



## GUARANTEE TERMS & CONDITIONS

**THIS GUARANTEE WITH TERMS AND CONDITIONS AS SET OUT BELOW (“Terms”)** is made by:

- (1) **JAS INNOVATION PRIVATE LTD.**, a company incorporated in Singapore (Company Registration No. 201933651C) and having its registered address at 2 Venture Drive, #14-02, Vision Exchange, Singapore 608526 (the “**Company**”);

**IN FAVOUR OF:**

- (2) The **CONTRACTING HOME OWNER** as defined below.

**WHEREAS:**

- (A) The Company is in the business of providing home professionals referral services to homeowners located in Singapore (and *vice versa*) through a website and mobile application, amongst other platforms (the “**Referral Services**”).
- (B) The Company wishes to provide the homeowners who use its Referral Services an added peace of mind by offering them a guarantee for contracts concluded through the use of the Referral Services.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings of the Company and the Contracting Home Owner, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the Contracting Home Owner agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless otherwise defined herein and except to the extent that the context requires otherwise, in these Terms:

“**Claim**” has the meaning assigned to it in Clause 3.1;

“**Claim Form**” has the meaning assigned to it in Clause 3.1;

“**Claimable Event**” has the meaning assigned to it in Clause 2.3;

“**Contract**” means a contract entered into by the Contracting Service Provider and the Contracting Home Owner solely as a result of both parties employing the Company’s Referral Services, reflecting the request for quote or eligible direct enquiries submitted by the Contracting Home Owner to the Mobile App or Website;

“**Contracting Home Owner**” means the individual that enters into a contract with the Contracting Service Provider for the purchase of Home Improvement Services through the use of the Referral Services;

“**Contracting Service Provider**” means the Home Professional (being an individual or entity) that enters into a contract with the Contracting Home Owner for the provision of Home Improvement

Services through the use of the Referral Services;

**“Home Improvement Services”** means any services or goods employed to improve the quality of a home, which includes but is not limited to home renovation and repair services;

**“Home Professional”** means any contractor, interior designer, handyman or any other professional involved in the provision of Home Improvement Services, that is listed as an approved Home Professional on the date of the Contract;

**“Maximum Assured Sum”** means the sum of S\$50,000.00;

**“Mobile App”** means the Company’s mobile application available for use on iOS and Android devices;

**“Party”** means any of a Contracting Home Owner, Contracting Service Provider, or the Company, and **“Parties”** mean any two (2) or more of them;

**“Payout”** has the meaning assigned to it in Clause 2.1;

**“S\$”** means Singapore Dollars; and

**“Website”** means the website located at the URL: <https://www.homerenoguru.sg>.

- 1.2. In these Terms, each reference to a recital, clause or appendix is a reference to a recital, clause or appendix to these Terms.

## 2. GUARANTEE

- 2.1. On the occurrence of a Claimable Event, the Company undertakes to pay the Contracting Home Owner, the amount paid by the Contracting Home Owner for work or services that have yet to be completed under the Contract (**“Payout”**), provided that all of the following conditions are met and subject to the provisions in Clause 4 being complied with:

2.1.1 the Company has received a copy of the Contract duly executed by the Contracting Service Provider and the Contracting Home Owner, within seven (7) days from the date of such execution of the Contract;

2.1.2 the Company has received the Claim made by the Contracting Home Owner in accordance with the Claim procedure set out in Clauses 3.1 to 3.4 below;

2.1.3 the Company’s reasonable satisfaction with the presentation and grounds of such Claim and approval of such Claim under Clause 3.5 below;

2.1.4 it is the sole result of the Contracting Service Provider’s default

2.1.5 the Contracting Home Owner has not been refunded (in full or in part) for work or services that have yet to be completed under the Contract by the Contracting Service Provider; and

2.1.6 the Contracting Home Owner has not been refunded (in full or in part) for work or services that have yet to be completed under the Contract by an order being made by a court in Singapore or elsewhere:

- 2.2. For the avoidance of doubt, a Payout pursuant to Clause 2.1 shall be conditional upon all and not some only of the conditions set out in Clauses 2.1.1 to 2.1.6 being satisfied, and the Payout

amount shall be determined and evaluated by the Company based on submitted documents.

- 2.3. An event warranting a Payout (“**Claimable Event**”) shall be on the occurrence of an order being made by a court in Singapore or elsewhere:
  - 2.3.1. (in the case of the Contracting Service Provider being an individual) declaring the Contracting Service Provider bankrupt; or
  - 2.3.2. (in the case of the Contracting Service Provider being an entity) winding up the Contracting Service Provider.

