



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 ("**SOTA**").

1. Application

- 1.1. If the Licensee ("**Hirer**") wishes to license any performing arts venue from SOTA, the Hirer shall submit an application for use of the venue to SOTA ("**Applications**"). Applications made are subject to availability and SOTA's approval in its sole discretion.
- 1.2. Approvals for Applications may take up to 14 days. Upon the Application being approved, SOTA 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 (as defined in the Letter of Offer) and other service and equipment fees.
- 1.3. The Hirer may accept SOTA's offer by sending to SOTA, no later than 14 days from the date of the Letter of Offer, the duly signed Letter of Acceptance together with the initial deposit of the estimated venue hire fee stated in the Letter of Offer ("**Downpayment**"), failing which the Letter of Offer shall lapse.
- 1.4. Upon the Hirer sending the signed Letter of Acceptance to SOTA 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 SOTA and the Hirer (the "**Agreement**").

2. Permitted Use and License

- 2.1. The Hirer shall only use the Licensed Area for the purpose for which it is permitted under the Letter of Offer (the "**Permitted Use**").
- 2.2. The Hirer shall be deemed to have actual and full notice of the state and condition of the Licensed Area as regards access, usability, suitability, fitness for purpose, light, air, repair and in all other respects. The Hirer shall take the Licensed Area "as is where is" from the date it accepts SOTA's offer in accordance with clause 1.3 and shall not be entitled to make any objection or claim any compensation from SOTA for any loss or damage in respect of the foregoing. SOTA does not expressly or impliedly warrant that the Licensed Area or any part thereof will remain suitable or adequate for all or any of the purposes of the Hirer and all warranties (if any) as to the suitability or adequacy of the Licensed Area implied by law are hereby expressly negated.
- 2.3. Notwithstanding anything in this Agreement, the Hirer acknowledges that this Agreement grants a license only and does not grant, nor shall it be construed as granting, any leasehold interest or tenancy in the Licensed Area. SOTA retains control, possession and management of the Licensed Area and the Hirer has no right to exclude SOTA from the Licensed Area. SOTA and its employees, agents, or contractors shall have the right to enter the Licensed Area at all times.

3. Payment of Fees

- 3.1. The Hirer agrees to pay the agreed Venue Hire Fee and other service fees payable to SOTA within 14 days from the date of the invoice issued under the Letter of Offer.

4. Services

- 4.1. In connection with the license under this Agreement, SOTA shall supply the services and/or equipment agreed to be provided as stated in the Letter of Offer (if any) (the "**Services**").
- 4.2. Besides the Services stated in the Letter of Offer (if any), any other services or equipment that the Hirer requests and which SOTA agrees to provide shall be at an additional cost based on SOTA's prevailing rates.

5. Cancellation by Hirer

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

6. Cancellation by SOTA

- 6.1. SOTA reserves the right to postpone or cancel a performance if it coincides with a National or State Event, is rated R18 or M18 and above, or if SOTA at its sole discretion deems the performance offensive, immoral, or inappropriate in any way.
- 6.2. SOTA shall not be liable for any refund, loss or damage suffered by the Hirer arising from such postponement and/or cancellation.

7. Interest on Arrears

- 7.1. If any amount due from the Hirer to SOTA remains unpaid for more than 7 days after its due date, the Hirer shall pay interest on the outstanding sum at the rate of 6.5% per annum. This interest will accrue from the original due date until the date SOTA receives payment in full. The right to charge interest under this clause is without prejudice to and does not affect or derogate from any other rights or remedies available to SOTA.



8. **Application of Downpayment**

- 8.1. If there is any breach of this Agreement by the Hirer, SOTA may, at its sole discretion, apply all or any part of the Downpayment towards any costs, losses, or damages SOTA incurs as a result. The use of the Downpayment shall not constitute a waiver by SOTA of the Hirer's breach, and SOTA shall not be precluded from exercising any of its other rights or remedies under this Agreement or general law. Following any such application of the Downpayment, the Hirer shall, immediately upon demand, pay to SOTA the sum required to restore the Downpayment to its full, original amount.

