



**CONSOLIDATED TERMS & CONDITIONS OF CONTRACT**  
**For KELLI CONCEPTION PTE LTD**

**1. Definitions and Identity**

- The "Contractor" means KELLI CONCEPTION PTE LTD.
- The "Buyer" (or "Client") refers to the Owner(s) signing this agreement.
- The "Contract" means these Terms and Conditions, the Appendix, the Specifications, Drawings, the Quotation, the Agreement, and such other documents as the parties expressly identify in writing.

**2. Scope of Works and Design Control**

- The Works will only commence upon confirmation of drawings.
- The Buyer is advised to examine and sign all drawings.
- The Contractor shall execute and complete the Works and remedy any defects with due care, diligence, and to the Owner's satisfaction.
- KELLI CONCEPTION PTE LTD reserves the right to modify design, detailed measurements, specifications, and materials, all subject to the approval of the Buyer.
- Drawings and layout plans presented may not constitute exactly to the actual completed works, as the drawings are indicative only.
- Any alteration or additions to the confirmed contract requested by the Buyer will be charged extra to the Buyer.
- All confirmed communication (e.g., Change in design, colour, additional/variation order, etc.) must be in writing, otherwise it will be treated as invalid.
- Upon confirmation of contract, the owner will be deemed to be given consent to the usage of the work site's utilities.
- KELLI CONCEPTION PTE LTD will take full responsibility of the house only if KELLI CONCEPTION PTE LTD undertakes the total Renovation.

### **3. Contract Price and Payment Terms**

- **The Contract Price is the lump sum set out in the Quotation, fixed subject to adjustments and amendments expressly provided for in these Conditions.**
- **All deposit/progressive payments made are not refundable, in the event of termination of contract requested by the owner.**
- **A 20% penalty of the contract amount shall be imposed upon cancellation of a duly signed contract.**
- **KELLI CONCEPTION PTE LTD reserves the right to stop work if the progressive payment is not received.**
- **No compensation shall be due to the buyer for such termination.**
- **No variation of the Works described shall invalidate the Agreement, but any such variation, whether by addition, omission or substitution, together with the cost and effect on the Date for commencement and completion of the Works, shall be agreed in writing between the Buyer and the Contractor before the variation is carried out, and the Contract Price stated in the Quotation and the Date for commencement and / or completion of the Works stated shall be altered accordingly.**
- **In the event that the Works are not of an acceptable standard, or if the Contractor ceases work on the Premises without reasonable explanation for more than (10) consecutive days, the Buyer may terminate the Agreement by paying the Contractor only the value of the Works already performed, less compensation for inconvenience or additional expense caused as a result thereof or the Buyer may exercise and enforce their strict legal rights for such stoppage.**
- **In the event that this Agreement is terminated by the Buyer for whatever reason through no fault or negligence on the part of the Contractor, the Contractor shall be entitled to recover from the Client to claim up to the value of the Works already carried out, including such amounts in respect of any materials supplied or purchased, work prepared (partially or fully).**
- **In the event that this Agreement is terminated by the Contractor for whatever reason through no fault or negligence on the part of the Contractor, the Buyer shall be entitled to recover from the Contractor the difference in the cost required to complete the Works.**
- **All FOC and discounted items/prices only apply if all contract items have been executed.**

#### **4. Property and Liability Clause**

- **The Client acknowledges and agrees that the interior design and renovation process involves significant construction work, including, but not limited to, demolition (hacking), drilling, and movement of materials and equipment.**
- **The Contractor shall ensure adequate site protection (e.g., floor covering, corner guards, dust sheets, wall protection) is installed before works commence and maintained throughout the project.**
- **The Contractor shall be liable for damage arising from negligence, misuse of tools, or failure to take reasonable precautions on the work site.**
- **While the Firm and its contractors will take all reasonable precautions, the Client accepts that minor, accidental, or incidental damage may occur to the property, fixtures, or non-renovated areas of the premises (such as floors, walls, or surrounding objects) during the course of the preparation, hacking, and renovation process.**
- **The Client is responsible for removing all personal items, valuables, sensitive documents, and non-permanent fixtures from the renovation area and surrounding paths before work commences.**
- **The Contractor shall, at his own expense, remove all tools and surplus materials from the premises and leave it in a clean and tidy condition, upon completion of the Works or the termination of the Agreement whichever the earlier.**
- **If any personal item, fixture, or non-contracted item is unintentionally damaged, displaced, or removed and disposed of by contractors during the hacking or clean-up process, the Firm shall not be held liable for the cost of replacement, repair, or retrieval of such items.**
- **The Client agrees that such accidental damages or unintentional removals, as defined above, shall not constitute a breach of this agreement, and the Client shall not withhold payment, impose a penalty, or seek financial compensation from the Firm or its contractors for these occurrences.**

#### **5. Insurance, Permits, and Compliance**

- **The Contractor shall maintain valid public liability insurance and, upon request, provide a copy to the Client.**

- The Contractor shall be responsible for obtaining all necessary permits (e.g., from the Building and Construction Authority (BCA), Town Council, or relevant authorities), and ensuring all work complies with statutory requirements and regulations.

## **6. Time, Delivery, and Handover Process**

- The mutually agreed upon Completion Timeline will be formally documented, defining both the Completion Date (when all contracted works are substantially finished) and the Handover Date (when the property is formally transferred back to the Client).
- The date given for delivery is approximate only. Delivery must be taken in accordance with the work schedule, otherwise the Buyer will be liable for storage charges.
- The handover process shall include a formal joint inspection to identify any defects or omissions (Defect List).
- The Final 5% payment shall be released by the Client only after the rectification of all defects listed during this handover inspection.

## **7. Warranty and Defect Liability**

- The warranty period for the workmanship will only be effective for a year starting from the date when the defect list has been completed.
- Defect Liability Period (DLP): The Client shall have a period of 14 days post-Handover Date to submit the initial Defect List regarding quality of works.
- The Contractor shall attend to and commence rectification work within 14 days of receiving written notification from the Client.
- Any defects in the workmanship during the warranty period will be rectified free of charge and within reasonable time frame.
- Should the Contractor not perform the Rectification Works, the Contractor agrees to compensate the Buyer for the cost of engaging a third party to perform the Rectification Works. The Buyer shall inform the Contractor in writing of the cost of engaging a third party to perform the Rectification Works and allow the Contractor, at his own expense to perform the Rectification Works.
- Granite and marble being natural material may vary in tonality, veins, surface texture, speckles and thickness. Such variants are inevitable and shall be deemed accepted by buyer. The Buyer is not held liable for any occurrences of

the natural defectiveness in the material which is beyond the control of KELLI CONCEPTION PTE LTD.

- KELLI CONCEPTION PTE LTD shall not be responsible for cracks or damages that appear on the wall, should the crack or damages be arise due to nature movement, or other subsequent construction or related works of the building.
- The Contractor shall not be responsible for surface cracks resulting from natural building movement or settlement. However, cracks caused by negligent hacking, demolition, or defective carpentry installation shall be covered and rectified by the Contractor.
- Plumbing Workmanship: The Contractor provides a 1-year warranty on the workmanship of all new plumbing installations.
- Paint Defects: Paint adhesion or bubbling caused by poor surface preparation during the renovation shall be covered under warranty. Hairline cracks resulting from natural paint shrinkage are excluded.
- Joinery works and materials corrosion shall not be covered under warranty unless otherwise stated and/or provided by the manufacturer.

#### **8. Exclusion of Liability: Owner-Supplied Unapproved Lighting**

The Owner acknowledges and agrees that any lighting fixtures, fittings, or related electrical components ("Owner-Supplied Lights") that are:

1. Purchased or supplied by the Owner (including items procured directly or from overseas sources); and
2. Lack mandatory regulatory approval from the relevant Singapore authorities (e.g., the Singapore Standards Council (SPRING) or safety marks from the Consumer Product Safety Organisation (CPSO), previously PSB); shall be installed at the Owner's sole risk.

The Renovation Firm shall not be liable for any claims, costs, damages, injuries, or losses (including but not limited to fire, electrical faults, property damage, or personal injury) that arise, directly or indirectly, from the installation, use, or failure of the said Owner-Supplied Lights due to their lack of regulatory approval or inherent defects. The Owner shall indemnify and hold the Renovation Firm harmless against any such incident.

## **9. Design Visualization and Revision Policy**

- **Included 3D Visualizations (Renderings)**
  - The Contract Price includes the production of a maximum of three 3D perspective renderings ("Renderings") of the main design spaces (e.g., Living Hall, Master Bedroom, Kitchen).
  - Renderings are provided for conceptual visualization only and, as detailed in Clause 2.4, may not constitute exactly to the actual completed works.
  - Any request for Renderings beyond the agreed-upon number of three will be deemed an additional service and shall be charged to the Buyer.
- **Design Revision Rounds**
  - The Contract Price includes a maximum of two rounds of major revisions to the initial design concept and subsequent drawings.
  - A "round of revisions" is defined as one submission of the design concept or drawings by the Contractor, followed by one comprehensive set of written feedback from the Buyer.
  - The next submission by the Contractor will constitute the next round.
  - **Minor Revision:** Changes affecting less than 20% of the total design elements, such as adjusting a paint color or swapping an accessory.
  - **Major Revision:** Changes affecting 20% or more of the design elements, or a request to change the design direction entirely, such as moving a wall or a complete kitchen layout redesign.
  - Any additional rounds of revision requested by the Buyer beyond the included Two rounds will be considered an Additional Service and are subject to an extra charge.

## **10. Confidentiality and Data Protection**

- The Contractor shall keep all Buyer data, personal address information, and specific layout details strictly confidential. This information shall not be shared with any third party or used for marketing without the Client's explicit written consent.

**FOR AND ON BEHALF OF THE CONTRACTOR**

**KELLI CONCEPTION PTE LTD**

Signature:

**Name:** Kelly Choong

**Designation:** Director

**Date:** 07/11/25

**FOR AND ON BEHALF OF THE OWNER(S) / BUYER**

Signature:

**Name:**

**NRIC / Passport No.:**

**Date:**

**[Insert Name of Second Owner/Client (If Applicable)]**

**Signature:**

**Name:**

**NRIC / Passport No.:**

**Date:**

