
Marina Barrage
Terms and Conditions for Temporary Occupation Licence 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 Marina Barrage (“the Space”) for the holding of any meetings, conferences, performances, etc. (“the Event”) and a temporary occupation licence (“the Licence”) is granted by the Government of the Republic of Singapore (the “Government”) c/o Public Utilities Board (“PUB”) to successful Applicants (each a “Licensee”) subject to the following terms and conditions.

1 Application

- 1.1 The use of the Space is open for booking by organizations and individuals. For the purpose of Clause 1.3 of the Licence, the Space is categorised into Indoor Space and Outdoor Space.
- 1.2 All applications for use of the Space shall be made through the E-Booking system available from the Marina Barrage website at: <https://www.pub.gov.sg/marinabarrage/venuehirepermits/event> and must be accompanied by the relevant supporting documents as listed on the website. If the application to use the Space is approved, the payment for the use of the Space (“the Licence Fees”) is to be paid through PUB’s E-Payment portal.
- 1.3 Applications have to be submitted at least two (2) weeks (for indoor space) or one (1) month (for outdoor space) before the “Commencement Date¹ and Time” of the Event as stated in the application. A period of up to five (5) working days is required for the processing of the applications.

¹ Commencement Date: Date of handover of the space to the Applicant

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- 1.4 Approval of applications is at the absolute discretion of the Government. Applications are subject to the availability of the Space and will be processed on a first-come-first-serve basis. The Government reserves the right to reject an application for the use of the Space without assigning any reason.
- 1.5 Upon receipt of written approval (Letter of Agreement-:LOA) of the application, the successful Applicant (“the Licensee”) shall make full payment of the **Licence Fees**, and a refundable **Security Deposit** of Singapore Dollars Two Hundred and Fifty Only (\$250) per Indoor Space booked per day and Singapore Dollars One Thousand Only (\$1,000) per Outdoor Space booked per day. All payments of the **Licence Fees and Security Deposit** shall be made through the modes prescribed in Clause 1.2 within fourteen (14) days upon written approval (LOA) or five (5) working days before the Commencement Date of the Event, whichever is earlier.
- 1.6 PUB shall be entitled to make any necessary deductions from or call upon the **Security Deposit** if the Licensee fails to comply with any conditions of the Licence.
- 1.7 Full payment of the Licence Fees and the Security Deposit must be received by PUB within fourteen (14) days upon written approval (LOA) or five (5) working days before the Commencement Date of the Event, whichever is earlier, failing which the application will be rejected.
- 1.8 Upon receipt of payment, any changes of the Commencement Date and Time and End Date² and Time for the Event shall be subject to the approval of PUB, and any cancellation of the approved applications less than 1 month to the original commencement Date of the event shall result in forfeiture of 50% of the licence Fees and less

² End Date: Date of handover of the space to PUB in original condition.

than 2 weeks to the original commencement Date of the event shall result in forfeiture of 100% of the licence Fees

- 1.9 At the close of the Event or the completion of the “Teardown Works”³ under Clause 6 (whichever is later), the Security Deposit shall be returned to the Licensee within 30 days thereafter.
- 1.10 Where the Event would be adversely affected by conditions beyond the Licensee’s reasonable control such as haze (where the air quality pollutant standards index rises above 100 or based on NEA’s advisory), or the outbreak of MERS, H1N1, etc.(based on MOH’s advisory), the Licensee may propose a new Commencement and/or End Dates and Times for the Government’s approval provided that the new date(s) and time(s) fall within 6 months from the approved Commencement and/or End Dates and Times stated in the Form. If the Licensee does not receive approval for the new Commencement and/or End Dates and Times, the Event shall be deemed to be cancelled and the License Fees and the Security Deposit shall be forfeited.

For the avoidance of doubt, the approval for the new Commencement and/or End Dates and Times is subject to the availability of the Space and the Government is under no obligation whatsoever to give its approval to the Licensee or Applicant.

2 Usage of Space

- 2.1 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 Licensee or Applicant) may become a nuisance, cause complaints from the public, cause a threat to any person's life or safety or may in any way be inconsistent with the

³ Teardown work: Disassembling or dismantling removable works relating to the event.

functions and image of the Marina Barrage as a flood control, water supply and lifestyle attraction in the city.

- 2.2 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.
- 2.3 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.
- 2.4 The Licensee 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 of the Licence.
- 2.5 The Licensee shall, if necessary, ensure that there is reasonable room within the Space for the general public to access other areas in the Marina Barrage. Such arrangements will be done to the satisfaction of PUB. The Licensee 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 in the Marina Barrage.
- 2.6 The Licensee 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 teardownⁱⁱⁱ works collecting and removing all refuse and waste arising from the Event

from the Space at the Licensee's own cost and expense prior to the End Date and Time stated in the Application.

- b) engaging their own contractors, suppliers, caterers and professional sound and electrical engineers and sound equipment 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 within the acceptable range of 60 – 80 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. Smoking is only allowed at the smoking areas designated by PUB.
- 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 Licensee shall comply with the timings for the Commencement Date and End Date the of Event unless otherwise approved by PUB in writing.
- 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 Licensee shall ensure that all passageways, driveways, doors and emergency access points (including but not limited to fire engine access routes) within the Marina Barrage and the

Space are unobstructed and that the Installations do not interfere with pedestrian or vehicular traffic flow within the Marina Barrage. The Licensee 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. If required by PUB, the Applicant shall attend a brief conducted by PUB so as to familiarise himself with the boundaries and limitations of the Space approved for the Event and other works.

- j) all acts and/or breaches of the Licence by his sub-licencees, agents, employees, contractors and any other persons involved in the preparation and execution of any activities in connection with the Event.

3 Security

- 3.1 The Licensee shall be entirely responsible for the security and insurance coverage of the Event, its exhibits and properties.
- 3.2 The Licensee shall be entirely responsible for crowd control and shall take all necessary precautions and make all necessary arrangements to ensure orderliness during the Event.
- 3.3 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 Licensee.

4 Insurance, Liability and Risks

- 4.1 The Licensee 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.

- 4.2 The Licensee 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 Licensee, his employees, licensee, agents or invitees, for the Event including the setup works and teardown works, and any breach or non-observance by the Licensee of any of the provisions of the Licence.
- 4.3 Without excluding, limiting or in any way affecting the Licensee's obligation and liability to indemnify PUB and the Government under Clause 4.2, the Licensee 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 Licensee, his employees, licensee, 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.
- 4.4 While the building in Marina Barrage is certified to have adequate lightning protection, PUB and the Government will not be held responsible for any personal injury, death or property damage resulting from the Event being held on the rooftop of the building. It is the responsibility of the Licensee to take out additional rooftop

lightning protection if he deems fit, and observe all lightning safety and evacuation drills when the lightning alarm system on the rooftop is activated (including but not limited to evacuating all persons on the rooftop to the sheltered areas in the Marina Barrage).

5 Approvals, Permits and Licenses

- 5.1 Where necessary, the Licensee shall ensure that the Event has been duly approved by the relevant authorities and shall submit documentary proof (as required in the Form) 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 and the License Fees and the Security Deposit shall be forfeited.
- 5.2 The Applicant or the Licensee is responsible for obtaining the necessary licences 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 and the License Fees and the Security Deposit shall be forfeited. PUB and the Government reserve the right to request the Applicant or the Licensee to furnish proof of the licence or permit obtained by the Applicant or the Licensee 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 or the Licensee shall ensure that the licence or permit shall remain valid for the duration of the Event and if, for any reason, any such licence, permit, approval or authorisation is withdrawn, suspended, revoked,

terminated or varied in any manner whatsoever, the Applicant or the Licensee shall without demand immediately give notice to PUB together with a copy of any document evidencing such withdrawal, suspension, termination or variation. For the avoidance of doubt, in such event, PUB shall be at liberty to revoke and/or withdraw its approval to the Licensee's use of the Space for the Event and reserves its right to exercise all or any of its rights or remedies under the Licence and at law.

- 5.3 The Licensee 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.

6 Setup and Teardown

- 6.1 The Licensee shall be charged 50% of each space use per day per space for setup works and teardown works for the Event.
- 6.2 The Licensee shall set-up an appropriate number of suitable warning signs and cordon off the work areas during setup works and teardown works.
- 6.3 The Licensee 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.
- 6.4 The Licensee shall submit the technical drawings with a Qualified Engineer's endorsement for any structural setup that is above four (4) meters in height or as required by PUB before the Commencement Date.
- 6.5 The Licensee 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.

- 6.6 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 Licensee to PUB for approval by [state deadline]. Any structure set up otherwise will be removed by PUB without notice and all cost incurred in such removal shall be borne by the Licensee.
- 6.7 Vehicle entry into Marina Barrage shall only be permitted along a route approved by PUB. Entry of vehicles into the Marina Barrage shall only be permitted from 9am to 6pm [daily] unless otherwise approved by PUB. The Licensee shall submit all his vehicle numbers and entry schedules to the Space in advance to PUB for its approval.
- 6.8 All property belonging to the Licensee must be removed from the Space immediately on termination, expiry or cancellation of the Licence. PUB reserves the right to sell, dispose or destroy as it may think fit any property so left behind by the Licensee. Any costs incurred in so doing shall be borne by the Licensee. No claim of damages, losses, costs, expenses, or otherwise whatsoever shall lie against PUB on account of such sale, disposal or destruction.
- 6.9 The Licensee shall make good all damage to the Space arising or resulting from the previously mentioned setup works and teardown works, at his own cost and expense.

