



TERMS AND CONDITIONS FOR PERFORMING ARTS VENUES

The following Terms and Conditions for Performing Arts Venues shall apply to all applications and agreements for licensing of any of the Concert Hall, Drama Theatre, Studio Theatre or Gallery in the Singapore Arts School Ltd ("**Licensor**").

1. Application

- 1.1. If the Licensee wishes to license any performing arts venue from the Licensor, the Licensee shall submit an application for use of the venue to the Licensor. The Licensor may, at its sole discretion, grant or refuse any application made without providing any reason for such grant or refusal. Applications made are subject to availability and may not be confirmed on a first-come-first-serve basis.
- 1.2. All applications will be processed for approval which may take up to fourteen (14) days. Upon the application being approved, the Licensor will issue a letter of offer (the "**Letter of Offer**") setting out the principal terms and conditions of the license for the Licensed Area and the Venue Hire Fee and other service and equipment fees.
- 1.3. The Licensee may accept the Licensor's offer by sending to the Licensor, no later than fourteen (14) days from the date of the Letter of Offer, the duly signed Letter of Acceptance together with the Downpayment, failing which the Letter of Offer shall lapse.
- 1.4. There shall be no other mode of acceptance apart from that set out in clause 1.3. In particular, the submission of an application form to the Licensor together with any payment shall not constitute acceptance by the Licensor.
- 1.5. Upon the Licensee sending the signed Letter of Acceptance to the Licensor together with the Downpayment in accordance with clause 1.3, the Letter of Offer together with these Terms and Conditions for Performance Arts Venues shall form a binding agreement between the Licensor and the Licensee (the "**Agreement**").

2. Permitted Use

- 2.1. The Licensee shall use the Licensed Area for the purpose for which is permitted under the Letter of Offer (the "**Permitted Use**"). The Licensee shall not use the Licensed Area for any other purpose without the prior written consent of the Licensor.
- 2.2. The Licensor gives no warranty that any necessary consents have been obtained for the Permitted Use, or that the Licensed Area is fit or suitable for the Permitted Use.
- 2.3. Notwithstanding anything in this Agreement, the Licensee acknowledges that:
 - (a) it shall occupy the Licensed Area as a licensee only and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Agreement; and
 - (b) the Licensor retains control, possession and management of the Licensed Area and the Licensee has no right to exclude the Licensor from the Licensed Area.

3. Payment of Fees

- 3.1. The Licensee agrees to pay the agreed Venue Hire Fee and other service fees payable to the Licensor within fourteen (14) days from the issuance of the relevant invoices by the Licensor in the manner set out in the Letter of Offer.

4. Services

- 4.1. The license of the Licensed Area shall be inclusive of the services and/or equipment agreed to be provided as stated in the Letter of Offer (if any) (the "**Services**").
- 4.2. The Licensee may request for the provision of any services or equipment other than the Services, but all such services and equipment shall be at an additional cost at such rates as the Licensor may determine from time to time.

5. Cancellation of the Agreement by Licensee

- 5.1. If the Licensee wishes to cancel its license under this Agreement, the Licensee must notify the Licensor in writing of the cancellation.
- 5.2. The Licensee agrees that upon cancellation by the Licensee, the Licensee shall be liable to the Licensor for the following amounts:
 - (a) 20% of the Venue Hire Fee where cancellation notice is provided at least 180 days prior to the start of the License Period;
 - (b) 50% of the Venue Hire Fee where cancellation notice is provided at least less than 180 days but more than 90 days prior to the start of the License Period; and
 - (c) 100% of the Venue Hire Fee where cancellation notice is provided less than 90 days prior to the start of the License Period.
- 5.3. The Licensee shall pay all sums owing by it under clause 5.2 to the Licensor within 5 days of the date of its cancellation notice or within 5 days of the date of a written notice provided by the Licensor, whichever is earlier.



