
Terms and Conditions of Event Space(s)

The following terms and conditions shall apply to persons, firms, companies or organizations (each of which is herein called “the Applicant”) applying for the use of event space(s) in the ABC Waters sites (“the Space”) for the holding of any meetings, conferences, performances, etc. (“the Event”).

1 Usage of Space

- 1.1 The Space shall not be used for any purpose or in any manner which in the opinion of PUB (in this regard, the opinion of PUB shall be final, conclusive and binding on the Applicant or Applicant) may become a nuisance, cause complaints from the public, cause a threat to any person's life or safety.
- 1.2 PUB reserves the right to terminate the whole or any part of the Event which it deems unacceptable and no claims for damages, losses, costs, expenses, or otherwise, whatsoever shall lie against PUB or the Government on account of such termination.
- 1.3 The Space shall not be used for any gathering or activity, which in the absolute opinion of the Government is deemed to be political, religious or illegal in nature, or which relates, directly or indirectly, to any political or religious belief or to politics (domestic or otherwise) or religion generally, or which may cause feelings of enmity, hatred, ill-will or hostility between different racial or religious groups in Singapore or affect Singapore's relations with other countries.
- 1.4 The Applicant and all persons shall, during the use of the Space and during such other times as they shall be in the Space, comply with all the conditions stated in Code of Conduct and Terms and Conditions.
- 1.5 The Applicant shall, if necessary, ensure that there is reasonable room within the Space for the general public to access other areas in the site. Such arrangements will be done to the satisfaction of PUB. The

Applicant shall also ensure that his employees, agents, contractors and guests at the Space and all other persons participating in the Event give reasonable room within the Space for the general public to access other areas at the site.

1.6 The Applicant shall be fully responsible for:

- a) ensuring that the Space is kept clean at all times, from the commencement of setup works to the conclusion of teardown works collecting and removing all refuse and waste arising from the Event at the Applicant's own cost and expense prior to the End Date and Time stated in the Application.
- b) engaging their own contractors, suppliers, caterers and other requirements for the Event;
- c) ensuring that no damage is done to the flooring, trees, shrubs, turf, fittings and fixtures or any other parts of the Space arising from the Event.
- d) ensuring that sound volume is kept below 65 decibels at all times;
- e) ensuring that no advertisement/publicity materials such as banners, signs and placards are placed in any part of the Space without the prior written approval of PUB;
- f) not asking for donations from the public without the prior written approval from PUB and the relevant authorities;
- g) ensuring that all persons involved in the Event do not smoke at the Space.
- h) conducting all setup works and teardown works for the Event at the Space between 9am to 6pm on the dates approved by PUB for these purposes. The Applicant shall comply with the timings for the Commencement Date and End Date of the Event unless otherwise approved by PUB in writing.

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- i) setting up the staging marquees, backdrops, lightings, fixtures, audio systems, tables, chairs and any other equipment, furniture and apparatus (“the Installations”) at the Space approved by PUB in the Application. The Applicant shall ensure that all passageways, driveways, doors and emergency access points (including but not limited to fire engine access routes) within the site and the Space are unobstructed and that the Installations do not interfere with pedestrian or vehicular traffic flow within the site. The Applicant shall ensure that there is sufficient space at the Space for pedestrians, cyclists and vehicles to use during the setup works and teardown works for the Event.
 - j) all acts and/or breaches of PUB Regulations and/or Terms & Conditions by his employees, contractors and any other persons involved in the preparation and execution of any activities in connection with the Event.

2 Security

- 2.1 The Applicant shall be entirely responsible for the security and insurance coverage of the Event, its exhibits, and properties.
- 2.2 The Applicant shall be entirely responsible for crowd control and shall take all necessary precautions and make all necessary arrangements to ensure orderliness during the Event.
- 2.3 The Government and PUB shall not be liable for any damage, loss (including loss of profit and consequential loss), injury or death howsoever caused and suffered due to or arising from or in connection with the use of the Space by the Applicant.

3 Insurance, Liability and Risks

- 3.1 The Applicant shall be entirely responsible for his own exhibits, equipment and properties and such like articles and shall be fully liable for claims for any damage, loss, injury or death suffered by reason of or arising from or in connection with his use of those exhibits, equipment, properties and articles.
- 3.2 The Applicant shall indemnify and keep PUB and the Government fully indemnified from and against all claims, demands, actions, losses, costs and expenses (including costs on a solicitor and client basis) of any nature whatsoever which PUB or the Government may suffer or incur in connection with loss of life, personal injury and/or damage to property howsoever caused arising from or in connection with the Event and the use of the Space by the Applicant, his employees, Applicant, agents or invitees, for the Event including the setup works and teardown works.
- 3.3 Without excluding, limiting or in any way affecting the Applicant's obligation and liability to indemnify PUB and the Government under Clause 3.2, the Applicant shall at his own cost and expense take out and maintain all appropriate insurances including an adequate public liability insurance policy (with a registered insurer as defined under the Insurance Act (Cap 142)) in the name of PUB and the Government as the insured against claims for personal injury, death or property damage or loss arising out of or in connection with the Event and the use of the Space by the Applicant, his employees, Applicant, agents or invitees, and adduce a copy of the same for PUB's perusal and inspection on demand. The adequate public liability insurance policy shall commence from the Commencement Date till the End Date of the Event.

