

Adventure Training Systems (Asia-Pacific) Pte Ltd v Signature Lifestyle Pte Ltd (Adventure Training Systems Pty Ltd, Third Party)
[2003] SGHC 135

Case Number : Suit 880/2000

Decision Date : 23 June 2003

Tribunal/Court : High Court

Coram : Lai Kew Chai J

Counsel Name(s) : Raymond Lam Ping Fong (Raymond Lam & Lim Partnership) for the plaintiffs; Peter Wong (William Lai & Alan Wong) for the defendants; Wan Fairuz (William Lai & Alan Wong) for the defendants; Conrad Campos (Conrad Campos Partnership) for the third party; Linda Ho (Conrad Campos Partnership) for the third party

Parties : Adventure Training Systems (Asia-Pacific) Pte Ltd — Signature Lifestyle Pte Ltd — Adventure Training Systems Pty Ltd

Building and Construction Law – Contractors’ duties – Completion of work – Duties as to materials and workmanship – Whether the contractors had breached the implied terms of the contract to supply equipment of a satisfactory quality and to carry out work with reasonable care and skill.

1 This judgment has to be read with the judgment delivered in Suit No 1368 of 2001. The claim of the plaintiffs (“the Contractors”) is for the balance price for work done and materials supplied under a written agreement dated 28 July 1999 (“the agreement”) entered into between the Contractors and the defendants (“the Managers”) in connection with the design, supply and installation of an Adventure Training Facility on Ubin Island, Singapore. The background has been recited in the other judgment and the relevant parts of that judgment are incorporated by reference into this judgment. The Contractors’ claim is for the sum of \$250,361.00.

2 The Managers’ defence is that by reason of the breaches of the terms of the agreement and/or repudiation of the agreement by the Contractors, the Managers are not entitled to the balance of the price claimed. In the alternative, the Managers claim as a defence, a set-off and counterclaim of such sums as they may be awarded as damages due to the plaintiffs’ breach of contract.

3 Under the agreement, the Contractors agreed to build facilities for a number of outdoor, adventure activities such as Low and High Level Team Building Activities, Individual Challenge Course, Team Challenge Pyramid with 200m Flying Fox and Extreme Sports Tower. The Contractors were due to complete the works by 31 March 2000. There was a delay, but the delay is no longer an issue. The Safety inspection was conducted on 4 August 2000 and the Safety Inspection Report was issued the following day.

4 The Managers contend that for the agreement to work, there must be implied the following terms, inter alia, that the equipment and components supplied should be of a satisfactory quality, that the equipment and components should be reasonably fit for the particular purposes for which they were acquired and that the Contractors would carry out the work with reasonable care and skill.

5 The Managers in their counterclaim assert that several items were “faulty, defective, unsafe and not fit for use”. They allege that the rivets securing plywood to Extreme Sports Tower are rusty, the top of the intermediate and climbing walls were not covered by platforms, there were rust corrosion problems on shackles, cable clamps and bolts of the Team Challenge Pyramid, rusty cable clamps, butts, washers and bolts on the Ropes Course and there were defective equipment, namely, rusty steel karabiners, rusty rivets on climbing helmets, damaged buckles for the leg loop retains and zip pulleys. It was also alleged that the 3 climbing walls of the Extreme Sports Tower were erected

without climbing surfaces for the left and right flanks.

6 The evidence led showed that the Contractors were contractually liable to provide 3 climbing walls, using climbing materials. It was noted on the contractual document thus: "Actual number of panels are 3m not as shown in the pictorial. This is for 3 sides. The agreement has a pictorial representation of the climbing walls. They were to provide, which they did, one beginners' wall, one intermediate wall and one advance wall using climbing materials. The climbing materials were in panels, each may be 1m x 1m or 1.5m x 1.5m. The sides flanking these climbing were not to be covered. Some disputes arose between the parties and in a gesture of give and take the Contractors did provide and install at the request of the Managers timber strips for the left and right flanks of each climbing wall, although those timber strips would prevent the walls from being adjustable.

7 I refer to the complaints that there was rust on metal parts such as rivets, shackles, cable clamps and bolts of Team Challenge Pyramid, steel karabiners, rusty rivets on steel helmets which, according to the Managers, render the items defective. It was quite obvious that the items in question rust because there is in Ubin Island salt in the air and that corrodes the equipment, despite maintenance. It is not sustainable to contend that because there was rust the items were defective. They just have to be kept rust free by such regular maintenance as would be necessary to keep rust at bay. In any case, on 7 February 2001 the Contractors wrote to the Managers confirming that all rusts complaints had been attended to.

8 I now turn to the allegation that buckles for leg loop retainers and zip pulleys were damaged. In fact, they were delivered in good condition. The buckles for leg loop retainers were supplied and delivered and complaints were made 6 months later after demands for payment were made. As for the zip pulleys they were damaged by the Managers' own employees.

9 The items were all delivered in mid April 2000. The Managers confirmed that they received them in good order and condition. It was too late and it was no longer open to the Managers to assert otherwise.

10 Accordingly, there will be judgment for the Contractors in the sum of \$250,361.00 and costs and the Managers' counterclaims are dismissed with costs.

Plaintiffs' claim is allowed with costs.

Defendants' counterclaim is dismissed with costs.