

SINGAPORE POST CENTRE BOOKING OF THE SINGPOST AUDITORIUM @ LEVEL 5

Updated August 2016

TERMS AND CONDITIONS

1 APPLICATION FOR RENTAL

1.1 All applications bookings for rental of The SingPost Auditorium must be specified in writing on the application form. On completion, it must be forwarded together with the Security Deposit to:

Singapore Post Limited Property Management Department 10 Eunos Road 8 #07-31 Singapore Post Centre Singapore 408600

- 1.2 Applications shall not be deemed as confirmed and accepted by Singapore Post (SingPost) until the Property Management Department has endorsed the form. The Applicant will then be issued with a formal notification of acceptance of the booking.
- 1.3 SingPost may, in its absolute discretion, grant, refuse or withdraw its approval of any application for use of The SingPost Auditorium without giving any reason.
- 1.4 The SingPost Auditorium shall be used only for the purpose as stated in the application form.
- 1.5 Booking is made strictly between SingPost and the Applicant and is not assignable or transferable by the Applicant to a third party.
- 1.6 Notwithstanding that the booking has been confirmed, SingPost may, in its absolute discretion, cancel the booking by giving the Applicant 4 weeks' notice in writing. In such case, SingPost will refund the Security Deposit in full and the Applicant will have no further claims against SingPost in connection with such cancellation.

2 TERMS OF PAYMENT

- 2.1 Rental and all other charges for related services payable shall be computed in accordance to the current rates prescribed by SingPost, which may be changed without prior notice. These charges have to be paid to Property Management Department 7 days before the date of usage.
- 2.2 The schedule of rates is listed in Annex A. The Applicant shall provide all items other than those listed as basic items to be provided by SingPost. In the event where additional items are required, these shall be charged on a per item basis.



- 2.3 Security Deposit for Ad Hoc Booking
- 2.3.1 A sum of S\$300.00 per booking date shall be made payable to Singapore Post Limited as a refundable deposit for the due performance of the Applicant of all the terms and conditions stated herein. This Security Deposit shall be made in full upon receipt of a formal notification of acceptance. The Security Deposit will be refunded two (2) weeks after the event upon due performance of the applicant of all the terms and conditions stated herein.
- 2.4 Security Deposit for Long Term Booking
- 2.4.1 A one month Security Deposit equivalent to rental for the whole calendar month is payable by cheque upon acceptance of this letter of offer. The Security Deposit shall be refunded upon due performance by the applicant of all the terms and conditions stated herein.

3 CANCELLATION/POSTPONEMENT OF BOOKING

- 3.1 Regardless of any reason, if the Applicant subsequently cancels or totally cancel the booking for the confirmed date, the rental of The SingPost Auditorium, and the Security Deposit for the confirmed booking will be forfeited. If the Applicant subsequently postpones or cancel a confirmed booking to another date approved by SingPost, an administrative fee of \$50.00 (subject to GST) is payable. If the subsequent booking as a result of the postponement is cancelled regardless of any reason, the Security Deposit will be forfeited.
- 3.2 Any cancellation or postponement of a confirmed booking by the Applicant must be made in writing or email to SingPost and received by SingPost.

4 CONSTRUCTION AND ALTERATION

- 4.1 The Applicant shall not effect any modification, installation, or addition to The SingPost Auditorium without prior written consent of SingPost. In the event where any modification, installation or additions is approved, the Applicant shall undertake to hand back The SingPost Auditorium in the same good order and condition as at the date of handover. The Applicant, as determined by SingPost, shall compensate for any damage to The SingPost Auditorium's fittings and equipment caused by the Applicant, his agents or audience.
- 4.2 All installations permitted to be carried out under the provision hereof shall be at the expense and the responsibility of the applicant and shall be carried out by the Applicant in such a manner so as to ensure that no unnecessary disturbance or disruption to the activities of other occupiers of the Building. The Applicant is required to remove/dismantle all installations immediately upon the completion of the event. A charge of \$250.00 will be levied upon the Applicant who fails to remove/dismantle all installations at the end of the event.



5 USE OF THE THEATRETTE

- 5.1 The Applicant shall obtain from the relevant Authorities all the necessary permits. The Applicant shall also ensure that approval by these Authorities has been duly obtained and shall on demand produce documentary proof thereof to SingPost. In this respect, the Applicant shall comply fully with the terms and conditions as stipulated by the Authorities.
- 5.2 SingPost reserves the right to refuse entry to The SingPost Auditorium any person whose presence is, in the opinion of SingPost, undesirable. In this, good order and decency in The SingPost Auditorium are preserved.
- 5.3 The Applicant shall permit SingPost's authorized officers to enter The SingPost Auditorium at all reasonable times.
- 5.4 The Applicant shall comply with any fire and safety precautions required and shall not obstruct the passageways, emergency exits, fire hoses and extinguishers in The SingPost Auditorium.
- 5.5 The Applicant shall ensure that no food or drinks are consumed or brought into The SingPost Auditorium. The Applicant is liable for any damage to the equipment, furniture or fittings, etc.
- 5.6 The Applicant shall only use the audio and visual reproduction or audio amplification equipment belonging to SingPost and shall pay SingPost the required tariff charges. The Applicant shall in no circumstances use his own equipment without prior written consent of SingPost.
- 5.7 Nails, adhesives, thumbtacks and such like materials shall not be used on any part of The SingPost Auditorium unless approved by SingPost. If approved, the Applicant shall be liable for any damage arising out of such use. Goods, equipment, furniture and such like articles should be properly handled and the Applicant shall be liable for any damage to the floors or other parts of The SingPost Auditorium.
- 5.8 The Applicant shall not sell or distribute or permit to be sold or distribute tickets or passes or admit or permit to be admitted a number of persons in excess of the seating capacity prescribed by SingPost.
- 5.9 No person including the Applicant's personnel shall handle the stage lighting and sound appliances or operate any other related equipment belonging to SingPost unless authorised by SingPost.