4 Approvals, Permits and Licenses

- 4.1 Where necessary, the Applicant shall ensure that the Event has been duly approved by the relevant authorities and shall submit documentary

proof thereof to PUB at least 14 days (unless agreed by PUB) before the Commencement Date and Time of the Event. If such approvals are not obtained and submitted to PUB within the said time period, the Event shall be deemed to be cancelled and/or ineligible to be held in the Space.

- 4.2 The Applicant is responsible for obtaining the necessary licenses and permits from the relevant authorities for the Event (which may include but not limited to permission from the Public Entertainment Licensing Unit, Singapore Police Force, Singapore Civil Defence Force, National Environment Agency and/or the Building & Construction Authority), failing which the Event shall be deemed to be cancelled and/or ineligible to be held in the Space. PUB and the Government reserve the right to request the Applicant or the Applicant to furnish proof of the license or permit obtained by the Applicant or the Applicant at any time after the submission of the Form, failing which the application may be rejected or if approval is granted, the approval may be revoked. The Applicant shall ensure that the license or permit shall remain valid for the duration of the Event.
- 4.3 The Applicant shall comply with all the requirements of the relevant authorities including but not limited to the Urban Redevelopment Authority, Land Transport Authority, National Parks Board and PUB.

5 Setup and Teardown

- 5.1 The Applicant shall set-up an appropriate number of suitable warning signs and cordon off the work areas during setup works and teardown works.
- 5.2 The Applicant shall comply with all safety requirements for setup works and teardown works for the Event, including the requirements of the Workplace Safety and Health Act (Cap 354A) where applicable.

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- 5.3 The Applicant shall provide adequate protection to the floor and other existing structures of the Space during setup works and teardown works. The base of any additional structure must be padded with carpet, rubber, or such protective covering when necessary to prevent scratching or damaging the floors.
- 5.4 The Commencement Date of the Event shall be in accordance with the layout plan as approved in writing by PUB, which layout plan shall be submitted by the Applicant to PUB for approval as part of the application. Any structure set up otherwise will be removed by PUB without notice and all cost incurred in such removal shall be borne by the Applicant.
- 5.5 Vehicle entry into the site shall only be permitted along a route approved by PUB. Entry of vehicles into the site shall only be permitted from 9am to 6pm [daily] unless otherwise approved by PUB. The Applicant shall submit all his vehicle numbers and entry schedules to the Space in advance to PUB for its approval.
- 5.6 All property belonging to the Applicant must be removed from the Space immediately on termination, expiry or cancellation of the Approval. PUB reserves the right to sell, dispose or destroy as it may think fit any property so left behind by the Applicant. Any costs incurred in so doing shall be borne by the Applicant. No claim of damages, losses, costs, expenses, or otherwise whatsoever shall lie against PUB on account of such sale, disposal or destruction.
- 5.7 The Applicant shall make good all damage to the Space arising or resulting from the setup works and teardown works, at his own cost and expense. Any damage caused to the Space, existing structure and fittings, etc., by the Applicant, his representatives or any persons in connection with the Event shall be rectified by the Applicant at his own cost and expense within seven (7) days from the End Date and Time of

the Event, failing which PUB shall proceed with the rectification works. The costs incurred by PUB in so doing shall be borne by the Applicant.

6 Electrical Requirements

- 6.1 If the Applicant requires power supply, they will need to bring their own generator. The generator shall be located away from the reservoir and waterway. 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.
- 6.2 The mobile generator, if any shall be located away from the reservoir/waterway and shall be placed within a containment structure to prevent oil spillage.
- 6.3 The Applicant's LEW shall submit the single-line drawings for his electrical requirements for the Event (including during the setup works and teardown works at the Space) to PUB's appointed Licensed Electrical Worker (LEW) for approval to tap on the electrical points for the space at Sungei Pandan Kechil and Kallang River (Bishan Rd to Braddell Rd) that allow tapping of electricity. The appointed LEW will charge a fee for onsite energizing services. The Applicant shall engage his own LEW and be present at the Space for the energizing services. The electrical utilities consumed by the Applicant for the Event (including during the setup works and teardown works at the Space) are chargeable separately on the Applicant by PUB based on the equivalent rates published by the Singapore Power Grid. The Applicant shall make payment within 2 weeks upon received of the invoice from PUB.

7 Termination of Event

- 7.1 In the event of breach or non-performance by the Applicant of any of the Terms and Conditions herein mentioned, the Government shall have the right to cancel this approval for the use of the Space and the Applicant shall vacate the Space immediately.
- 7.2 The Government reserves the right to immediately halt any activity which it deems necessary to do so, or to require the Applicant and his employees, agents, contractors and guests at the Space and all other persons participating in the Event to immediately leave the Space if, in its opinion, any of the Terms and Conditions herein mentioned have been breached, are breached or may be likely to be breached or if the Applicant (or his employees, agents, contractors and guests at the Space and all other persons participating in the Event) has caused, is causing or may be likely to cause embarrassment, nuisance or annoyance at the Space or its surrounds.

8 General

- 8.1 The Applicant undertakes to procure that all his sub-Applicants, agents, employees, contractors and any other persons involved in the preparation and execution of any activities in connection with the Event agree to abide by all the Terms and Conditions listed.
- 8.2 PUB and its authorised officers may at any time enter the Space for the purpose of inspection or for any other purpose.