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## TERMS AND CONDITIONS FOR USE OF PREMISES

### 1. INTERPRETATION

1.1 In these Terms and Conditions, the following words shall have the following meanings assigned to them:

- (a) "Applicant" means the person or entity who submits the application form, whether online, by email or in hard copy, applying for permission to use the Premises for the Event and where the context so requires, whose application have been approved by NParks for use of the Premises for the Event, and shall include the Applicant's employees, agents and/ or contractors.
- (b) "Application" means the application form submitted by the Applicant applying for permission to use the Premises for the Event.
- (c) "Event" means any event or activity, including a workshop, held in the Premises for which the Applicant had obtained permission from NParks for such use.
- (d) "Equipment" means any property, goods, article or thing, such as equipment, furniture, stage, marquee, backdrop, lighting fixture, audio system, table and chair, belonging to or set up by the Applicant, his agent, contractor or any Person that is brought into the Premises or Park.
- (e) "NParks" means the National Parks Board, a statutory board constituted under the National Parks Board Act (Cap. 198A), and where the context so requires, acting as an agent of the Government of the Republic of Singapore, and shall include its officers, employees and agents authorized to act on its behalf and includes any representative or person under the direction of NParks or who is designated by NParks to act on its behalf.
- (f) "Park" means the public park, national park, garden and/ or nature reserve under NParks' management or which may subsequently come under NParks' management in which the Premises is situated.
- (g) "Person" means any person whom NParks considers to have entered the Park by reason of the Applicant's use of the Premises, including any person attending the Event, whether or not at the Applicant's invitation, and includes the Applicant's guests, caterers, agents and contractors.

- (h) "Premises" means the premises in the Park which the Applicant is applying for permission to use, or where the context so requires, for which approval to use has been granted by NParks to the Applicant.
  - (i) "Terms and Conditions" means these Terms and Conditions, Specific Terms and Conditions and such other terms and condition as may be imposed by NParks on the Applicant as a condition for approving his Application for use of the Park.
  - (j) "Usage Fee" means the fee payable by the Applicant for the use of the Park.
- 1.2 In these Terms and Conditions, words denoting one gender shall include all other genders; words denoting the singular shall include the plural and vice versa; words denoting persons include firms and corporations and vice versa, and also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be.
- 1.3 The headings in these Terms and Conditions are for reference only and shall not be deemed to form part of these Terms and Conditions or be taken into consideration in the interpretation or construction of these Terms and Conditions.
- 1.4 These Terms and Conditions are governed by and shall be construed in accordance with Singapore law.

## **2. GENERAL**

- 2.1 All approvals given for Park usage shall be subject to the Terms and Conditions stated herein, and such other terms and conditions as may be imposed by NParks on the Applicant as a condition for approving his Application for use of the Premises.
- 2.2 NParks reserves the right to change the Terms and Conditions for Park usage without prior notice.
- 2.3 Save as expressly set out in these Terms and Conditions, a person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.
- 2.4 No failure or delay on the part of NParks in exercising any power or right under this Agreement shall operate as a waiver nor shall an exercise of such right or power preclude any other or further exercise of such right or power or other right or power.

### 3. APPLICATION

- 3.1 Unless otherwise notified by NParks and/or specifically set out in the Specific Terms and Conditions at **Clause 10**, The Applicant shall submit the completed Application at least 14 calendar days before the commencement of the Event.
- 3.2 Submission of the Application through NParks' website at [www.nparks.gov.sg](http://www.nparks.gov.sg) is preferred. If the Event requires Equipment to be set-up, the Applicant is advised to factor in the amount of time required for setting-up, dismantling and removal of equipment from the Park in the Application.
- 3.3 Where a firm, company, organization or group of persons is named as the Applicant, the representative who submits the Application shall be deemed to have the authority to bind the firm, company, organization or group of persons to these Terms and Conditions, and the firm, company, organization or group of persons shall be considered to be jointly and severally liable with the Applicant for all costs and charged incurred by the Applicant and to ensure compliance with these Terms and Conditions. Where the Applicant is below 18 years of age, he confirms that he has obtained the consent of his parent/ guardian to make the Application and to agree to the Terms and Conditions herein stated.
- 3.4 Where the Applicant is required to obtain any licence, approval, permit or authorization from any relevant authority or organization for the Event (which may include permission from the Public Entertainment Licensing Unit, Singapore Police Force, Singapore Civil Defence Force, National Environment Agency, and the Building & Construction Authority), it shall be the Applicant's responsibility to obtain such licence, approval, permit or authorization at his costs, prior to the submitting the Application. NParks reserves the right to request the Applicant to furnish proof of the licence, approval, permit or authorization obtained by the Applicant at any time after the submission of the Application, failing which the Application may be rejected or if approval is granted, the approval may be revoked.
- 3.5 At the point of submitting the Application, the Applicant shall inform NParks of his intention to use the Premises for any Event involving monetary transactions or other type of consideration, including the sale of items. NParks reserves the right to reject the Application on this basis, or approve the Application subject to a payment of fees by the Applicant, in addition to any Usage Fees. Notwithstanding that approval of the Application has been given, NParks reserves the right to require the Applicant to halt any activity involving monetary transactions at any time.

#### 4. APPROVAL OF APPLICATION AND PAYMENT OF USAGE FEES

- 4.1 NParks' decision to approve or reject an Application or revoke any approval given shall be final, and NParks may approve or reject an Application without giving any reasons.
- 4.2 NParks shall have the right to determine the capacity for the Premises. In no circumstances shall the Applicant allow Persons to occupy any Premises or part thereof in numbers greater than the stipulated capacity.
- 4.3 Any approval given shall be conditional upon compliance with all Terms and Conditions by the Applicant, and shall not be assignable or transferable.
- 4.4 For Premises at specified Parks, the Applicant may be required to pay a Usage Fee and any tax thereon, such as goods and services tax (GST). NParks reserves the right to revise the prevailing Usage Fee at any time without prior notice. **Unless otherwise expressly stipulated herein, the approval of the Application and reservation of the Premises is subject to full payment of Usage Fees by the Applicant to NParks or its managing agent, as the case may be.**
- 4.5 Where the Applicant is a Government entity, full payment of the Usage Fees shall be paid upon the issuance of an e-invoice via the relevant Government electronic platform.