- 5.4. The Licensor may set off the amount of any Downpayment against the Licensee's liabilities under clause 5.2.
- 6. Cancellation of the Agreement by the Licensor**
- 6.1. The Licensor reserves the right to postpone and/or to cancel any performance during the License Period if any such performance:
- (a) falls on the same date as any National and/or State Event;
 - (b) is rated R18 or M18 and above; or
 - (c) is deemed offensive, immoral or in any way inappropriate at the Licensor's sole discretion.
- 6.2. The Licensor shall not be liable for any refund, loss or damage suffered by the Licensee arising from such postponement and/or cancellation.
- 7. Interest on Arrears**
- 7.1. If the whole or any part of the Venue Hire Fee or other monies due from the Licensee to the Licensor remain unpaid seven (7) days after they have become due (whether formally demanded or not), the Licensee shall pay interest at the rate of 6.5% per annum on such outstanding sums, as from the date they become due until they are paid to the Licensor and such interest shall be recoverable from the Licensee as if it were part of the Venue Hire Fee in arrears. Nothing in this Clause shall, in any way, prejudice, affect or derogate from the other rights and remedies of the Licensor in relation to such non-payment.
- 8. Application of Downpayment**
- 8.1. If the Licensee shall at any time fail to observe or perform any of the terms, conditions, stipulations and obligations in the Agreement, the Licensor may, at its option, appropriate and apply all or any part of the Downpayment to compensate the Licensor for such costs, expenses, losses or damages incurred by the Licensor or provide for any contingent liabilities incurred by the Licensor due to the breach of any of the terms, conditions, stipulations and obligations on the part of the Licensee.
- 8.2. Any appropriation or application by the Licensor of the Downpayment under this clause 8 shall not be deemed a waiver by the Licensor of any non-observance or non-performance on the part of the Licensee and shall not preclude the Licensor from exercising any of its other rights and remedies under the Agreement.
- 8.3. In the event that the Licensor appropriates or applies the Downpayment under this clause 8 during the License Period, the Licensee shall immediately pay to the Licensor a sufficient amount to restore the Downpayment to its original amount.
- 9. Rehearsals**
- 9.1. Any rehearsal held at the Licensed Area with more than 10 persons in attendance at audience seating shall be classified as a performance and shall require the provision of the Services and any other service requested by the Licensee for the performance. All such performances shall be chargeable in accordance with the rates as determined by the Licensor.
- 10. Seating and Tickets**
- 10.1. The Licensee shall submit to the Licensor the proposed seating plan indicating the ticket prices at least fourteen (14) days prior to the start of ticket sales for the Licensor's written approval. The Licensor shall have the right to instruct the Licensee and its ticketing agents to discontinue all ticket sales until the proposed seating plan has been approved by the Licensor. The Licensor reserves the right to amend the seating plan as it sees fit.
- 10.2. Any amendment or modification made to the seating plan or the ticket prices indicated shall require the Licensor's prior written approval.
- 10.3. The Licensee shall be responsible for the printing of the tickets and shall ensure that the following conditions are printed on the tickets:
- (a) Tickets are non-refundable and non-exchangeable;
 - (b) Admission is by ticket only, regardless of age;
 - (c) All late arrivals shall only be admitted into the Licensed Area at appropriate intervals advised by front-of-house;
 - (d) There shall be no admission for infants in arms;
 - (e) No photography, audio or video recording is allowed unless otherwise stated by Licensee;
 - (f) No food and beverages (including alcohol) are allowed in the Licensed Area;
 - (g) No flowers are permitted in the Licensed Area;
 - (h) Any complaints regarding the event will be directed to and dealt with by the Licensee; and
 - (i) The Licensor reserves the right, without refund or compensation, to refuse admission to or evict any person(s) whose conduct is disorderly or inappropriate.
- 10.4. The Licensee shall submit to the Licensor the design of the ticket for the Licensor's written approval fourteen (14) days prior to start of ticket sales.
- 10.5. Where the Licensee sells or distributes any ticket, the Licensee shall and shall ensure its ticketing agents maintain detailed records of all transactions. Such information may be used to verify customer claims for any misplaced or lost tickets.



