

TERMS AND CONDITIONS GOVERNING THE USE OF SIFAS FACILITIES

Opening Hours

Monday to Sunday: 9 am to 9 pm

Contents of the Event

1. The Hirer shall take all necessary steps to ensure that:

- a. All necessary licenses and approvals for the Event have been obtained, a soft/hard copy of the license/approval must be given to the Management prior to the commencement of the Event;
- b. All applicable payments have been duly made in full before the event. For bookings more than one month away, payment has to be made in full at least 14 business days before the event; for bookings less than one month away, payment has to be made in full at least 7 business days before the event.
- c. The Event will not in any way infringe the rights including intellectual property rights of any third party;
- d. The Event will not:
 - i. Erode the core moral values of society including but not limited to the promotion of permissive lifestyles and depictions of obscenity or graphic sexual conduct;
 - ii. Denigrate or debase any person, group or class of individuals on the basis of race or religion, or serve to create conflict or misunderstanding in Singapore's multi-cultural and multi-religious society
 - iii. Disparage or demean government bodies, public institutions or national leaders and/or subvert national security or stability;
 - iv. Be offensive or obscene in nature or derogatory or defamatory to any third party or bring any dispute to or prejudice SIFAS in any way whatsoever.
- e. Any remedial action required by the Management in response to requests from statutory authorities (eg: NAC, MCCY) must be taken immediately and with no legal or financial liability being attributed to SIFAS;
- f. The Hirer shall indemnify Singapore Indian Fine Arts Society against all claims, demands, actions and proceedings arising out of any infringement of copyright on the unauthorised playing, performing or use of any record, tape, apparatus or contrivance occurring during the period of hire of the premises.
- g. The Event does not contravene the laws of the Republic of Singapore

Proper Care for Artworks and General Property

1. The Hirer is to treat all artworks within the premises of SIFAS with respect and care. Artworks are not to be tampered with at any time. Hirers will be fully liable for any damages or irresponsible actions pertaining to the artworks that are caused by them.
2. The Hirer is to treat the venues and general premises within SIFAS with care and responsibility, and not to carry out any activities that may cause damage (eg, stickers on wall/beams which may peel paints).

Payment

3. The payment terms are as follows:

- All the rates are subject to GST. The Management reserves the right to change the rates for the venue(s) without prior notice.
- Should any equipment or property at the Venue are broken, damaged or lost, or should any damage be done to the Venue, and the opinion of the Management shall be final, conclusive and binding on the Hirer:
 - The Management reserves the right to charge the Hirer the cost incurred to repair the damages.
- Should additional resources be used or should the event exceed the initial booking time on the day of, the Hirer shall borne the additional charges incurred post the event.

All payment to SIFAS to be made via online bank transfer

SIFAS Bank Details:

Name: DBS

Account Number: 025-901550-3

Type: Autosave Account

Branch Code: 7171 - 025

Booking and Cancellation of Venue

4. All venues booked under the Agreement will be automatically released and the acceptance of the Agreement is deemed void if the payment is not received within seven (7) business days or within fourteen (14) business days for bookings that are more than a month away after the issue of the first invoice (based on the invoice date).

5. However, the Rental and Services fees will be refundable in part or in whole, if:
- a. The cancellation by the Hirer is done 7 days prior to the event; and / or
 - b. The Venue has not been utilised at all by the Hirer; and / or
 - c. The Management and the Hirer have come to an agreement regarding the utilisation of the Venue for rehearsals and / or for any other reasons and the payment necessary thereof

The return of payment, in part or in whole, will be made within 3-5 working days after the receipt of a written cancellation and / or after the receipt of a written agreement on repayment amount between the Management and the Hirer, whichever comes later.

6. The Management reserves the right to advance, defer, terminate or cancel any confirmed venue bookings in the event where supervening circumstances make it necessary for the Management to do so. In such an event, the Management will endeavour to give the Hirer as much notice as reasonably practicable. The Management will refund the amount paid by the Hirer if the Management cancels the booking or the Hirer declines a rescheduling of the dates. Save as aforesaid, the Management shall not have any liability to the Hirer for any loss or damage arising from the exercise of the rights herein.

7. The venue shall not be used for any purpose or in any manner which in the opinion of the Management may become a nuisance or may give cause for complaint from other occupants of the building or the public. In this regard, the opinion of the Management shall be final, conclusive and binding on the Hirer. The Management shall have the right to terminate the whole or any part(s) of the event which it deems unacceptable and no claims for damages, losses, costs, expenses or otherwise whatsoever shall lie against Arts House Ltd on the account of such termination

Food & Beverage Catering

8. Food and beverage is not permitted to be consumed during the event.

9. The Management requires the Hirer to cater only vegetarian food and / or in the premises.

10. The usage of other rooms for holding a reception or for catering food is chargeable. The Hirer must inform the Management and book the reception room along with the venue booking in case they would like to cater food / refreshments.

11. The Management reserves the right to refuse the catering of food and/or refreshments / beverages without prior notice due to their own standard operating procedures.

Manpower Charges

12. Hirer will bear the charges for technician's services within Hirer's booking time and/or rehearsal. Additional overtime charges apply if technician's service is needed after Hirer's booking time.

