (d) by inserting, immediately after subsection (1), the following subsection:

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

New section 5A

5. The principal Act is amended by inserting, immediately after section 5, the following section:

“Relief for inability to exercise right under scheduled contract

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

- (a) the scheduled contract in question comes within a description of contracts prescribed as contracts to which this section applies;
- (b) a party to the contract (also called in this Division *A*) is or will be unable to exercise a right in the contract (called in this Division the subject right), being a right that is to be exercised on or after the date of commencement of section 5 of the COVID-19 (Temporary Measures) (Amendment) Act 2020;
- (c) the inability is to a material extent caused by a COVID-19 event; and
- (d) *A* has served a notification for relief in accordance with section 9(1) on —
 - (i) the other party or parties to the contract; and
 - (ii) such other person as may be prescribed.

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

- (a) the expiry of the prescribed period;

- (b) the withdrawal by *A* of *A*'s notification for relief;
 - (c) on an application under section 9(2), the assessor makes a determination that the case in question is not one to which this section applies.
- (3) The actions mentioned in subsection (2) are —
 - (a) the forfeiture of any part of any consideration paid for the subject right; and
 - (b) such other action as may be prescribed.
- (4) The Minister may, by regulations made under section 19, provide that any paragraph (or a part of it) in subsection (3) —
 - (a) does not apply in relation to a description of scheduled contracts (or a part of such contract); or
 - (b) applies in relation to a description of scheduled contracts (or a part of such contract) subject to modifications set out in the regulations,and this Part applies in relation to that description of scheduled contracts (or a part of such contract) as if that paragraph (or a part of it) were omitted or modified in the manner so set out.”.

Amendment of section 7

6. Section 7 of the principal Act is amended by deleting subsection (4) and substituting the following subsections:

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

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

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

the cancellation fee or any part of it is just and equitable in the circumstances of the case.”.

New sections 7A and 7B

7. The principal Act is amended by inserting, immediately after section 7, the following sections:

“Relief from late payment interest or other charge

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

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

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

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

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

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

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

- (a) the expiry of the prescribed period;
- (b) the withdrawal by *A* of *A*’s notification for relief;