- 10.6. The Licensee shall ensure that 6 seats in Concert Hall, 4 seats in the Drama Theatre and 2 seats in the Studio Theatre as indicated in the Seating Plan are reserved for the Licensor's use at no charge. Should the Licensor not require the seats, the Licensor shall inform the Licensee of the same at least 1 day prior to the performance.
- 10.7. The Licensee shall submit to the Licensor or shall authorize its ticketing agents to submit to the Licensor, a report of the ticket sales at least seven (7) days prior to the start of the License Period. If required, the Licensor shall have the right to directly liaise with any and all authorised ticket agents.
- 10.8. A statement of account shall be submitted within seven (7) days from the end of the License Period for the finalization of the Venue Hire Fee and other service and equipment fees (the "Fees"). Should the Licensee fail to submit a statement of accounts within seven (7) days, the Licensor may reserve the right to finalize the Fees payable based on gross takings of full house attendance.
- 10.9. The Licensee shall not appoint any ticketing agent without prior written approval by the Licensor.
- 10.10. The Licensee may issue complimentary tickets in accordance with this clause. Where there is only one performance, the number of complimentary tickets which may be issued shall be limited to 10% of the total seating capacity for that performance. Where there is more than one performance, the number of complimentary tickets which may be issued for each performance shall be limited to 5% of the total seating capacity for each performance. Any complimentary tickets issued in excess of the above limits shall be computed at face value as gross ticket sales.
- 11. House Opening**
- 11.1. The Licensed Area shall be opened for seating no later than 30 minutes prior to the scheduled commencement of the performance. Upon the commencement of the performance, all latecomers shall only be admitted during appropriate breaks, agreed in advance between the Licensee and the Licensor. Each of these breaks shall be no less than 30 seconds. The Licensor reserves the right to decide on the final implementation of this clause.
- 12. Advertising and Promotion**
- 12.1. All advertising and/or promotional materials for the performances must be submitted to the Licensor for review and approval fourteen (14) days prior to their release. No advertising or promotional material shall be permitted on the Site without the prior written consent from the Licensor. The Licensor shall have the right to carry out its own advertising and promotional activities at any time.
- 12.2. The Licensee shall not use the copyright and such other intellectual property including the name, trademark(s) or logos of the Licensor without the prior written consent of the Licensor. In the event of any use of the Licensor's copyright or other intellectual property without the prior written consent of the Licensor, the Licensor reserves the right to take action against the Licensee.
- 13. Audio/Video Recording**
- 13.1. Recordings for non-commercial personal purposes, including non-flash video and photography and audio are permitted. The Licensee shall strictly control and be responsible for all such recordings, taking into consideration the need to avoid distracting and disturbing the audience.
- 13.2. The Licensee shall not make any audio and/or video recording for commercial purposes unless the Licensee has submitted a written request to the Licensor and the Licensor has approved the same in writing. The request shall set out the time and date of the recording and such other information as may be required by the Licensor.
- 13.3. The Licensee will be required to enter into a separate agreement with the Licensor in relation to all recordings.
- 14. Sale of Merchandise or Food & Beverage**
- 14.1. The Licensee shall not sell or permit to be sold any merchandise (including programme booklets) or food and beverages (including alcoholic beverages) in the Licensed Area or the Site unless prior written consent has been obtained from the Licensor at least fourteen (14) days before the start of the License Period. Any such merchandise or food and beverage sales and the cost of carrying out such sales shall be managed and borne entirely by the Licensee unless otherwise agreed in writing by the Licensor.
- 14.2. The Licensee shall ensure that no food and beverages are brought into the Licensed Area.
- 15. Reinstatement of Licensed Area**
- 15.1. At the expiry or earlier determination of the License Period:
- (a) The Licensee shall forthwith vacate the Licensed Area and surrender to the Licensor all keys giving access to all parts of the Licensed Area irrespective of whether or not the same have been supplied by the Licensor;
- (b) The Licensee shall reinstate the Licensed Area to the state and condition it was in at the start of the License Period and make good to the satisfaction of the Licensor all damage to the Licensed Area caused by the Licensee or resulting from the removal of the Licensee's belongings, fixtures and fittings; and
- (c) If the Licensee fails to reinstate or make good any damage to the Licensed Area in accordance with the provisions of this clause, the Licensor may effect the same at the Licensee's cost and expense and the time taken by the Licensor to give effect to these reinstatement works, if it exceeds the License Period, shall constitute a holding over by the Licensee of the license constituted



under the Agreement for which the Licensee shall be liable to pay to the Licensor, and the Licensor shall be entitled to receive, such holding-over license fee during the period of holding over as the Licensor may determine, provided that the Licensor shall carry out the reinstatement or damage works within a reasonable time and all costs and expenses incurred by the Licensor together with any holding-over license fee, shall be paid by the Licensee within seven (7) days of the written demand from the Licensor, failing which, the Licensee shall be liable to pay interest on the sum due from the date it becomes due until the date when it is paid, and in this connection, a certificate of the Licensor as to the amount of costs, expenses and holding-over license fee incurred shall be conclusive and binding on the Licensee.