#### 5. REJECTION OF APPLICATION, REVOCATION OF APPROVAL AND CANCELLATION OF BOOKING

- 5.1 Without prejudice to the Terms and Conditions herein, if in NParks' opinion,
- (a) the Applicant or any Person has breached or is likely to breach any of the Terms and Conditions;
  - (b) the Event is likely to be offensive to religion, race, decency and morals or poses any disturbance or risk to public tranquility, public health and safety,

then, in such event, NParks may reject the Application, or if approval had been granted, revoke its approval immediately without giving the Applicant any prior notice. In the event of such rejection or revocation, the Usage Fees shall be forfeited in full. NParks shall not be liable to the Applicant or any Person for any loss or damages suffered, including but not limited to any expenses incurred by the Applicant or such Person in anticipation of or preparation for the use of the Premises. The Applicant hereby undertakes to indemnify NParks against all claims arising from NParks' decision to revoke such approval.

- 5.2 The Applicant shall, at his own costs, maintain all licence, approval, permit and authorization mentioned in **Clause 3.4** above without any restrictions or qualifications whatsoever. The Applicant shall ensure that all licence, approval, permit and authorization shall remain valid for the duration of the Event and if, for any reason, any such licence, approval, permit or authorization is withdrawn, suspended, revoked, terminated or varied in any manner whatsoever, the Applicant shall without demand immediately give notice thereof to NParks together with a copy of any document evidencing such withdrawal, suspension, termination or variation. For the avoidance of doubt, in such event, NParks shall be at liberty to revoke and/ or withdraw its approval to the Applicant's use of the Premises for the Event and reserves its right to exercise all or any of its rights or remedies under these Terms and Conditions and at law.
- 5.3 NParks reserves the right to change, cancel or reschedule any confirmed booking as it deems fit. In such event, unless otherwise provided for in this clause, the Applicant or any person claiming under the Applicant shall not be entitled to any compensation, damages or allowance from NParks. Without prejudice to the provisions in **Clause 9** herein, NParks' sole liability (if any) to the Applicant for not being able to provide the Premises for use as approved by NParks solely as a result of any decision, act or omission of NParks, whether negligent or otherwise, and through no fault of the Applicant, shall be to refund any Usage Fee paid by the Applicant.
- 5.4 A cancellation charge of 20% of the prevailing Usage Fees shall be imposed for any cancellation made 30 days or more before the commencement of the Event. A cancellation charge equivalent to the full Usage Fee shall be imposed for cancellations made less than 30 days prior to the commencement of the Event. Any Usage Fee which had been paid to NParks may be set off against the cancellation charge.
- 5.5 Change of booking dates may be permitted if the new date falls within 6 months of the approved booking date, otherwise the Event will be deemed as cancelled and a cancellation charge shall be imposed in accordance with **Clause 5.4** above.
- 5.6 Approval for a change of booking date is subject to availability of the alternative date and NParks shall be under no obligation whatsoever to provide any alternative date to the Applicant.

## 6. TERMS AND CONDITIONS FOR USAGE OF PREMISES

- 6.1 The Applicant and all Persons shall, during the use of the Premises and during such other times as they or any one of them shall be in the Park, comply with all reasonable instructions from NParks.
- 6.2 The Applicant shall be responsible for:
- (a) all costs and expenses incurred in the course of organizing and executing the Event;
  - (b) all matters of safety in the Premises and the preservation of good order and decency;
  - (c) ensuring that the Event and all activities connected thereto are carried out within the boundaries of the area of the Premises specified in the Application or approval;
  - (d) ensuring that all passages, driveways, doors and means of entry or exit, if any, within the Premises are kept unobstructed and that there is no interference with the pedestrian or vehicular traffic flow to or from or within the Park;
  - (e) ensuring that no alcoholic beverages are consumed or sold in the Premises without the prior permission from NParks and the relevant authorities; and
  - (f) ensuring that all taking-over and handing-over procedures and/or forms are duly completed.
- 6.3 The Applicant shall ensure that all Persons leave the Premises by the time specified in the Application or approval or at the end of the activity or immediately upon request of NParks, whichever is earlier.
- 6.4 NParks reserves the right to immediately halt any activity which it deems necessary to do so, or to require the Applicant and all or any Person to immediately leave the Premises if, in its opinion, any of the provisions herein have been breached, are breached or may be likely to be breached or if the Applicant or any Person has caused, is causing or may be likely to cause embarrassment, nuisance or annoyance to other Park users or is behaving in a manner that is offensive.
- 6.5 The Applicant shall comply and ensure that all Persons comply with the provisions of the Parks and Trees Act (Cap. 216) and all regulations and rules made thereunder, including the Parks and Trees Regulations (Cap. 216, Reg 1) (please visit [www.nparks.gov.sg/legislation](http://www.nparks.gov.sg/legislation) for more information) and all other relevant laws, by laws, rules, regulations and relevant codes of practice issued by Government ministries, statutory boards or other public authorities. In particular, the Applicant shall also be familiar with, abide by and comply with any and all guidelines and/or notices issued by NParks.