9. **Rehearsals**

- 9.1. Any rehearsal held at the Licensed Area with more than 10 persons at the audience seating shall be considered a performance for which the Hirer shall require SOTA to provide the Services and any other service requested by the Hirer and agreed to by SOTA. All such performances shall be chargeable in accordance with the rates as determined by SOTA.

10. **Seating and Tickets**

- 10.1. At least 14 days before the commencement of any ticket sale or distribution, and at least 30 days before the start of the License Period, the Hirer must obtain SOTA's written approval for its proposed seating plan, all ticket price tiers, and the design for all physical and electronic tickets. The Hirer shall not make any subsequent amendments to these items without SOTA's prior written approval. No tickets shall be sold or distributed until these approvals are obtained, and SOTA reserves the right to require the Hirer and its agents to discontinue all ticket sales that proceed without or deviate from such approvals, as well as to require reasonable amendments to be made to the seating plan.
- 10.2. All tickets must clearly state that they are non-refundable and non-exchangeable, and that admission is by ticket only regardless of age, with no entry for infants in arms and a policy for latecomers to be admitted only at suitable intervals advised by the front-of-house. The tickets must also state that no photography, video or audio recording is allowed (unless otherwise stated), and that no food, beverages (including alcohol) and flowers are permitted or allowed in the Licensed Area. The ticket must specify that all complaints are to be directed to the Hirer, and that SOTA reserves the right to refuse admission or evict any person for disorderly conduct without refund or compensation. The Hirer is responsible for printing all event tickets and must ensure that all the conditions specified in this clause are printed on the tickets.
- 10.3. The Hirer may not appoint a ticketing agent without SOTA's prior written approval. The Hirer must, and must ensure that any ticketing agent will, maintain detailed records of all ticket transactions. At least 7 days before the License Period begins, the Hirer shall submit a complete report of ticket sales to SOTA. SOTA retains the right to liaise directly with any appointed ticketing agent to verify sales reports and transaction records.
- 10.4. The Hirer shall reserve a specified number of seats for SOTA's complimentary use (6 for the Concert Hall, 4 for the Drama Theatre, 2 for the Studio Theatre), which SOTA may at its sole discretion choose to release with one day's notice to the Hirer. The Hirer may also issue its own complimentary tickets, subject to a limit of 10% of the total seating capacity for a single performance or 5% of the total seating capacity per performance for a multi-show run, with any tickets issued in excess of the above limits computed at face value for the purposes of calculating gross ticket sales.
- 10.5. The Hirer shall submit a statement of account to SOTA within 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"). If the Hirer fails to do so, SOTA reserves the right to finalize the Fees payable based on gross takings of full house attendance.

11. **House Opening**

- 11.1. The Licensed Area shall be opened for seating at least 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 as agreed in advance between the Hirer and SOTA. Each of these breaks shall be no less than 30 seconds. SOTA reserves the right to decide on the final implementation of this clause.

12. **Advertising and Promotion**

- 12.1. The Hirer shall not carry out any advertising or publicity without SOTA's prior written consent. All advertising and/or promotional materials for the performances must be submitted to SOTA for review and approval at least 14 days prior to their release. SOTA shall have the right to carry out its own advertising and promotional activities at any time.
- 12.2. The Hirer is not permitted to use the copyright and such other intellectual property including the name, trademark(s) or logos of SOTA without the prior written consent of SOTA.

13. **Audio/Video Recording**

- 13.1. Recordings, including non-flash video and photography and audio, for non-commercial personal purposes are permitted. The Hirer shall strictly control and ensure that such recordings avoid distracting and disturbing the audience.
- 13.2. In the event the Hirer wishes to make recordings (including non-flash video and photography and audio) for commercial purposes, the Hirer shall seek SOTA's prior written approval, detailing the requested time and date of the recording and such other information as may be required by SOTA. The Hirer will be required to enter into a separate agreement between SOTA and the Hirer for such purposes.