16. Approvals for Permitted Use

- 16.1. The Licensee shall (at its own costs and expenses) be responsible for obtaining and keeping in force all necessary approvals, consents, licences and permits from the relevant authorities necessary for carrying out the Permitted Use at the Licensed Area and for ensuring that the terms and conditions of the same are strictly adhered to. The Licensee shall ensure that the Licensor receives a copy of the relevant approvals, consents, licences and permits no later than fourteen (14) days prior to the start of the License Period. Please note that shows rated R18/M18 and above will not be able to be presented within the Licensed Area and the Site.
- 16.2. The Licensee shall (at its own costs and expenses) be responsible for obtaining and keeping in force all prior permission required from all copyright and other intellectual property right owners necessary for carrying out the Permitted Use at the Licensed Area and for ensuring that the terms and conditions of the same are strictly adhered to. The Licensee shall ensure that the Licensor receives a copy of the relevant permissions no later than fourteen (14) days prior to the start of the License Period.
- 16.3. The Licensee shall ensure that the Permitted Use shall in no way breach, violate or infringe any applicable law, regulations or rules. The Licensee warrants and undertakes that the material contained within the performance shall not in whole or in part be construed to be inappropriate, unlawful or objectionable and shall not include material that is defamatory, threatening, offensive, harassing, immoral, indecent, obscene, vulgar, racist or criminal.
- 16.4. The Licensee shall fully indemnify the Licensor against any and all consequences, proceedings, costs, expenses and losses arising from the Licensee's default in complying with the provisions of this clause.

17. Licensee's Positive Covenants and Undertakings

17.1 The Licensee covenants and undertakes:

- (a) to keep and maintain the Licensed Area in good repair and condition (fair wear and tear excepted). Without in any way limiting the foregoing, any damage caused by the Licensee moving any property about or in or out of the Licensed Area and the School of the Arts, Singapore located at 1 Zubir Said Drive (the "Site") shall be repaired, restored, remedied or replaced promptly at the costs and expenses of the Licensee to the satisfaction of the Licensor by contractors and workmen employed or approved by the Licensor, failing which the Licensee shall reimburse the Licensor for all reasonable costs and expenses incurred for the reinstatement of the Licensed Area or the Site;
- (b) to comply in all respects with all statutes, notices and regulations for the time being in force relating to the use of the Licensed Area or the use of any machinery or plant being used on the Licensed Area and to indemnify the Licensor against any breach in respect of such statutes, notices and regulations;
- (c) to ensure that the passageways, corridors or other areas surrounding and leading to and from the Licensed Area are not in any manner howsoever obstructed, and that fire safety guidelines are strictly adhered to;
- (d) to only affix, erect, paint or otherwise exhibit or permit, upon any part of the Site and/or the Licensed Area, any advertisement, signs or other forms of publicity with the prior written consent of the Licensor;
- (e) to keep the interior finishes of walls, ceilings and floors and the fixtures and fittings therein including mechanical and electrical installations, all pipes, wires, drains and other conducting media solely servicing the Licensed and every part thereof and all additions thereto clean and in good and tenantable repair (fair wear and tear excepted) and to replace or repair any part of the interior finishes of the walls, ceilings and floors of the Licensed Area and the fixtures and fittings therein which shall be damaged or broken;
- (f) to comply and ensure compliance by any employees, agents or invitees of the Licensee with any requirements of the Licensor in respect of security or the general operation and maintenance of the Site and/or the Licensed Area (as the case may be);
- (g) to comply with all directions given by any competent authority, including any member of the local authorities or any person holding a like appointment in any way relating to the conduct of the Licensed Area, and to comply with all the rules, regulations and directions with regard to fire and safety precautions and other emergencies;
- (h) to at its own costs and expenses during the License Period strictly adhere to and comply with any security measures or fire safety regulations which may from time to time be prescribed by the Licensor or any relevant competent authority;
- (i) to keep the Licensed Area in clean and hygienic condition; and



- (j) to ensure that all its employees, staff and representatives shall clearly display their identification tags issued by the Licensor at all times.