- 6.6 In the event that the Applicant is found guilty of an offence under the Park and Trees Act and/or any regulations and rules made thereunder and/ or in breach of any Term and Conditions herein, NParks reserves the right to reject any Application or revoke any approval to an Application made by the Applicant for use of any Premises henceforth.
- 6.7 The Applicant shall pay interest on any overdue payments of Usage Fees, GST or any other monies under these Terms and Conditions, based on the prevailing late payment interest rate(s) as determined by the Licensor and informed in writing by the Licensor to the Licensee from time to time to be applicable and chargeable on any such overdue payments, from the date such monies fall due for payment until the date of actual payment. The prevailing interest rate under these Terms and Conditions is 5% per annum, and this will be the applicable rate until such time it is varied by the Licensor. Such late payment interest rate(s) for the Usage Fees and GST thereon shall not, in any event, exceed 12% per annum.

***Obligations In Relation to the Cleanliness, Peace and Tranquility of the Park***

- 6.8 The Applicant shall ensure that the Premises are kept clean, tidy and free of rubbish, litter and debris at all times, and ensure that any rubbish, litter and debris generated from the Event is disposed outside the Park at the Applicant's own cost. In this regard, NParks reserves the right to require the Applicant to engage a cleaning contractor for the Event. In such event, the Applicant shall engage a cleaning contractor at the Applicant's costs and expense, failing which the Application may be rejected or if approval is granted, the approval may be revoked.
- 6.9 The Applicant shall comply with the National Environment Agency's (NEA) guidelines for event organizers on maintaining cleanliness at event sites (please visit [http://www.nparks.gov.sg/nea\\_guidelines](http://www.nparks.gov.sg/nea_guidelines) for more information). In this regard, NParks reserves the right to require the Applicant to furnish the permit obtained from NEA.
- 6.10 The Applicant shall ensure that noise generated from the Event shall not exceed 65dBA at all times, when measured at the boundaries of the Premises and in any event, shall ensure that the noise generated from the Event and any lighting used shall not cause any nuisance, inconvenience, or offense to other park users and residents living in the surrounding areas. The Applicant shall ensure that there shall not be any amplified sounds or any form of music played at the Premises between **10.30pm and 9am** the next day. In this regard, NParks reserves the right to impose such other terms and conditions restricting noise, sound and/ or music generated from the Event, and the Applicant shall comply with such other terms and conditions.



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- 6.11 Public announcement systems and loud hailers are to be used for announcement purposes only. Use of loud hailers and/or public announcement systems in any park in the vicinity of a nature reserve is strictly prohibited.
- 6.12 During the course of the Event, the Applicant shall cause an A3-size sign to be erected at a prominent location within the Premises, or such other location as identified and directed by NParks, with the following information printed clearly on the sign:
- (a) Event name;
  - (b) Date of Event;
  - (c) Time of Event;
  - (d) Applicant's name and contact number.

### *Safety*

- 6.13 The Applicant, in particular, Applicants who are holding sporting Events, are advised to perform an assessment of all risks, dangers and safety hazards that may arise during the course of the Event and upon performance of the assessment, the Applicant shall take all appropriate measures to address the risks, dangers and safety hazards to ensure the safety of the participants in the Event. Notwithstanding the foregoing, in the event of an accident or incident resulting in injuries to any person, or damage to property belonging to any member of the public, the Applicant shall report such accident or incident to NParks within 24 hours from the time of the accident and/ or incident.
- 6.14 For the avoidance of doubt, nothing in **Clause 6.13** shall derogate from the meaning and intention of **Clause 9** below and in the event of inconsistency apparent or otherwise, **Clause 9** shall prevail.

### *Equipment Set-Up*

- 6.15 The Applicant shall obtain prior approval from NParks for setting up Equipment in the Park. If approval is granted by NParks, the Applicant shall ensure that the Equipment does not interfere with pedestrian or vehicular traffic flow to or from or within the Park.
- 6.16 The Applicant shall ensure that all Equipment brought to the Premises by the Applicant or any Person are properly installed and operated in accordance with relevant regulations and is functional and safe.
- 6.17 The Applicant shall familiarize, or ensure that its installation contractor familiarizes himself with NParks' procedures for installation of Equipment, particularly

mechanical or electrical Equipment, such as electrical generators. In addition, the Applicant shall submit the installation plans to NParks.

- 6.18 In particular, if the Applicant requires an electrical generator to be brought onto the Premises, the Applicant shall ensure that the installation and use of such electrical generator comply with the requirements stipulated by the Fire Safety and Shelter Department and the Singapore Civil Defence Force. The Applicant shall also ensure that the electrical generator is endorsed by a Licensed Electrical Worker and is installed together with appropriate warning signs, fencing, fire-fighting equipment and drainage tray.
- 6.19 The Applicant shall ensure that the Equipment does not deface or damage any property of NParks.
- 6.20 The Applicant shall make his own arrangements to safeguard the Equipment from theft, vandalism, loss or damage. The Applicant acknowledges that he shall be responsible for all Equipment and any other items (whether belonging to the Applicant, his employee, agent or contractor or any Person) placed, deposited, brought into or left in the Premises. NParks shall not be responsible for the safekeeping or custody thereof. Under no circumstances shall NParks be liable to make good or accept responsibility or liability in respect of any theft, vandalism, loss or damage to the Equipment, and the Applicant shall hold NParks harmless in this respect.
- 6.21 Unless otherwise notified by NParks and/or specifically set out in the Specific Terms and Conditions at **Clause 10**, the setting up of all Equipment shall be carried out and completed the weekday immediately before the commencement date of the Event, between **1.30pm and 4.30pm**.
- 6.22 Unless NParks' approval has been obtained, the Applicant shall not tap on any sources of electrical or water supply in the Park. In this regard, the Applicant shall note that, unless otherwise stated, the maximum electrical usage for the Premises is 13 Amp. In the event electrical usage for the Event or any Equipment exceeds 13 Amp, the Applicant shall arrange for and seek NParks' prior written consent for an electrical generator to be brought onto the Premises.

***Dismantling and Removal of Equipment and Reinstatement of the Premises***

- 6.23 Unless otherwise notified by NParks and/or specifically set out in the Specific Terms and Conditions at **Clause 10**, all Equipment shall be dismantled and removed, between **9.30 am and 12.30pm**, on the weekday immediately following the conclusion of the Event or the lapse of NParks' approval for use of the Premises, whichever is earlier.

6.24 If the Equipment is not dismantled and removed from the Premises by the time stipulated in **Clause 6.23** or the Premises are not reinstated in accordance with **Clause 6.25**, NParks reserves the right to charge the Applicant an administrative fee which shall be calculated based on the following:

- (a) for Parks charging a daily Usage Fee, NParks reserve the right to charge the Applicant a fee equivalent to the daily Usage Fee for each additional day that the Equipment is not fully dismantled and removed from the Park to NParks' satisfaction or not reinstated in accordance with the provisions of **Clause 6.25**. For purposes of this clause, the administrative fee shall become payable by the Applicant at 12.31pm on the weekday immediately following the conclusion of the Event or the lapse of NParks' approval for use of the Premises, whichever is earlier, and the time between 12.31pm to 11.59 pm on that day shall be considered as one (1) day. Thereafter, the administrative fee shall become payable by the Applicant at 12.00 am on each additional day and the time between 12.00 am and 11.59pm shall be considered as one (1) day. This formula is illustrated in the table below:

Day x:	Conclusion of the Event or the lapse of NParks' approval for use of the Premises, whichever is earlier
12.30pm on Day (x + 1):	Applicant shall ensure that Equipment is fully dismantled and removed from the Park, and the Premises are reinstated in accordance with the provisions of <b>Clause 6.25</b>
12.31pm on Day (x+1):	If the Equipment is not fully dismantled and removed from the Park or the Premises is not reinstated in accordance with the provisions of <b>Clause 6.25</b> , the Applicant shall be liable to pay the administrative fee.
12.31pm to 11.59pm of Day (x + 1):	Counted as 1 day for purposes of calculating the administrative fee.
12am to 11.59pm of each subsequent day following Day (x + 1):	Counted as 1 day for purposes of calculating the administrative fee.

- (b) for Parks charging an hourly Usage Fee, NParks reserves the right to charge the Applicant a fee equivalent to the hourly Usage Fee for each additional hour that the Equipment is not fully dismantled and removed from the Park to NParks' satisfaction or each hour that the Premises are not reinstated in accordance with the provisions of **Clause 6.25**. For purposes of this clause, the administrative fee shall become payable by the Applicant at the start of each additional hour.

The right to charge the Applicant the administrative fee pursuant to this clause shall be without prejudice to NParks' rights or remedies under these Terms and Conditions, at law or in equity.

- 6.25 Upon conclusion of the Event and/ or the lapse of NParks' approval for use of the Premises, the Applicant shall reinstate the Premises in accordance with NParks' requirements and to NParks' satisfaction or to the same state and condition prior to the Applicant's use of the Premises. The Applicant shall remove all property brought to the Premises and ensure that all litter and debris are disposed immediately after the Event or within the time specified by NParks. Any damage to park property, facilities, trees and shrubs arising from the Event shall be repaired, replaced or reinstated at the Applicant's cost and expense, in accordance to NParks' requirements, and within the time specified by NParks. NParks may carry out such repairs or rectifications in which event all cost and expense incurred by NParks shall be recoverable from the Applicant. NParks' decision on this matter shall be final.
- 6.26 Any property, litter, debris or rubbish remaining on or in the Park after the Event and/ or upon the lapse of NParks' approval for use of the Park may be disposed of by NParks in any manner and at NParks' discretion. NParks shall not be liable to the Applicant for any loss, cost, expense, damage or other consequences arising from such disposal and the Applicant shall reimburse NParks for any cost and expense incurred by NParks from such disposal. The Applicant shall, in addition, indemnify NParks against any liability or claim by a third party whose property was disposed of by NParks in the mistaken belief held in good faith (which shall be presumed unless the contrary be proven) that such property belonged to the Applicant.
- 6.27 The Applicant shall note that unauthorised storage of Equipment at the Premises or Park is an offence.

#### ***Catering and Event Logistics***

- 6.28 For the avoidance of doubt, the Applicant shall bear the costs of arranging for and engaging all caterers, logistics services and/ or any other service providers required for the Event.
- 6.29 In any event, the Applicant shall notify NParks of the identity of the caterer and/or logistics contractor that he will be using for the Event, and any other related information as NParks may so require, before his Application can be approved. Further, the Applicant shall ensure that all caterers used for the Event holds the requisite certification from the National Environment Agency for food handling.

### *Prohibitions*

- 6.30 Events and activities that are offensive to religion, race, public tranquility, public health, safety, convenience, decency and morals are strictly prohibited.
- 6.31 Unless otherwise expressly provided in these Terms and Conditions, brochures, posters, signs, banners and placards of whatever nature, including parking and directional signs are not permitted to be distributed, erected or installed in or at the Premises or Park without the prior approval of NParks and all other relevant authorities. Notwithstanding that approval has been given, NParks reserves the right to remove or require the Applicant to remove any such signs from the Premises or Park at any time.
- 6.32 The Applicant shall not use or permit the use of open fire and/or naked flames including but not restricted to the use of LPG gas cylinders, refillable gas cylinders and charcoal at the Premises or Park.
- 6.33 The Applicant shall not reserve car park lots and/or do anything to obstruct movement of vehicles into and around the carpark of the Park, unless he has obtained prior approval.
- 6.34 The Applicant shall not make reference to “National Parks Board”, “NParks”, “Singapore Botanic Gardens”, “Fort Canning Park” or “HortPark” or any trademarks, service marks, names or logos belonging to NPark in any publicity material unless he has obtained prior approval from NParks at least 2 weeks prior to the planned release or distribution, and where any publicity material has not been approved by NParks, the same shall not be used and shall be destroyed immediately at the Applicant’s expense.
- 6.35 The Applicant shall not wash or rinse cutlery or other utensils in the Premises or Park.
- 6.36 Subject to **Clause 7**, entry of vehicles into the Park is strictly prohibited.

## **7. TERMS AND CONDITIONS AND RESTRICTIONS FOR VEHICLE ENTRY AND MOVEMENT IN THE PARK**

- 7.1 If vehicles are required to enter the Park during the Event, the Applicant shall seek NParks’ prior approval for such entry. Approval for vehicle entry and movement in the Park shall be subject to the following terms and conditions and such other terms and conditions as may be imposed by NParks:

- (a) Entry of vehicles into the Parks is strictly for loading and unloading purposes only.
- (b) Vehicle entry into the Park shall only be permitted on weekdays between **9.30 am and 4.30 pm**. Unless the prior approval of NParks had been sought and obtained, vehicles are strictly prohibited from entering the Park on Saturdays, Sundays and Public Holidays.
- (c) Entry of vehicles may be further restricted during peak periods on weekdays as shall be determined by NParks, for example during school holidays.
- (d) The Applicant shall submit all vehicle numbers, contact details, schedules and intended points of entry and exit to NParks for approval.
- (e) Where applicable, vehicle drivers shall report to the visitor centre or the guard post at the Park and the vehicle driver shall provide such information as may be required, including his name, identification number, time of entry and exit from the Park.
- (f) Parking of vehicles in the Park is strictly prohibited unless it is within a designated carpark.
- (g) All drivers shall observe the speed limit of 15 km/h when driving in the Park. All drivers shall drive cautiously, safely and slowly without threatening or jeopardizing the safety of any Park user and must give them the right of way at all times.
- (h) Vehicles shall be driven along the footpaths or maintenance (gravel) tracks. Driving of vehicles on any turf area and bicycle/ skating paths is prohibited.
- (i) All vehicles entering the Park must be fitted with an amber rotating lamp prominently displayed on top of the vehicle, and the lamp must be switched on at all times. In addition, the vehicle's flashing hazard-warning lights must also be turned on.
- (j) The Applicant shall employ the services of at least 2 marshalls to guide each vehicle and warn Park users to stay away from the moving vehicle. The marshalls shall provide and ensure proper vehicular control within or adjacent to the Park and for motor vehicles belonging to Persons using the Park.
- (k) NParks reserves the right to revoke any permission granted for vehicle entry if a driver is found not complying with any of the Terms and Conditions herein.

## **8. TERMS AND CONDITIONS FOR USE OF THE PREMISES FOR EVENTS INVOLVING SPORTS**

- 8.1 For all Events involving sports or sporting activities (“Sporting Events”), the Applicant shall inform NParks of the details of the Sporting Event.
- 8.2 The Applicant is advised to perform a safety assessment for Sporting Events. In this regard, the Applicant may refer to the Sports Events Categorisation table and its Sports Safety Requirement Chart which may be viewed at [http://www.nparks.gov.sg/sports\\_categories](http://www.nparks.gov.sg/sports_categories). For the avoidance of doubt, nothing in this clause shall derogate from the meaning and intention of **Clause 9** below and in the event of inconsistency apparent or otherwise, **Clause 9** shall prevail.
- 8.3 The Applicant shall provide advance notice of the Sporting Event to the public by installing notices in the Park at least 2 weeks before the commencement of the Event. Prior to installation of notices or signs in the Parks, all notices and signs shall be submitted to NParks for approval within the time frame stipulated by NParks.
- 8.4 During the Sporting Event, the Applicant shall minimize any inconvenience or obstruction to other Park users.
- 8.5 The Applicant shall ensure that the safety of other Park users is not be compromised at all times.
- 8.6 If the Sporting Event is a walking, jogging, running and/ or cycling event, the Applicant shall ensure that all Event participants keep to the designated routes that have been approved by NParks. The Applicant shall ensure that Sporting Event participants refrain from occupying the entire width of footpaths, jogging, running or bicycle tracks. Further, the Applicant shall also ensure that participants in walking, jogging and/ or running events do not encroach on the bicycle tracks, and vice versa.
- 8.7 Applicants shall deploy marshalls to be stationed along the route to advise Event participants to keep to the designated route and to the left of the designated footpath, jogging, walking and/ or bicycle track.

## **9. EXCLUSION OF LIABILITY AND INDEMNITY**

- 9.1 The Applicant shall assume all risks in respect of loss, injury or damage to any person or property, including the Applicant, all Persons, NParks and their respective properties which may arise as a result of or in connection with the

Applicant's Application and use of the Premises, or the non-provision of the Premises by NParks for use by the Applicant.