14. **Sale of Merchandise or Food & Beverage**

- 14.1. The Hirer 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 SOTA at least 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 Hirer unless otherwise agreed in writing by SOTA.
- 14.2. The Hirer shall ensure that no food and beverages are brought into the Licensed Area.



15. Reinstatement of Licensed Area

15.1. Upon the expiry or earlier termination of the License Period, the Hirer shall immediately vacate the Licensed Area, surrender all keys/passes (regardless of whether the keys/passes were supplied by SOTA), and reinstate the Licensed Area to the state and condition it was in at the start of the License Period, making good all damage to SOTA's satisfaction.

15.2. If the Hirer fails to make good any damage in accordance with this Agreement, SOTA may perform the necessary reinstatement works at the Hirer's expense. Should these reinstatement works extend beyond the License Period, this additional time shall constitute a holding over by the Hirer of the license constituted under this Agreement, for which the Hirer shall be liable for a holding-over license fee calculated on a pro-rata basis of the original Venue Hire Fee. SOTA will issue a written demand for all reinstatement costs and any applicable holding-over license fee, which the Hirer must pay within 7 days. If payment is not made by the deadline, interest will accrue on the outstanding sum at the rate specified elsewhere in this Agreement. For the purpose of determining the final amount payable, a certificate issued by SOTA shall be conclusive evidence of the sum due, save for any manifest error.

16. Approvals for Permitted Use

16.1. The Hirer shall (at its own costs and expenses) be responsible for obtaining and keeping in force all necessary approvals, consents, licenses 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 Hirer shall ensure that SOTA receives a copy of the relevant approvals, consents, licenses and permits at least 14 days before the start of the License Period. Shows rated R18/M18 and above are prohibited within the Licensed Area and the Site.

16.2. The Hirer shall (at its own costs and expenses) be responsible for obtaining and keeping in force all permissions 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 Hirer shall ensure that SOTA receives a copy of the relevant permissions at least 14 days before the start of the License Period.

16.3. The Hirer shall ensure that the Permitted Use shall in no way breach, violate or infringe any applicable law, regulations or rules. The Hirer 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.

17. Hirer's Undertakings

17.1 The Hirer undertakes as follows, and shall procure that its employees, agents and invitees comply with the following:

- (a) The Hirer shall keep the Licensed Area in a clean, hygienic, good, and tenantable state of repair and condition at all times (fair wear and tear excepted). This obligation extends to all interior finishes, walls, ceilings, floors, fixtures, fittings, and mechanical and electrical installations. Should any damage be caused to any part of the Licensed Area or to the premises of the School of the Arts, Singapore located at 1 Zubir Said Drive ("Site") by the Hirer, its employees, agents, invitees, or by the movement of its property, the Hirer shall promptly repair, restore, or replace the damaged items at its own expense. All such repairs must be carried out to the satisfaction of SOTA by contractors approved by SOTA, failing which the Hirer shall reimburse SOTA for all costs and expenses reasonably incurred in reinstating the Licensed Area or the Site.
- (b) The Hirer shall give immediate notice to SOTA of any damage that has occurred to or within the Licensed Area and/or the Site, including but not limited to any damage to or defects in the electrical wiring or telephone lines connected to the Licensed Area.
- (c) The Hirer shall, at its own expense, comply in all respects with all applicable statutes, notices, regulations, and directions from any competent authority, particularly concerning fire safety and the use of machinery. Further, the Hirer and its representatives must adhere to all of SOTA's requirements, rules, and regulations for the security, operation, and maintenance of the Site and the Licensed Area, and shall comply with all instructions given by SOTA or its personnel. The Hirer must also ensure all its employees, staff, and representatives clearly display their SOTA-issued identification tags at all times while on the Site.
- (d) The Hirer shall ensure that all passageways, corridors, and surrounding areas remain clear and unobstructed at all times. The Hirer shall not affix, erect, paint, or display any advertisement, sign, or other publicity material without SOTA's prior written consent.
- (e) The Hirer shall not use the Licensed Area or the Site for any purpose other than as permitted by this Agreement, nor use it for any purpose or in any manner that is illegal, immoral, offensive, a nuisance, or which may cause damage, annoyance, or disturbance to SOTA, the Licensed Area, the Site, or any other person. The Hirer shall not bring any animal, plants or hazardous substances onto the Licensed Area without SOTA's prior written consent.
- (f) The Hirer shall not make any alteration, addition, or attachment to the structure, surfaces, fittings, or equipment of the Licensed Area, nor install or connect any unapproved electrical or mechanical apparatus, or otherwise take any action that could compromise the physical integrity or safety of the Premises, without SOTA's prior written consent.
- (g) The Hirer shall ensure that all production elements are fireproofed to SOTA's satisfaction, and shall not conduct any activity involving a fire risk (such as using naked flames or smoking) without SOTA's specific and prior written consent.
- (h) The Hirer shall not act in any manner that could injure the reputation of SOTA, the Licensed Area or the Site, invalidate any insurance policies, or cause SOTA to breach its own legal obligations. The Hirer shall not use SOTA or any third party's intellectual property without the prior written consent of the rightsholder. All commercial activities, including deliveries and solicitations, shall not be conducted except in a manner and in such locations as SOTA may direct.
- (i) In addition to the foregoing, the Hirer shall not commit any act or omission which, in the reasonable opinion of SOTA, is prejudicial to the safety, goodwill, or commercial interests of SOTA, the Site, or its other users.