18. Licensee's Negative Covenants and Undertakings

18.1. The Licensee further covenants and undertakes that it shall not, and shall procure that its employees, agents or invitees shall not:

- (a) throw, place or allow to fall or cause or permit to be thrown or place in the Licensed Area or the Site, sweepings, rubbish, waste or unsuitable substances and the Licensee shall on demand pay to the Licensor the costs of rectifying the damage resulting from the misuse of such facilities by the Licensee and its employees and agents and all persons duly authorized by it;
- (b) keep in or bring to the Licensed Area, any plants, reptiles, animals or birds without the prior written consent of the Licensor;
- (c) use the Licensed Area or permit the Licensed Area to be used:
- (i) in any noisy, noxious, immoral or offensive manner;
 - (ii) for any performance that is (or which includes material that is) inappropriate, unlawful, objectionable, defamatory, threatening, offensive, harassing, immoral, indecent, obscene, vulgar, racist or criminal;
 - (iii) for sale of any goods or wholesaling or merchandising;
 - (iv) for office, clerical or storage purposes;
 - (v) for any gambling or betting purposes;
 - (vi) for any illegal, prohibited or immoral purposes;
 - (vii) for the storage, sale, distribution or use of obnoxious goods or dangerous or illegal drugs;
 - (viii) for the storage, sale, distribution or use of any alcoholic or tobacco products;
 - (ix) for any religious activities or shows rated R18/M18 and above;
 - (x) for any sale by auction;
 - (xi) for sleeping or as a dwelling place; or
 - (xii) in any way or for any purpose which may be or may become a nuisance, disturbance, inconvenience to or cause of damage to the Licensor, the Licensed Area and/or the Site;
- (d) make any disturbing or irritating noise which shall cause or may be likely to cause noise or vibration in the Licensed Area and/or the Site;
- (e) do or permit or suffer to be done anything which may injure the reputation of the Site and/or the Licensor;
- (f) do or permit or suffer to be done anything whereby the insurance of the Site or the Licensed Area may be become void or voidable or which might be prejudicial in any way to any claim that may be made under such insurance;
- (g) do or permit or suffer to be done anything which may be or become a nuisance or inconvenience to the Licensor or other occupiers of adjoining or neighbouring areas to the Site or the Licensed Area;
- (h) use or permit to be used or brought on to the Licensed Area any combustible or hazardous substances;
- (i) use or permit to be used any heating or cooking devices or any other devices or machines which may interfere with the efficient running of the air-conditioning systems within the Licensed Area and the Site;
- (j) without the prior written consent of the Licensor install or use its own air-conditioning or cooling units or other methods of cooling;
- (k) without the prior written consent of the Licensor attach or plug any electrical apparatus or fittings of any kind to the existing electrical switchgears or fittings. If such electrical apparatus or fittings is required, the Licensee shall comply with the relevant authorities' and the Licensor's requirements in relation to the certification and installation at the Licensee's expense;
- (l) without the prior consent in writing of the Licensor, erect or place upon, inside or outside the Licensed Area, any radio or television aerial or antenna or any loudspeakers, screens or similar devices or equipment and not without the Licensor's prior written consent use or permit to be used any radio programme, television or other like media or equipment likely to be heard or seen from outside the Licensed Area, provided however that any consent so given as aforesaid may at any time be withdrawn where the Licensor so determines having regard to the interests of the Licensor and the Site as a whole and/or the rights or interest of other hirers, licensees, tenants, occupiers or persons lawfully therein;
- (m) by itself or by its employees or agents solicit business, distribute pamphlets or other advertising materials or display advertising materials in the common areas of the Site or in the public walkway outside the Site;
- (n) use the copyright or such other intellectual property, performing right or other protected right of any third party without the express written consent of the right holder;
- (o) use the copyright and such other intellectual property including the name, trademark(s) or logos of the Licensor without the express written consent of the Licensor;