- 9.2 The Applicant shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the Premises and Park or to any property, facility, tree or shrub belonging to NParks and shall make good and pay for any damage thereto howsoever caused including accidental damage caused by any act or omission whether negligently or otherwise of the Applicant, his employee, contractors, agent or any Person.
- 9.3 The Applicant shall be solely liable for, fully indemnify and hold NParks, its officers, employees and agents, to the maximum extent permitted by law, harmless from and against:
- (a) all liabilities, damages, costs and expenses arising from any claims, demands, actions, proceedings, recoveries, judgment or execution, damages, costs (including legal costs on a full indemnity basis and/ or reasonable solicitor's fees), losses and expenses of any nature which NParks, its officers, employees or agents, may suffer or incur by, from or in connection with the Application, the Event or the Applicant's or any Person's use or failure to use the Premises or the provision or non-provision of the Premises by NParks for use by the Applicant or any decision, or action of NParks,; and/ or
  - (b) all loss and damage to the Premises or the Park its adjoining or neighbouring premises and to all property therein howsoever caused whether directly or indirectly by the Applicant or any Person, including without limitation all loss and damage caused by the use or misuse, waste or abuse of water, fire or electricity by the Applicant or any Person.
- 9.4 The Applicant is advised to take up the appropriate and adequate insurance for the benefit of himself and NParks against any possible loss or liability arising from or in connection with his use of the Premises and failure by NParks to provide the Premises for his use and for the indemnities required from the Applicant by NParks.

## **10. SPECIFIC TERMS AND CONDITIONS FOR CERTAIN PARKS**

- 10.1 If the Application concerns any of the Parks listed in **Clause 10** herein, in addition to the abovementioned Terms and Conditions, the Applicant shall comply with these specific Terms and Conditions stated in **Clause 10** herein:
- (a) Bedok Reservoir Park
  - (b) Lower Seletar Reservoir Park

- (c) MacRitchie Reservoir Park
- (d) HortPark and Labrador Nature Reserve
- (e) Fort Canning Park
- (f) Singapore Botanic Gardens

10.2 These Specific Terms and Conditions shall be read supplementary to the Terms and Conditions set out above. However, in the event of any inconsistency apparent or otherwise between the Terms and Conditions above and the Specific Terms and Conditions, the latter shall prevail.

***Bedok Reservoir Park, Lower Seletar Reservoir Park and MacRitchie Reservoir Park***

10.3 In addition to the indemnity given to NParks pursuant to **Clause 9** above, the Applicant shall, in respect of any Event organised at:

- (a) Bedok Reservoir Park, specifically, the:
  - (i) jogging (service/maintenance) track,
  - (ii) floating and adjoining seating gallery
- (b) Lower Seletar Reservoir Park, specifically, the:
  - (i) Heritage Bridge;
  - (ii) Water Play Area;
  - (iii) Amphitheatre
- (c) MacRitchie Reservoir Park, specifically, the:
  - (i) Grandstand;
  - (ii) Reservoir Deck;
  - (iii) Lawn @ Paddle Lodge;
  - (iv) Zig Zag Point

be solely liable for and fully indemnify the Public Utilities Board (“PUB”) to the same extent as set out in **Clause 9** above.

***HortPark and Labrador Nature Reserve***

10.4 The Applicant shall comply with HortPark’s Specific Terms and Conditions as set out below:

- (a) The Applicant shall submit the completed Application at least 1 calendar month before the commencement of the Event. Applications for guided tours

and workshops shall be sent by email to [NParks\\_HortPark@nparks.gov.sg](mailto:NParks_HortPark@nparks.gov.sg) or faxed to 6479 2019 and addressed to the Outreach Manager. All other Applications shall be sent to Jardin Enchante Pte Ltd, 19A Neil Road, Singapore 088813 and addressed to Finance Department, if the Applicant wishes to engage any caterer or contractor for the Event, the Applicant shall notify NParks of any caterer or contractor which he wishes to engage by completing the portion on “Details of Caterers/ Contractors” in the Application Form.

- (b) In the event that the Applicant fails to submit the completed Application within 1 calendar month before the commencement of the Event, NParks reserves the right to reject the Application, and the Applicant shall have no claim against NParks in respect of the same.
- (c) For guided tours and workshops, Usage Fees shall be paid in the following manner:
  - (i) For corporations, the Usage Fees shall be paid either by credit card, NETS or cheque. Cheques should be made payable to “National Parks Board” and sent to 33 Hyderabad Road Singapore 119578 (Attention: Finance Department). The Event, date of Event, company name and contact details should also be written on the reverse side of the cheque.
  - (ii) For individuals, the Usage Fees shall be paid either by credit card or NETS. Payment by cheque for personal bookings will not be accepted.
  - (iii) For Government entities, the Usage Fees shall be paid upon the issuance of an e-invoice via the relevant Government electronic platform.

For all other Events, Usage Fees shall be paid in the following manner:

- (iv) For payment by cheque, cheques should be made payable to “Jardin Enchante Pte Ltd” and sent to Jardin Enchante Pte Ltd, 19A Neil Road Singapore 088813 (Attention: Finance Department).
- (v) For payment by NETS or credit card, the Applicant shall personally make the payment at 33 Hyderabad Road Singapore 119578
- (vi) For Government entities, the Usage Fees shall be paid upon the issuance of an e-invoice via the relevant Government electronic platform.

- (d) Provided prior written approval had been sought from and given by NParks, the Applicant shall not:
  - (i) Post, tack, nail, screw or otherwise affix any displays, placards, labels or other decorative or promotional materials on any part of the Premises, furniture or other property on the Premises.
  - (ii) Display any poster or other material which are, in the opinion NParks, indecent or objectionable.
  - (iii) Allow any unauthorized person to operate any Equipment.
- (e) In the event of an accident or incident resulting in injury to any person or damage to property involving the public, the Applicant shall immediately make a report to NParks at the HortPark Visitor Services Centre.
- (f) The Applicant shall inform NParks about the layout of any tables or other equipment that will be set-up for the Event, the proposed entry and exit routes and the parking areas to be used. NParks' prior written approval for the aforementioned shall be obtained at least 3 weeks before the commencement of the Event, failing which NParks reserves the right to refuse entry to any caterer or contractor engaged by the Applicant. For the avoidance of doubt, the Applicant shall not use any facilities on the Premises without prior written approval from NParks.
- (g) If the Applicant anticipates a participation of more than 500 Persons in the Event, the Applicant shall, at his own costs and expense, provide at least 1 mobile toilet for the Event. Further, the Applicant shall provide for 1 additional mobile toilet for every additional 250 Persons participating in the Event.
- (h) The Applicant shall ensure that the drivers of all vehicles entering the Premises report to the HortPark Visitor Centre and the vehicle driver shall fill in the Park Vehicle Log Book and provide such information as may be required, including his name, identification number, time of entry and exit from the Park.
- (i) Without prejudice to **Clause 6.10**, the Applicant shall ensure that any outdoor rehearsals, practices or sound tests are conducted in the period between **9.30 am and 9pm** daily.
- (j) Unless otherwise stipulated by NParks, the Applicant shall set up and tear down all Equipment during the course of the Event and no additional time

shall be given to the Applicant to commence and complete set up and tear down of Equipment.

- (k) The setting up of staging, marquees, booths, backdrops, lighting fixtures, audio systems, machinery, furniture, and its ancillary equipment shall be carried out between **8am and 6pm**. The setting up of all other Equipment shall be carried out between **8am and 10pm**.
- (l) All Equipment shall be dismantled and removed, between **8am and 6pm**.
- (m) If the Event involves setting up buffet table(s) in HortPark, the buffet tables shall be set up outside the room along the foyer area, unless otherwise directed or approved by NParks.
- (n) The Applicant shall not carry out or permit the carrying out of open-fire cooking, barbecues, use of mobile kitchens or any activity that involve open fire or flames. Further, the Applicant shall also not use or permit the use of smoke or mist machines.
- (o) The Applicant shall not carry out washing of any eating or cooking utensils (e.g. dishes, plates, cups, pots and pans) on the Premises or anywhere in HortPark.
- (p) The consumption of fast food, such as burgers and pizzas, is not allowed in HortPark. As such, the Applicant shall not engage the services of fast food outlets to provide catering for the Event.
- (q) HortPark is a smoke-free park, and the Applicant shall be responsible for bringing this to the attention of all Persons participating in the Event.
- (r) The Applicant shall not scatter flower petals or confetti during the Event or in the Premises.
- (s) Wooden planing shall be used to protect turf surfaces on the Premises if Equipment is brought onto, installed or set up on such turf.
- (t) If the Application and Event involves participation in a guided tour or workshop organized by NParks,
  - (i) the Applicant shall note that for all guided tours and workshops, the minimum and maximum number of participants required for the guided tour and workshop to proceed is stipulated in the HortPark website found on [www.nparks.gov.sg](http://www.nparks.gov.sg). In the event that the number of participants falls below or exceeds the stipulated number, NParks

reserves the right to cancel the guided tour or workshop and in such event, the Applicant shall not be entitled to a refund of the fees paid, if any;

- (ii) the Applicant shall be present at least 15 minutes before the commencement of guided tour or workshop. In this regard NParks reserves the right to cancel the guided tour or workshop if any participant in the guided tour or workshop is not present at the commencement of the guided tour or workshop, and in such event the Applicant shall not be entitled to a refund of the fees paid, if any;
- (iii) the Applicant shall not be entitled to a refund of any fees paid of the Applicant or any Person withdraws from the guided tour or workshop;
- (iv) the Applicant shall note that NParks will provide a confirmation and details of the guided tour or workshop via an email or phonecall.

### ***Fort Canning Park***

10.5 **Clause 6.10** shall not be applicable for Premises within Fort Canning Park.

10.6 The Applicant shall comply with Fort Canning Park's Specific Terms and Conditions as set out below.

- (a) The Applicant shall obtain the written approval of NParks prior to implementing any arrangement or conducting any activity in relation to the Event which is not expressly allowed or otherwise provided for under these Terms and Conditions.
- (b) If the Applicant anticipates that noise, sound and/ or music generated from the Event is going to exceed 65dBA at any time, when measured at the boundaries of the Premises, the Applicant shall inform NParks and obtain its prior written approval for this. Notwithstanding the foregoing, the Applicant shall ensure that the noise generated from the Event shall not cause any nuisance, inconvenience, or offense to other park users and residents living in the surrounding areas and shall ensure that there shall not be any amplified sounds or any form of music played at Fort Green between **11pm and 9am** and at all other Premises, between **10.30pm and 9am**. In this regard, NParks reserves the right to impose such other terms and conditions restricting noise, sound and/ or music generated from the Event, and the Applicant shall comply with such other terms and conditions.
- (c) Events Usage Fees shall be paid in the following manner:

- (i) For payment by cheque, cheques should be made payable to “Jardin Enchante Pte Ltd” and sent to Jardin Enchante Pte Ltd, 19A Neil Road Singapore 088813 (Attention: Finance Department).
  - (ii) For payment by NETS or credit card, the Applicant shall personally make the payment at 70 River Valley Road Singapore 179037.
  - (iii) For Events organized by Government entities, the Usage Fees shall be paid upon the issuance of an e-invoice.
- (d) For outdoor venues, the Applicant shall –
- (i) submit the completed Application at least 1 calendar month before the commencement of the Event. The Applicant is required to obtain and submit all necessary licences, permits or approvals to NParks at least two weeks before the commencement of the Event.
  - (ii) not hang, tie, tape, tack, drill or nail any decoration, material or any other Equipment or object onto any tree or shrub;
  - (iii) not scatter confetti within the Park;
  - (iv) not set-up any temporary structure including banners or other paraphernalia or Equipment on, or block any monument and historical relic within the Park. NParks reserves the right to require the Applicant to remove such objects immediately;
  - (v) in the event that NParks deems necessary, engage auxiliary police to patrol any Event held at the Park, failing which NParks reserves the right reject the Application or if prior approval had been given, to revoke such approval; and
  - (vi) in the event that the Event includes any concert or performance, submit any and all rehearsal or sound-check schedules upon NParks’ request and shall not hold any rehearsal without NParks prior written approval. Such rehearsals shall only be allowed during the appointed set up time as per **Clause 6.21** and during the duration of the Event.
  - (vii) in the event electrical usage for the Event or any Equipment exceeds 13 Amp, the Applicant shall do all things necessary to seek and obtain NParks’ prior written approval, including arranging for a licensed electrical worker (LEW) to provide NParks with all necessary documents (including single line drawings).

- (e) For indoor venues, the Applicant shall –
  - (i) submit the completed Application at least 14 calendar days before the commencement of the Event;
  - (ii) set up and tear down all Equipment during the course of the Event and no additional time shall be given to the Applicant to commence and complete set up and tear down of Equipment, unless otherwise stipulated by NParks.
  - (iii) not store or set up any Equipment within the Park or the Premises prior to the booking period for the Event, including but not limited to any storage or set up of logistic or catering equipment. NParks reserves the right to deny entry to or evacuate any vendor or person breaching this clause;
  - (iv) not set up any furniture or Equipment in the courtyard or the corridors outside all indoor venues without NParks' prior written approval;
  - (v) not block any handicap access, entrances and exits at all times;
  - (vi) seek NParks prior written approval for use of mobile kitchens which shall only be parked at designated areas;
  - (vii) not hang, tie, tape, tack, drill or nail any decoration, material or any other Equipment or object onto any board, wall, ceiling or any other structure;
  - (viii) cleanse the Premises prior to the end of the Event in accordance with these Terms and Conditions to the satisfaction of NParks;
  - (ix) not lock up or prevent access to the Premises at any time. For the avoidance of doubt, NParks reserves the right to access the Premises at Fort Canning Park at all times;
  - (x) note that existing sound systems at Galeri Utama only support basic sound quality. Applicants shall not unplug existing cables from their original positions on the sound system console. Applicants shall obtain the prior written approval from NParks for the use of any additional cables and devices. Such cables and devices shall only be used strictly between 8am and 10.30pm on the date of the Event and returned thereafter. No requests for overnight use of the Equipment will be entertained.

### *Singapore Botanic Gardens*

10.7 **Clauses 6.12, 6.24** and **7.1(b)** shall not be applicable for Premises within Singapore Botanic Gardens.

10.8 The Applicant shall comply with Singapore Botanic Garden's Specific Terms and Conditions as set out below.

- (a) The Applicant shall submit the completed Application and make payment at least 8 calendar weeks before the commencement of the Event.
- (b) Payment of Usage Fees shall be made in the following manner:
  - (i) For corporate or personal bookings, payment may be made by NETS, credit cards or cheque.
  - (ii) For government entities bookings, payment may be made by credit cards, cheque or e-invoice issued via the relevant Government electronic platform.

All cheques shall be made in favour of "Jardin Enchante Pte Ltd", and sent to Jardin Enchante Pte Ltd, 19A Neil Road, Singapore 088813(Attn: Finance Department). The Premises, Event date, Applicant's name and contact details are to be written on the reverse side of the cheque.

For payment by NETS or credit card, the Applicant shall personally make payment at the Botany Centre at Singapore Botanic Gardens, 1 Cluny Road, Singapore 259569 (Tanglin Core).

- (c) In addition to the Applicant's obligations pursuant to **Clause 3.4** above, the Applicant shall also be responsible for the cost of music, bands and other entertainment for the Event. All royalties, permits, license fees (including fees and royalties payable to the Performing Rights Society Ltd or other organizations entitled to be paid in respect of music, sound recordings, videos or films used at the event) or other taxes and charges shall be solely borne and paid by the Applicant.
- (d) The Applicant shall ensure that all electrical Equipment brought to the Premises shall be installed with a circuit breaker and is water-proof.
- (e) Provided prior written approval had been sought from and given by NParks, the Applicant shall not carry out or permit the carrying out of open-fire cooking, barbeques, use of mobile kitchens or any activity that involve open

fire or flames. Further, the Applicant shall also not use or permit the use of smoke or mist machines.

- (f) The Applicant shall ensure that all Persons comply with the no smoking rule in the Premises.
- (g) Provided prior written approval had been sought from and given by NParks, the Applicant shall not post, tack (including using bluetac), nail, screw or otherwise affix any displays, placards, labels or other decorative or promotional materials onto any item, furniture, structure, plant or other property of NParks on the Premises.
- (h) If caterers, logistics contractors or any other service providers are engaged by the Applicant to provide services for the Event, the Applicant shall submit a list of such service providers to NParks for approval at least 3 weeks prior to the Event.
- (i) Provided prior written approval had been sought from and given by NParks, the Applicant shall not rearrange any furniture in the Premises. If approval has been granted to the Applicant to rearrange furniture in the Premises, the Applicant shall return all furniture to the original position before vacating the Premises.
- (j) Wooden planing shall be used to protect turf surfaces on the Premises if Equipment is brought onto, installed or set up on such turf.
- (k) For Events held in Burkill Hall, the Applicant shall ensure that all Equipment is fitted with protectors to prevent scratches to the wooden flooring.
- (l) If mechanical and/or electrical equipment are to be installed, the Applicant shall submit all mechanical and/ or electrical installation plan(s) to NParks for perusal. For the avoidance of doubt, the Applicant shall not be permitted to commence work unless such plan is submitted to NParks.
- (m) Unless otherwise stipulated by NParks, the Applicant shall set up and tear down all Equipment during the course of the Event and no additional time shall be given to the Applicant to commence and complete set up and tear down of Equipment.
- (n) In the event any bollards are removed or shifted by the Applicant during the course of the Event, the Applicant shall ensure that such bollards are replaced and repositioned in its original position.