

Contractor Oversight Checklist: 5 Steps to Keep Your Contracts Enforceable

A practical guide for businesses that engage outside service providers, drawn from Trinity Advance Sdn Bhd v Indah Water Konsortium Sdn Bhd.

1. **Define material breaches — and know when you can terminate immediately**

Not every breach gives you the right to walk away. In the Trinity Advance case, Clause 10.2(a) allowed termination without a 14-day rectification period because the breaches went to the heart of the contract. Review your contracts now: identify which breaches are “material” and make sure your right to terminate immediately is clearly written. A generic termination clause won’t protect you when it matters.

2. **Demand original, verifiable work records — and scrutinise what you receive**

Trinity Advance submitted letters of demand and photographs from 2020 and 2021 as proof of work done in 2022. The court found this fatally undermined its credibility. As the party outsourcing the work, you have the right — and the responsibility — to insist on original, dated, and verifiable evidence of performance. Check for repetition, check metadata, and don’t accept documents at face value.

3. **Maintain your own independent records — don’t rely solely on the contractor**

The contractor’s failure to provide accurate arrears figures and proof of service was central to the court’s finding. You should keep your own logs, copies of correspondence, and performance data so you can verify — or challenge — what your contractor reports. If a dispute ends up in court, your own records will be your strongest shield.

4. **Secure the testimony of the people who actually did the work**

The court drew an adverse inference against Trinity Advance because it failed to call its key operational manager — the one person with direct knowledge. If a contract goes wrong, the person who supervised the contractor or managed the relationship on your side must be available to testify. Identify that person now and ensure your internal processes don't create a single-point-of-failure.

5. **Document post-termination conduct — silence can be treated as acceptance**

Trinity Advance returned Indah Water's property (receipt books, ID badges, authorisation letters) and accepted a refund of its RM100,000 security deposit without objection. The court treated these acts as evidence that the termination was accepted. After you end a contract, document every step: what was returned, what was refunded, and what was said — or not said — by the other side. Silence can speak loudly in court.

Need help strengthening your internal protocols?

We'd be glad to talk.

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