- (p) permit trade vehicles while being used for the delivery and pick up of merchandise to or from the Licensed Area to be driven, parked or stopped at any place or time within the Site except within the loading bay of the Site and at such other place or places and at such times or times as the Licensor may specifically allow. The Licensee shall prohibit its employees, service suppliers and others over whom it may have control from parking delivery vehicles during loading or unloading in any place other than the permitted areas, and from obstructing in any manner howsoever the entrances, exits and driveways and pedestrian footways in or to the Site and common areas;
- (q) permit, cause or do or suffer to be done any act or thing which may constitute or cause a breach by the Licensor of any of the terms, covenants, conditions or stipulations on the part of the Licensor to be performed or observed;
- (r) without the prior written consent of the Licensor, make any alteration or addition to the structure, fittings, facilities or equipment of the Licensed Area. Where such alteration or addition has been made, the Licensee shall upon the termination or expiry of the License Period, at its own cost and expense, immediately remove such alteration or addition and reinstate such structure, fittings, facilities or equipments to its original state;
- (s) place any screws, nails or any other devices likely to deface the walls, floors or ceiling of the Licensed Area;
- (t) bring into the Licensed Area any scenery, draperies or cloth to be used in connection with any performance unless the same have been fireproofed to the satisfaction of the Licensor and in accordance with applicable law;
- (u) allow any naked flame or fire, smoking or striking of matches or gas lighters in any part of the Site except when they are necessary for the performance, in which case, the prior written approval of the Licensor is required. Where smoke isolation is required, the Licensee shall give at least fourteen (14) days' prior written notice to the Licensor. The responsibility for procuring the smoke isolation shall lie with the Licensee and all costs, expenses and losses arising out of or in connection with the smoke isolation shall be borne by the Licensee;
- (v) move any heavy machinery, bulky matter or fixtures about or in and out of the Licensed Area without first obtaining the Licensor's written consent. In the event that any such movement (whether with or without the Licensor's consent) shall cause injury or damage to person or property the Licensee shall hold the Licensor indemnified against all claims in respect thereof and shall compensate the Licensor for any sums paid by the Licensor in connection with claims arising from such injury or damage and shall pay for all costs incurred in repairing any damage caused to the Site or its appurtenances; and
- (w) unless otherwise required by the relevant authorities or authorised by judicial process, disclose to any third party the contents of the Agreement or any other information relating to the license granted herein; or
- (x) sub-license or purport to transfer, assign, mortgage, charge or otherwise deal with all or any part of the Licensed Area.

18.2 Any breach of this clause by the Licensee shall entitle the Licensor to terminate this Agreement with immediate effect by notice in writing.

19. Licensor's Rights

19.1 The Licensor shall have the discretion to refuse any person entry to the Licensed Area and/or the Site for any reason. The Licensor shall not be liable for any loss, damage, costs, charges or expenses suffered and/or incurred as a result.

19.2 Any entry to the Licensed Area prior to the License Period shall be with the prior written consent of the Licensor only. As such, the Licensee shall make prior arrangements with the Licensor for the entry of its authorised personnel to the Licensed Area to prepare for the performances prior to the License Period.

19.3 The Licensor reserves the right to use the Licensed Area for any purpose whatsoever at all times outside of the License Period.

20. SOTA Staff

20.1 The Licensee shall be required to engage the employees, staff or representatives of the Licensor (the "SOTA Staff") for all performance-related activities, including but not limited to technical services, security and front-of-house. The Licensee shall be allocated a designated number of SOTA Staff as set out as agreed with the Licensor prior to the License Period. Should the Licensee require additional SOTA Staff, the Licensee agrees to bear the additional cost of such additional SOTA Staff. The Licensee shall have no authority over the SOTA Staff. Any disagreement between the Licensee with any SOTA Staff shall be referred to the Licensor.

20.2 The Licensee shall not make any gratuity payment of any kind to any SOTA Staff.

20.3 Where the Licensee requires the services of a third party provider, the Licensee may engage such services only with the prior written consent of the Licensor. The Licensor reserves the absolute discretion to refuse to give such consent for any reason whatsoever.



20.4. The Licensee shall be fully responsible for the conduct of any third party service provider and their representatives. The Licensee and its representatives agree to be supervised at all times by an appointed SOTA Staff and adhere to all instructions issued in relation to all health and safety matters.

21. Exclusion of Liability

21.1. Notwithstanding anything contained herein, the Licensor shall not be liable to the Licensee, nor shall the Licensee have any claim against the Licensor, in respect of:

- (a) any failure or inability of or delay by the Licensor in fulfilling any of its obligations herein or any interruption or breakdown in any of the installations or apparatus at the Licensed Area and/or the Site by reason of any damage thereto or destruction thereof or by reason of mechanical or other defect or breakdown, where such failure, inability, delay, interruption or breakdown was due to circumstances beyond the Licensor's control, including fire, flood, act of God, escape of water, riot, civil commotion, curfew, emergency, labour disputes, shortage of manpower, fuel, materials, electricity or water, national grid electrical power outage, water or gas supply disruption, fair wear and tear, effects of the weather, natural attrition or causes and material degradation;
- (b) any act, omission, default, misconduct or negligence of any independent contractor or agent of the Licensor, any of their employees or sub-contractors, or any employee of their sub-contractor, whether in or about the performance or purported performance of any duty or right vested in the Licensor herein or otherwise;
- (c) damage to or loss of any conveyance, goods or property brought onto the Licensed Area by the Licensee or any of its employees or invitees;
- (d) any death, physical injury, damage or loss caused by permitted occupiers or other persons at the Licensed Area (other than employees of the Licensor in the performance or purported performance of any duty or right vested in the Licensor herein); or
- (e) any death caused or physical injury sustained at the Licensed Area where such was not caused by the act, omission, default, misconduct or negligence of the Licensor or of any employee of the Licensor, in the performance or purported performance of any duty or right vested in the Licensor herein.