13. The payment for the audio and light Manager must include any rehearsals, usage of the venue for blocking and / or any other technical trials in the space prior to the event.

Disposal of Bulky Materials / Waste

14. The Hirer shall make their own arrangement to dispose of bulky items such as crates, props, flower stands, furniture, equipment etc outside of SIFAS. If these bulky items are left within the premises of SIFAS after the event, the Management will engage necessary contractor(s) to dispose of the items. All disposal costs will be borne by the Hirer. The additional payment is to be made within five (5) business days after being informed of the disposal cost.

Note: The above terms and conditions and rates are subject to change without prior notice.

Conditions and Restrictions

15. No person other than the authorized staff of SIFAS shall be permitted to remain at the Venue after the closing hours.

16. Except during the hours of any performance/event, no person shall be admitted to the Venue unless on official business.

17. The Management may refuse admission to any person who in his opinion is likely to cause embarrassment or annoyance to other users/patrons of the Venue.

18. The Hirer shall observe the rental time of the commencement of the performance/event and shall vacate the Venue on or before the expiry date and time of rental of the Venue.

19. The Management will not permit any storage of items belonging to the Hirer after the expiry date and time of the rental of the Venue.

20. Intoxicating or other liquors, beverages and food shall not be consumed at the Venue other than in the place and space allocated for such purpose.

21. Cooking is not allowed in any part of the Venue.

22. No smoking or striking of matches/gas lighters will be allowed in the rented Venue except when they are necessary for the business of the performance/function, in which case, approval needs to be obtained from the Management. If the approval is given, sufficient suitable receptacles shall be provided by the Hirer for the purpose of depositing matches, cigarette ends and pipe refuse. No naked fire shall be allowed at the Venue.

23. Screws, nails, masking tape, double-sided tape, or any devices of any description likely to deface the walls, floors or ceilings are not allowed to be used on any part of the

Venue.

24. All materials, goods, equipment, etc shall not be dragged in the Venue. For heavy loads, trolleys with rubber castors are to be used.

25. No advertising materials (such as banners and posters) or decorative materials shall be permitted on or around the Venue without the prior approval of the Management.

26. All sceneries, draperies, cloths of any description, floral decorations, curtains, etc to be used in a performance/event shall be rendered flameproof.

27. Hirer must be an approved scaffold contractor if erecting, re-positioning, altering, maintaining, repairing or dismantling of the scaffold in Blackbox is required. Further details can be found at Workplace Safety and Health (Scaffolds) Regulations 2011 (<http://www.mom.gov.sg/workplace-safety-and-health>)

28. Hirer is required to comply with the Code of Practice for working safely at heights as regulated by Workplace Safety and Health Council (<https://www.wshc.sg>)

29. The seating arrangements at the Venues may not be altered without the prior approval of the Management.

30. All passageways and means of exit at SIFAS shall be kept clear.

31. Over-amplification of sound by electronic devices that may cause annoyance to other users of the Venue, tenants and patrons at SIFAS and the residents around is strictly prohibited.

32. No unauthorized person shall, without the consent of the Management,
a) be admitted to the Storerooms, Technical Control Rooms or other non - public spaces at SIFAS;
b) handle the stage technical appliances/equipment, or operate the stage - lighting consoles, sound reinforcement consoles, curtain controls and the air- conditioning plants have access to or play any instruments.

33. No electrical apparatus or fittings of any kind shall be attached to, or used in conjunction with the existing electrical switchgears or fittings without the prior permission of the Management. If permission is given, the Hirer shall comply with the relevant authorities' requirements and install them at his own expense.

34. No audio or video recording, filming or still photography shall be taken during a performance/function except with the permission of the Hirer and with the prior consent of the Management.

35. No Hirer shall have control over any staff of SIFAS. Any disagreement with any member of the staff or misbehaviour on the part of the staff shall be reported to the Management who will thereafter deal with the matter.

36. Giving of gratuities to staff members of SIFAS is strictly prohibited.

37. The Hirer shall not be entitled to any refund of the rental charges or to any compensation under any circumstances unless otherwise provided for. However, if any major breakdown should occur resulting in non-supply of electricity to SIFAS for more



than four hours whilst the hired Venues is being used by the Hirer, the rental charges of any appropriate part thereof affected by the electrical breakdown may be refunded provided that the function is cancelled due to such breakdown.

38. The Hirer must reset and reinstate all lights, switches and equipment in the SIFAS Annexe back to their original settings and position as was handed over to the Hirer by the Management. Should this not be done or not satisfactorily completed in the handover back to the Management, the Management reserves the right to debit the cost of reinstatement of all equipment back to their original settings and position from the Hirer.