18 Rights to use the Licensed Area

- 18.1 SOTA retains the absolute right to use the Licensed Area for any purpose whatsoever at all times outside of the License Period. Any entry into the Licensed Area by the Hirer or its personnel prior to the commencement of the License Period requires the prior written consent of SOTA, for which the Hirer must make all necessary arrangements in advance. Notwithstanding the foregoing, SOTA reserves the right to refuse any person entry to the Licensed Area or the Site at any time and for any reason, and shall not be liable for any resulting loss, damage, or expense.
- 18.2 During the License Period, the Hirer shall allow SOTA and its representatives to enter the Licensed Area at any time for any reason. Such reasons include, but are not limited to, inspecting the state and condition of the premises, carrying out any works, repairs, or alterations to the Licensed Area, the Site, or their service systems, and ensuring the Hirer's compliance with the terms of this Agreement.
- 18.3 SOTA reserves the right to use any part of the Licensed Area for any other purpose at the same time as the Hirer. SOTA shall inform the Hirer of any such use and shall endeavour not to disturb the Hirer's use.

19 Performance-related services

- 19.1 The Hirer shall engage SOTA for all performance-related services, including but not limited to technical services, security and front-of-house, to the extent that such services are generally provided by SOTA. The Hirer shall be allocated a designated number of SOTA staff members ("**SOTA Staff**") as agreed with SOTA prior to the License Period. Should the Hirer require additional SOTA Staff, the Hirer agrees to bear the additional cost of such additional SOTA Staff. The Hirer shall have no authority over SOTA Staff. Any disagreement between the Hirer with any SOTA Staff shall be referred to SOTA. The Hirer shall not make any gratuity payment of any kind to any SOTA Staff.
- 19.2 Where the Hirer requires the services of a third party provider, the Hirer may engage such services only with the prior written consent of SOTA. SOTA reserves the absolute discretion to refuse to give such consent for any reason whatsoever. The Hirer shall be fully responsible for the conduct of any third party service provider and their representatives. The Hirer 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.