6. INSURANCE

6.1 The Applicant shall in the joint names of SingPost and the Applicant (or have SingPost specified as an additional insured party or as otherwise specified by SingPost) take out and maintain at Applicant's own cost and expense for the duration of the rental of The SingPost Auditorium a comprehensive public liability insurance policy against claims for personal injury, death or property damage or loss arising out of the use of The SingPost Auditorium for the amount of **\$\$1 million** (or such other



amount as SingPost may specify from time to time without limit on the number of claims, as well as such other insurances in such manner and amount as SingPost may require from time to time including, without limitation insurance against damage to all plate glass, fixtures, fittings, installations equipments and appliances of SingPost at The SingPost Auditorium which the Applicant is obliged herein to keep in good order and condition.

- 6.2 The Applicant shall not at any time during the duration of the rental of The SingPost Auditorium do or permit or suffer to be done any act matter or thing upon The SingPost Auditorium whereby any insurances taken by SingPost or the Applicant may be voidable or whereby the rate of premium on any such insurances may be increased.
- All policies of insurance liable or required to be effected by the Applicant hereunder shall be taken out with an insurance office or company approved by SingPost. The Applicant shall ensure that all such policies of insurance must include the usual cross-liability clause and a provision for waiver of subrogation against SingPost and there will be no cancellation or reduction of coverage without the prior written consent of SingPost. The Applicant shall if required by SingPost forthwith produce to SingPost the policies of insurance and the receipts prior to the commencement of the event for the current premium payable under such policies.

7 INDEMNITY AND SINGPOST NOT LIABLE

- 7.1 SingPost shall under no circumstance, make good or accept any responsibility or liability arising in respect of any damage, theft or loss of any property, goods, articles or things deposited or left in The SingPost Auditorium by the Applicant or any other person in one way or other connected to the Applicant.
- 7.2 The Applicant shall indemnify and keep indemnified SingPost in full from and against all loss and damage to The SingPost Auditorium and all property caused directly or indirectly by the Applicant, his employees, agents or his contracted suppliers. SingPost shall undertake repair and rectification of such damage and bill the Applicant accordingly.
- 7.3 SingPost shall not be liable for any loss due to any circumstances beyond the control of SingPost and any act of God which may cause The SingPost Auditorium to be temporarily closed, hiring interrupted or cancelled.
- 7.4 The Applicant shall be entirely responsible for the use of his own equipment and stage properties or such like articles and shall be liable for all claims for injuries suffered by persons in connection with such use.



- 7.5 Notwithstanding anything herein contained SingPost shall not be liable to the Applicant or to any of the Applicant 's Occupiers for, nor shall the Applicant have any claim against SingPost in respect of:-
 - (a) any interruption in or failure to provide The SingPost Auditorium by reason of repair or maintenance work or damage or destruction or mechanical or other defect or breakdown or by reason of any circumstances beyond the SingPost's control (including but not limited to fire, flood, act of God, riot, civil commotion, curfew, emergency, labour disputes or shortage of manpower, fuel, materials, electricity or water):
 - (b) any damage, injury or loss of life or property resulting from short circuit of electrical wiring, explosion, falling plaster, escape of water, or the leakage or defect of the conducting media in, or the structure of, The SingPost Auditorium, the Singapore Post Centre or any part thereof;
 - (c) any damage, injury or loss of life or property due to any accident or circumstances whatsoever occurring at The SingPost Auditorium, the Singapore Post Centre or in any part thereof;
 - (d) any act, omission, default, misconduct or negligence of any porter or attendant or other servant or employee or contractor or agent or architect or engineer or other consultant of SingPost in respect of The SingPost Auditorium, the Singapore Post Centre or any part thereof:
 - (e) any damage, injury or loss of life or property caused by other tenants or any independent contractor or any persons, or from any occurrence at any other premises, within The SingPost Auditorium, the Singapore Post Centre or any part thereof;
 - (f) any diminution or obstruction of light, air or view by any building or structures that may be erected within or adjacent to The SingPost Auditorium or any part thereof; and
 - (g) any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by the Applicant in connection with the booking and rental of The SingPost Auditorium whether during or after the term of the agreement.

8 GENERAL

- 8.1 The Applicant and his employees shall comply with all the terms and conditions stipulated from time to time by SingPost in relation to The SingPost Auditorium.
- 8.2 SingPost reserves the right to waive, add, amend or cancel any of the terms and conditions relating to the rental of The SingPost Auditorium with prior notice to the Applicant.



9 MAXIMUM LIABILITY

9.1 Notwithstanding any other representations or any other provision in this Terms and Conditions, the aggregate cumulative liability of the Applicant to SingPost for all claims in contract (including indemnities), tort (including negligence) or breach of statutory duty or otherwise whosoever and whatever the cause thereof, arising by reason of or in connection with the agreement with the Applicant, shall be limited to the total amount of rental payable by the Applicant, subject to strict proof.