22. Indemnity to Licensor

22.1. The Licensee shall fully indemnify the Licensor and keep the Licensor fully indemnified in relation to all undertakings required to be given by the Licensor to any authority, which are to be complied with by the Licensee in connection with the Licensor's consent or approval to any matter or thing herein. The Licensee shall, at its own cost, hold and keep the Licensor harmless at all times against any claim, demand, suit, proceeding or action made or brought against Licensor by any third party in relation to any death, injury, damage or loss caused to any person during the License Period or any period of holding-over, resulting from any event occurring on, in or over the Licensed Area, to prevent any judgment from being made or entered, or any damages or costs from being awarded, against the Licensor, and to fully indemnify and keep fully indemnified the Licensor against all damages, costs, expenses and losses which the Licensor may incur despite, or as a result or in the course of, defending any such claim, demand, suit, proceeding or action, together with interest from the date that they were due in a written demand from the Licensor, until the date they are paid to the Licensor.

23. Damage to Site and/or Licensed Area

23.1. The Licensee shall fully indemnify and keep the Licensor fully indemnified against all damages to the Site and/or the Licensed Area, and damages to or losses of the Licensor's property on or in the Licensed Area, caused directly or indirectly by the Licensee's employee, independent contractor, agent or permitted occupier, or any employee or sub-contractor of its independent contractor or agent, or any employee of such sub-contractor, any permitted occupier or any person on, in or about the Site and/or the Licensed Area (not being an employee, independent contractor or agent of the Licensor, or a sub-contractor of such independent contractor or agent, or employee of such sub-contractor), together with interest from the date that they are due in a written demand from the Licensor, until the date they are paid to the Licensor, and without prejudice to the generality of the preceding, in particular, caused directly or indirectly by the use or misuse, waste or abuse of water, gas or electricity, the use or installation of any fault fitting, fixture or apparatus, or the improper or incorrect installation of any fitting, fixture or apparatus.

24. Comprehensive Public Liability Insurance

24.1. The Licensee shall, at all times during the License Period, at its sole costs and expenses, keep in force a comprehensive public liability insurance policy with the Licensor reflected as co-insured in the policy, with an insurance company or companies nominated or approved by the Licensor, against claims for personal injury, death or property damage or loss arising out of all operations in or from the Licensed Area at the minimum value of S\$1,000,000 or such other amounts as may from time to time be specified by the Licensor. The Licensee shall ensure that the Licensor receives a copy of the public liability insurance policy no later than fourteen (14) days prior to the start of the License Period.

25. Notice to the Licensor

25.1. The Licensee shall give immediate notice to the Licensor forthwith of any damage that has occurred to or within the Licensed Area and/or the Site and of any accident to or defects in the electrical wiring or telephone lines connected to the Licensed Area.

26. Rules and Regulations

26.1. The Licensee shall observe and comply with and shall cause its employees, personnel and any other users to observe and comply with such rules and regulations as the Licensor and/or the relevant authorities may from time to time prescribe.



27. Access to Licensor

27.1. The Licensee shall allow the Licensor or any of its representatives at any time to enter the Licensed Area:

- (a) to execute rebuilding works, repairs, alterations, painting, decoration or other works to the Licensed Area or services on them in compliance with the Licensor's obligations and rights herein or to execute repairs, alterations, redecorations or other works to any adjoining areas;
- (b) to execute any other works or repairs to the structure of the Licensed Area or the service systems;
- (c) to construct, lay down, alter or repair any drains, sewers, pipes, conduits or conducting media in or under the Licensed Area;
- (d) to inspect the state and condition of the Licensed Area and their contents; and
- (e) to remove signs or advertising material or other items to which the Licensor shall have reasonable objection.

27.2. The Licensor reserves the right to use any part of the Licensed Area for any other purpose at the same time as the Licensee. The Licensor shall inform the Licensee of any such use and shall endeavour not to disturb the Licensee's use.

28. Re-Entry

28.1. If the Venue Hire Fee or any other fees payable or any part thereof shall at any time be unpaid for twenty-one (21) days after the same has become due (whether any formal or legal demand therefore shall have been made or not) or if any term, condition, stipulation, obligation and agreement on the part of the Licensee herein contained shall not be complied with, performed or observed or if the Licensee being a company shall go into liquidation whether voluntarily (save for the purposes of amalgamation or reconstruction) or compulsorily or shall have any petition filed or notice issued for passing of a resolution for the winding-up of or appointment of a judicial manager for it or a receiver shall be appointed of any of its undertaking, property or assets or the Licensee being an individual shall have any step taken for the making of an interim order in respect of him/her under the Bankruptcy Act or a bankruptcy petition presented or bankruptcy order made against him/her or if the Licensee shall make any arrangement with creditors for liquidation of the Licensee's debts by composition or otherwise or suffer any distress or execution to be levied on the Licensed Area or the contents thereof or if the Licensor has any reason to believe or suspect that the Licensed Area is or may be abandoned then and in any such case, the Licensor may forthwith (or at any time thereafter) re-enter the Licensed Area or any part thereof in the name of the whole whereupon the License Period shall absolutely determine but without prejudice to any rights or remedies which may have then accrued to the Licensor in respect of arrears of the Venue Hire Fee or any other fee payable or other subsisting breach of any terms, conditions, stipulations, obligations and agreements on the part of the Licensee contained in this Term and Conditions for Performance Spaces and/or the Letter of Offer. The Licensor shall not be liable or responsible for any loss of or damage to the Licensee's equipments or other property whatsoever caused by or arising from the Licensor's re-entry of the Licensed Area and its possession thereafter.

29. Vacating of Licensed Area

29.1. The Licensor shall have the right to require that the Licensee, its employees, agents, contractors and/or invitees vacate the Licensed Area and the Site in the event of breach of any terms and conditions of the Agreement. In such circumstances, the Licensee shall not be entitled to any refund of any amounts paid. The refund of the Downpayment shall be at the sole unfettered discretion of the Licensor.

29.2. If the Licensee fails to remove any or all of its property from the Licensed Area upon being required to vacate the Licensed Area or upon the expiry of the License Period, the Licensor will charge additional applicable Venue Hire Fee for up to seven (7) days at a rate determined by the Licensor, after which, the Licensor may, at the sole cost, risk and expense of the Licensee, remove such property.

30. Force Majeure

30.1. The Licensor shall not be liable for any losses, delays or cancellations arising from its failure to perform any of its obligations under the Agreement if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, act of war, terrorism, explosion, haze, epidemic, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, or any other force majeure, fire, flood or any other act of God.

31. Goods and Services Tax

36.1. The Licensee shall pay all goods and services tax and any other levies imposed by law on the supply of any goods or services under the Agreement.

32. Contracts (Rights of Third Parties) Act

32.1. The Agreement does not create any right under the Contracts (Rights of Third Parties) Act Cap. 53B which is enforceable by any person who is not a party hereto.

33. Severability

33.1. If any one or more of the provisions or any part-provision contained herein shall be deemed unlawful, invalid or unenforceable in any respect under any applicable law, the legality, validity and enforceability of the remaining provisions and part-provisions contained herein shall not in any way be affected or impaired.



34. Assignment

- 34.1. This Agreement is strictly non-transferable by the Licensee. The Licensee shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 34.2. The Licensor may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party.

35. Waiver

- 35.1. No failure or delay by the Licensor in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent the further exercise of that or any other right or remedy.

36. Rights and Remedies

- 36.1. The rights and remedies provided under this Agreement to the Licensor are in addition to, and not exclusive of, any rights or remedies provided by law.

37. Governing Law

- 37.1. The Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Singapore and the Parties agree to submit to the exclusive jurisdiction of the Singapore courts.

38. Letter of Offer

- 38.1. All terms defined in the Letter of Offer shall have the same meaning in these Terms and Conditions for Performing Arts Venues.
- 38.2. To the extent there is any conflict or inconsistency between the terms of the Letter of Offer and these Terms and Conditions for Performing Arts Venues, the terms of the Letter of Offer shall prevail.

We hereby agree to the Terms and Conditions for Performing Arts Venues set out above.

Full Name (as per NRIC):
Company:
Designation:
Company Stamp:

| |
|---------------------------|
| Name, Signature and Date: |
|---------------------------|