7 Electrical Requirements

- 7.1 The Licensee'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 Work (LEW) for approval. The appointed LEW will charge a fee for onsite energizing services. The Licensee shall engage his own

LEW and be present at the Space for the energizing services. The electrical utilities consumed by the Licensee for the Event (including during the setup works and teardown works at the Space) are not included in the Licence Fees and are chargeable separately on the Licensee by PUB based on the equivalent rates published by the Singapore Power Grid.. The licensee shall make payment within 2 weeks upon received of the invoice from PUB. The Licencee may make payment by way of a crossed cheque sent by post and made payable to “Public Utilities Board”, addressed to Finance Department, 40 Scotts Road, #08-01, Environment Building, Singapore 228231.

8 Handover of Space

8.1 A joint inspection of the Space shall be arranged with the Licensee prior to the Commencement Date and upon the End Date of the Event. The Licensee shall be liable for any damage to the flooring, trees, shrubs, turf, fittings and fixtures or any other parts of the Space arising from the Event. Any damage caused to the Space, existing structure and fittings, etc., by the Licensee, his representatives or any persons in connection with the Event shall be rectified by the Licensee 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 Licensee.

8A Prohibition against Letting, Subletting, Transfer and Assignment

8A.1 The Licensee shall not let or sublet to any other person or persons the whole or any part of the Space, or part with or share possession of the whole or any part of the Space, except with the prior written consent of the Government.

8A.2 The Licensee shall not transfer or assign the Licence, or any of its rights or obligations under the Licence, in any manner whatsoever without the prior written consent of the Government.

9 Termination of Licence

- 9.1 In the event of breach or non-performance by the Licensee of any of the Terms and Conditions herein mentioned, the Government shall have the right to terminate the Licence for the use of the Space and the Licensee shall vacate the Space immediately, in which case all sums paid in relation to the Event shall be forfeited.
- 9.2 In addition to the provisions of Clause 9.1, the Government may in their absolute discretion at any time during the holding of the Event and without assigning reasons, terminate the Licence for the use of the Space by notice in writing to the Licensee. Upon receipt of such notice, the Licensee shall vacate the Space immediately. Upon vacation, PUB shall refund the Licensee the balance of the sums paid after deducting the pro-rated Licence Fees and other charges. The Licensee agrees that in the event of such determination, the Licensee shall have no claim whatsoever against the Government or PUB for damages, losses, costs, expenses or otherwise whatsoever.
- 9.3 Without prejudice to the generality of Clause 9.2, the Government reserves the right to immediately halt any activity which it deems necessary to do so, or to require the Licensee 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 Licensee (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.

- 9.4 For the avoidance of doubt, no failure or delay on the part of the Government or PUB in exercising any power or right under the Licence 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.

10 General

- 10.1 The Licensee undertakes to procure that all his sub-licensees, 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 of this Licence.
- 10.2 (a) The Government may vary the Terms and Conditions of the Licence at any time in such manner as the Government deems fit and such changes may be notified to the Licensee by PUB either in writing or by publication thereof or by any other means as PUB may select and such changes so notified to the Licensee will be effective from the date specified by the Government.
- (b) If the Licensee does not accept any such changes, the Licensee may, within three (3) days after PUB has given such notice, terminate the Licence with immediate effect.
- (c) If PUB does not receive the Licensee's notice of termination under sub-paragraph (b) above within seven (7) days after PUB has given such notice of any changes in the Terms and Conditions of the Licence, the Licensee shall be deemed to have accepted and agreed to such changes without reservation.
- 10.3 Save for the rights of PUB to enjoy the benefit of or enforce the provisions of this Licence in accordance with the provisions of the of

the Contracts (Rights of Third Parties) Act, a person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act to enforce any term of this Licence.

10.4 PUB and its authorised officers may at any time enter the Space for the purpose of inspection or for any other purpose.

11 Governing Law

11.1 The Licence shall be subject to, governed by, and interpreted in accordance with the laws of the Republic of Singapore for every purpose. The parties irrevocably submit to the exclusive jurisdiction of the Singapore courts.