### **3. CLAIM AND PAYOUT PROCEDURE**

- 3.1. Upon a Claimable Event taking place, the Contracting Home Owner may submit a claim to the Company for compensation (the “**Claim**”), which must be in the form set out in Appendix A of these Terms and shall specify the following (the “**Claim Form**”):
  - 3.1.1. the Contracting Home Owner’s (i) name; (ii) identification number; and (iii) contact details;
  - 3.1.2. the Contracting Service Provider’s (i) name; (ii) company registration number (in the case of the Contracting Service Provider being an entity) or identification number (in the case of the Contracting Service Provider being an individual); and (iii) contact details;
  - 3.1.3. all documentation (including but not limited to correspondence between the Contracting Home Owner and the Contracting Service Provider) evidencing that the Contract was entered into as a result of the use of the Company’s Referral Services by both of the Contracting Home Owner and the Contracting Service Provider;
  - 3.1.4. all documentation (including but not limited to photographic evidence, if applicable) for the grounds of the Claim; and
  - 3.1.5. the details of the Contracting Home Owner’s Singapore bank account to which a Payout can be made in the event of the Claim being admitted.
- 3.2. The Claim Form must be delivered to the Company at its registered address within thirty (30) days from the date of the Claimable Event, failing which the Company will have no liability to make any payment under these Terms. The Company may reject any Claim Form received after the stipulated period.
- 3.3. Upon receipt of the Claim Form, the Company shall, within six (6) months or any other time period as it may specify to the Contracting Home Owner, notify the Contracting Home Owner of its decision to:
  - 3.3.1. approve the Claim in whole;
  - 3.3.2. approve the Claim in part; or
  - 3.3.3. reject the Claim.
- 3.4. Prior to such notification of the Company’s decision in Clause 3.3 above, the Company reserves the right to request for additional supporting documents or evidence to verify the details of the Claim. The Contracting Home Owner’s failure to provide such documents will result in the Claim being rejected.
- 3.5. In the event that a Claim is approved in whole or in part, the Company shall, within two (2) months

from the date of notification pursuant to Clause 3.3.1 or Clause 3.3.2, present a settlement agreement for the Contracting Home Owner's consent before making a Payout to the Contracting Home Owner's Singapore bank account set out in the Claim Form. The Company reserves the right to make a Payout in instalments.

- 3.6. In the event that a Claim is rejected, the Company shall not be obliged to provide exhaustive reasons for its decision of rejection. The decision of the Company will (in the absence of manifest error) be final.

#### **4. LIMITATIONS AND EXCLUSIONS**

- 4.1. The Company shall not be obliged to make a Payout in the event that any one or more of the following circumstances exist or are reasonably believed by the Company to exist:

4.1.1. the Contract was terminated by:

- (i) the Contracting Home Owner;
- (ii) the substantial inducement of the Contracting Home Owner; or
- (iii) mutual agreement of the Contracting Home Owner and the Contracting Service Provider;

4.1.2. the Contract was breached by the Contracting Home Owner;

4.1.3. the Contracting Home Owner or the Contracting Service Provider was unable to carry out the whole or any part of its obligations under the Contract due to any acts of God, fire, explosion, strikes, war (declared or not), riots, acts of terrorism, epidemics, pandemics, government lockdowns, quarantine orders and Movement Control Orders or any other events related to the current Covid19 pandemic, embargoes, actions or inactions of governmental or quasi-governmental authorities, shortages of labour, fuel or raw materials and any other causes of such nature that was beyond the will and control of the Contracting Home Owner or the Contracting Service Provider;

4.1.4. the Claim was not made in good faith; or

4.1.5. an offer to remedy the Contracting Home Owner's grounds of Claim (including but not limited to additional or remedial works) has been made by the Contracting Service Provider or the Company (whether accepted, declined, rejected or not confirmed by the Contracting Home Owner).

- 4.2. The Payout shall not include third party costs, such as the costs of engaging another Home Professional or any other individual or entity to effect additional or remedial works.

- 4.3. The Payout shall be capped at the Maximum Assured Sum, or half the value of the Contract, whichever is lower.

- 4.4. The Company shall in any calendar year make a maximum of four (4) Payouts to the Contracting Home Owner, with the Payout(s) made to the Contracting Home Owner being not more than S\$100,000.00 in aggregate (including any amounts that may be set-off by the Company under Clause 4.5).

- 4.5. The Company reserves the right to set off any debts or liabilities that may be owed by that Contracting Home Owner to the Contracting Service Provider from the Payout.

- 4.6. The Company shall not pay any interest on any Payout to be made.
- 4.7. None of the rights, powers or obligations under these Terms shall be capable of being assigned, delegated or transferred in whole or in part by the Contracting Home Owner. Any such assignment, delegation or transfer, whether in whole or in part, shall be null and void.
- 4.8. The Contracting Home Owner shall notify the Company in writing of any and all litigation, arbitration, administrative proceedings, claims or disputes instituted against the Contracting Home Owner within nine (9) months from the date of the Contract.

## **5. SUBROGATION**

- 5.1. If a Payout is made to the Contracting Home Owner, the Company shall be subrogated to the extent of such payment to all rights of the Contracting Home Owner and be entitled to exercise the Contracting Home Owner's rights in respect of the Contracting Service Provider, under the Contract.

## **6. RECOVERY OF PAYOUT IF MADE IN ERROR OR EXCESS**

- 6.1. Without prejudice to any other remedy, in the event any amount paid in error or excess to a Contracting Home Owner shall be recoverable as a debt due to the Company by that Contracting Home Owner, the Company may within fifteen (15) days (or such other period as the Company may specify) of the Company notifying that Contracting Home Owner of such error or excess, recover the amount paid in error or excess from the Contracting Home Owner.

## **7. ACKNOWLEDGEMENTS**

- 7.1. The Contracting Home Owner hereby acknowledges and agrees that:
  - 7.1.1. These Terms constitute a guarantee made by the Company and is not intended to constitute an offer to insure, does not constitute insurance, and does not take the place of insurance obtained or obtainable by him.
  - 7.1.2. He will at all times exercise good faith in his dealings with the Company, including but not limited to first seeking to mitigate or recoup his losses under the Contract from the Contracting Service Provider, prior to submitting a Claim to the Company under these Terms.
  - 7.1.3. The Company and its insurer reserves the right to make independent investigations with respect to any Claim submitted.
  - 7.1.4. Upon the submission of a Claim, the Contracting Home Owner shall permit the Company to access all communication made between him and the Contracting Service Provider through the Website, Mobile App, any other platform on which the Referral Services are provided, or any other form of communication.

## **8. GENERAL PROVISIONS**

- 8.1. The illegality, invalidity or unenforceability of any of the Terms herein under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 8.2. No failure on the part of any Party to exercise and no delay on the part of any Party in exercising

any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under these Terms preclude any other or further exercise of it.

- 8.3. Nothing in these Terms will create, or be deemed to create, a partnership between any of the Parties.
- 8.4. The Company may terminate or modify these Terms at its absolute discretion. Any termination or modification to these Terms will take effect from the date the notice of termination or the date the amended terms are posted on the Website or the Mobile App.
- 8.5. Save as expressly stated in these Terms, a person who is not party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce or benefit from any term of these Terms.
- 8.6. Singapore law will govern these Terms and its interpretation.
- 8.7. The Company and the Contracting Home Owner hereby submit to the exclusive jurisdiction of the courts of Singapore.

**APPENDIX A**

**CLAIM FORM**

To : **JAS Innovation Private Ltd. (Company Registration No. 201933651C)**

2 Venture Drive  
#14-02, Vision Exchange  
Singapore 608526

From : **[Name of Contracting Home Owner]**

We refer to the Guarantee Terms & Conditions made by JAS Innovation Private Ltd. in my favour. Capitalised terms used in this Claim Form shall have the meanings given to them in the said Guarantee Terms & Conditions.

**A. Contracting Home Owner's details**

Full name	:	
Identification number	:	
Address	:	
Email address	:	
Local contact number	:	

**B. Contracting Service Provider's details**

Full name	:	
Identification number / company registration number (individual / entity)	:	
Address	:	
Email address	:	
Local contact number	:	
Date of bankruptcy declaration / winding up (individual / entity)	:	



**C. Contracting Home Owner's bank account details**

Full name of beneficiary	:	
Name of bank	:	
Address of bank	:	
Bank SWIFT code	:	
Bank account number	:	

**D. Supporting documents for the Claim**

Please tick and confirm that the following documentation has been appended before submitting this Claim Form:

All documentation (including but not limited to correspondence between the Contracting Home Owner and the Contracting Service Provider) evidencing that the Contract was entered into as a result of the use of the Company's Referral Services by both of the Contracting Home Owner and the Contracting Service Provider	
All documentation (including but not limited to photographic evidence, if applicable) for the grounds of the Claim	

*The Company reserves the right to request for additional supporting documents or evidence to verify the details of the Claim. The Contracting Home Owner's failure to provide such documents will result in the Claim being rejected.*

**E. Conditions for Payout**

Please tick and confirm that **all** of the following conditions have been met before submitting this Claim Form:

I confirm that I have submitted to the Company the Contract duly executed by the Contracting Service Provider and me, within seven (7) days from the date of such execution of the Contract	
I confirm that I have not been refunded (in full or in part) for work or services that have yet to be completed under the Contract	
I confirm that the Contract was not terminated by me; my substantial inducement; or by mutual agreement between me and the Contracting Service Provider	
I confirm that I am not in breach of the Contract	
I confirm that I have not received an offer by the Contracting Service Provider or the Company to remedy my grounds of Claim	
I confirm that I have notified the Company in writing of all litigation, arbitration, administrative proceedings, claims or disputes instituted against me within nine (9) months from the date of the Contract, if any	

*In the event that a Claim is rejected, the Company shall not be obliged to provide exhaustive reasons for its decision of rejection. The decision of the Company will (in the absence of manifest error) be final.*

Date of submission of Claim Form:

\_\_\_\_\_  
*Please sign and indicate your full name*

**Contracting Home Owner**

Name:

\_\_\_\_\_  
*Please include date*