20 Liability and Indemnity

- 20.1 The Hirer agrees to indemnify and hold SOTA harmless from any Loss resulting from any claims, demands, actions and proceedings arising out of any breach by the Hirer of this Agreement.
- 20.2 In the absence of fraud or bad faith on the part of SOTA, SOTA shall not be liable to the Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any Loss suffered or incurred by the Hirer as a result of any act or omission of SOTA and SOTA's employees, agents or contractors. In any event, SOTA's total aggregate liability to the Hirer in respect of all Loss arising under or in connection with this Agreement shall in no circumstances exceed the total Venue Hire Fee paid by the Hirer.
- 20.3 For the purposes of this clause 20, the term "**Loss**" shall mean, without limitation, loss, damage, costs, fines, penalties, sanctions, actions, claims, liabilities, proceedings, demands, risks, charges and/or expenses (including without limitation the costs of investigation, remediation or mitigation) of whatsoever nature and howsoever arising, (inclusive of delays, interruptions, disruptions, cancellations, loss of profits, cost of cover, loss of data, lost savings, loss of opportunities, loss of goodwill or reputation, and inconveniences, special, incidental, punitive, exemplary or consequential damages (whether in tort, contract or otherwise)) whether direct, indirect, joint, several, actual, contingent or otherwise (including all legal fees on a full indemnity basis and all other professional or consultant fees) and includes without limitation claims made by third parties and claims for defamation or other damage to reputation, infringement of any intellectual property rights, any breach of the Personal Data Protection Act 2012 (including any costs of data breach notification, and any unauthorised collection, use, or disclosure of personal data), death, bodily injury, any liability for tax, wrongful use of computers, unauthorised or illegal access to computers (including without limitation hacking), property damage or pecuniary losses howsoever arising.
- 20.4 The rights and obligations contained in this clause 20 shall survive the expiry or termination of the Agreement.

21 Comprehensive Public Liability Insurance

- 21.1 The Hirer shall, at all times during the License Period, at its sole costs and expenses, keep in force a comprehensive public liability insurance policy with SOTA reflected as co-insured in the policy, with an insurance company or companies nominated or approved by SOTA, 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 SOTA. The Hirer shall ensure that SOTA receives a copy of the public liability insurance policy no later than 14 days before the start of the License Period.

22 Termination

- 22.1 SOTA may terminate this Agreement with immediate effect by providing written notice to the Hirer if
- (a) the Hirer fails to pay the Venue Hire Fee or any other amount due within 7 days of its due date (whether formally demanded or not);
 - (b) the Hirer fails to perform or observe any other term or obligation of this Agreement;
 - (c) the Hirer becomes insolvent, goes into liquidation or judicial management, has a receiver appointed over its assets, or enters into any arrangement with its creditors; or
 - (d) the Hirer abandons the Licensed Area or its goods located therein are seized pursuant to a court order.
- 22.2 If this Agreement is terminated in accordance with this clause 22, the License Period shall end immediately and the Hirer, its employees, agents, contractors and invitees shall immediately vacate the Licensed Area and the Site. This termination does not waive or prejudice any rights or remedies SOTA may have regarding any prior breach by the Hirer or any unpaid fees that have accrued.



- 22.3 If the Hirer 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, SOTA will charge additional applicable Venue Hire Fee for up to 7 days at a rate determined by SOTA, after which, SOTA may, at the sole cost, risk and expense of the Hirer, remove such property.
- 23** **Force Majeure**
 23.1 SOTA shall not be liable for any delay or failure in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its control, including but not limited to acts of God, flood, drought, earthquake or other natural disaster; haze; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service.
- 24** **Contracts (Rights of Third Parties) Act**
 24.1 The Agreement does not create any right under the Contracts (Rights of Third Parties) Act 2001 which is enforceable by any person who is not a party hereto.
- 25** **Severability**
 25.1 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.
- 26** **Assignment**
 26.1 This Agreement is strictly non-transferable by the Hirer. The Hirer 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.
 26.2 SOTA 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.
- 27** **Entire Agreement**
 27.1 The Letter of Offer (and its appendixes) and these Terms and Conditions for Performing Arts Venues constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 28** **Waiver**
 28.1 No failure or delay by SOTA 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.
- 29** **Rights and Remedies**
 29.1 The rights and remedies provided under this Agreement to SOTA are in addition to, and not exclusive of, any rights or remedies provided by law.
- 30** **Governing Law**
 30.1 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.
- 31** **Letter of Offer**
 31.1 All terms defined in the Letter of Offer shall have the same meaning in these Terms and Conditions for Performing Arts Venues.
 31.2 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: