

DATED THIS DAY OF [DATE] 20

BETWEEN : [CONTRACTOR'S NAME] (The Contractor)

AND : (1) [CLIENT'S NAME] (The Client)

: (2) [THE REGISTERED OWNER] (Registered Owner)

RENOVATION AGREEMENT

Renovation Agreement

This Agreement ("Agreement") is made and entered into on **[Date]** by and between:

[Contractor's Full Name/Company Name], a business registered in Brunei Darussalam under Business Names Act (CAP 92) and having a place of business at **[Contractor's Address]** (The Contractor)

And

- (1) **[Client's Full Name]**, **[IC Number]** residing at **[Client's Address]** (The Client)
- (2) **[Registered Owner Name]**, **[IC Number]** residing at **[Registered Owner's Address]** (The Registered Owner)

WHEREAS,

- A. The Registered Owner of the property, **[name of owner]** is the **[relationship with the client]** of the Client.
- B. The Registered and the Client are desirous of appointing The Contractor to **[state what work must be done]** (hereinafter referred to as "Work") Property in accordance with and subject to the terms and conditions of the Agreement.
- C. The Contractor is a Licensed Builder with the Authority on Building Control and Construction Industry (ABCi).
- D. The cost of the Work will be borne by the Client.

- E. In the event that the Client is applying for financing from Tabung Amanah Pekerja (hereinafter referred to as ‘the financier’) to finance the said Work after the completion of the Work upon the instruction and satisfaction of the Client.

IT IS HEREBY AGREED the following: -

1. Scope of Work

- The Contractor agrees to perform the following Work at the registered owner's property located at **[Property Address]**:
- ***[Detailed Description of Work, including any specific tasks, materials, and standards]*** (renovation works)

2. Timeline

- Start Date: ***[Start Date]***
- Completion Date: ***[Completion Date]***
- Time is of the essence in this Agreement. The Contractor shall complete the work within the specified timeframe unless otherwise agreed in writing.

3. Payment Terms

- Total Cost: ***[Amount]***
- Full payment will only be made after the completion of Works by the Financier to the Contractor upon the Client's instruction.

4. Contractor's Responsibilities

The Contractor agrees to:

- Perform the work in a professional and workmanlike manner in accordance with industry standards.
- Obtain all necessary permits and licenses.
- Use materials that are new and of good quality unless otherwise specified.
- Maintain a clean and safe work environment.
- Correct any defects or deficiencies identified by the Client within ***[Warranty Period]*** after completion at no additional cost.

5. Changes to Scope of Work

Any changes or additions to the scope of the work must be documented in a written change order signed by the parties. Additional costs arising from changes will be agreed upon in writing before any additional work begins.

6. Breach of Contract

In the event of a breach by the Contractor, including failure to complete the work as specified or failure to correct defects:

- The Client will provide written notice of the breach.
- The Contractor will have **[Number of Days]** days to remedy the breach.
- If the breach is not remedied within the specified time, the Client may terminate this Agreement and shall be entitled to recover damages for any losses or expenses incurred as a result of the breach, including, but not limited to, the cost of completing the work.

7. Termination

The Client may terminate this Agreement if:

- The Contractor fails to meet the deadlines or deliverables.
- The Contractor breaches any material term of this Agreement.
- The Contractor fails to correct defects or issues as specified.

8. Remedies

Any Party may pursue legal action, including –

- 8.1 out of court settlement through Mediation or Arbitration; or
- 8.2 filing a lawsuit in Court for breach of contract and enforce the Agreement by way of the relief of specific performance.

9. Insurance and Liability

The Contractor shall maintain adequate insurance coverage, including general liability insurance, throughout the duration of this Agreement. The Contractor agrees to indemnify and hold harmless the Client and the Registered Owner from any claims, damages, or liabilities arising from the Contractor's work.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam.

11. Dispute Resolution

Any disputes arising from or related to this Agreement shall be resolved through [Mediation/Arbitration/Court], as selected by the Client. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all **prior agreements or understandings related to the subject matter hereof.**

13. Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by all parties.

14. Access to Property

The Registered Owner agrees to provide the Contractor with reasonable access to the property during normal working hours for the purpose of performing the work.

15. Confidentiality

All parties agree to keep the terms of this Agreement, and any proprietary information disclosed during the course of the work confidential.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Contractor:

Signature: _____

Name: **[Contractor's Full Name/Company Name & Contractor's Chop/Company's Chop]**

Date: _____

Client:

Signature: _____

Name: **[Client's Full Name]**

Date: _____

Registered Owner:

Name: **[Registered Owner's Full Name]**

Date: _____