Bookings

39. Bookings are made strictly between the Management and the Hirer, and are not transferable by the Hirer to anyone.

40. During the course of the booking (s), the following procedures must be adhered to:

- a) All venues booked under the Agreement and for the stated booking hours must be adhered to during the event.
- b) The Management reserves the right to consider only email communications between the Hirer and the Management as official and binding.
- c) The Hirer must sign in and sign out of the space to maintain the time-log. The rental is applicable as soon as the Hirer signs into the venue.
- d) The booking includes the complimentary usage of the Green Room. Additional usage of the Green Room prior to and / or post the event is chargeable at an hourly rate. Thus, The Hirer must include the usage of the Green Room in the number of hours The Hirer seeks to book the venue.
- e) If the space has been used for longer than the time period stated in the booking and paid for by the Hirer, The Management reserves the right to charge the Hirer for additional usage of the Venue.
- f) If additional resources were used by the Hirer that was not included in the booking, The Management reserves the right to charge the Hirer for additional usage incurred.
- g) The Management / the staff-in-charge must conduct a thorough check-up of the Venue before the start of the booking and at the end of the booking with the Hirer. If any property is found damaged after the booking, the Management reserves the right to charge the Hirer for the same.

41. The Management reserves the rights to cancel, terminate, advance or defer any bookings of the Venue at any time by giving prior notice to the Hirer. The Management will only exercise this right of termination upon extraordinary circumstances such as security matters. In this respect, the decision of the Management shall be final. The Management may in his absolute discretion grant or refuse any application for the use of the Venue without assigning any reason.

- a) In any of the above cases, the Hirer shall be given advance notice as early as possible of the intention to cancel, terminate, advance or defer the bookings. The Management or SIFAS shall not be liable for any loss or damage suffered by the Hirer arising out of or in connection with such cancellation, termination, advancement or deferment of any booking.
- b) Upon cancellation or termination of bookings, any money paid by way of booking fees or security deposit for the whole or part of the period of booking shall be

refunded without interest.

42. It is the duty of the Hirer to ensure and to prove the following has been obtained with respect to the use of the Venue for the purpose of performance, exhibition, function, meeting, seminar, etc

- a) necessary licence(s), permits etc from the relevant authorities
- b) written permission from the copyright owners, if applicable

43. The Hirer shall on request produce the necessary licenses, permits or other documents.

44. The Hirer shall be responsible to pay all copyright royalties, if any, where applicable.

45. The Hirer shall indemnify the Management and SIFAS against all claims, demands, actions and proceedings arising out of any infringement of copyright on the unauthorized playing, performance or use of any record, tape, apparatus or contrivance occurring during the period of rental of the Venue.

Loss or Damage to Properties

46. The storage of properties at the Venue will be at the risk of the Hirer or the owner, and the Management or SIFAS will not be held responsible for any damage or loss by any cause whatsoever.

47. All properties must be removed on or before the expiry date and time of the venue hire unless an extension of the venue hire period is agreed to between the Hirer and the Management, and payment for the extended period made immediately. Failing which, the Management reserves the right to dispose of or to destroy such properties as he may think fit. No claim whatsoever shall be made against the Management or SIFAS on account of such disposal or destruction.

48. No equipment or property shall be altered or modified without the prior written approval of the Management. Should any equipment or property at the Venue be broken, damaged or lost, or should any damage be done to the Venue, the Management reserves the right to charge the Hirer to pay the sum incurred to to make good such damage or loss.

49. The Management or SIFAS shall not be held responsible for any loss of or damage to any properties of the Hirer.

50. The Hirer shall be entirely responsible for the proper and safe setting up of all his props and for the proper working of all his own electrical, mechanical and other appliances. The Management or SIFAS shall not be held liable for any loss or damage including but not limited to any accident or personal injury occurring to the public and/or any person engaged in connection with the work involved with the setting up of such props and the working of such appliances.

Use of the name “SIFAS”, “ANNEXE” or “DHWANI” in any form, including visuals.

51. The Hirer undertakes to exercise due care to ensure the name “SIFAS”, “ANNEXE” or “DHWANI” will not be used, mentioned or reproduced in any of his productions, businesses, products, promotion, advertisements or activities in relation to their hire of the space, that will in the opinion of the public, lower the dignity of the Venue.

52. The Hirer shall not be allowed to use pictures of SIFAS in any form without the prior approval in writing by the Management. If approval is given, the Hirer is required to submit all details of the use, and obtain a written consent for the use.

53. The Hirer shall ensure that all parties working with the Hirer adhere to these Regulations and comply with the directions of the Management.

54. SIFAS reserves the right to waive any of the above Regulations and/or add other provisions into the Regulations.

Severability

55. If any one or more of the provisions contained herein shall be deemed invalid, unlawful, or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired but these Regulations shall be construed as if they did not contain such invalid, unlawful or unenforceable provision.

Exclusion of liability

56. The Management's or SIFAS sole obligation to the Hirer shall be to lease out the Venue to the Hirer. For the avoidance of doubt, the Management or SIFAS shall not be responsible for informing the Hirer of any restriction of access to the Venue, whether by means of public transport, public roads or otherwise, which may, in any way affect the staging of the performance/function by the Hirer during the period of booking of the Venue by the Hirer. In this respect, the Management or SIFAS shall not be liable for any loss or damage suffered by the Hirer or any third party arising out of or in connection with such restrictions of access to the Venue.

Force Majeure

57. No party shall be liable to any party for the failure or delay in performance of these Regulations if and to the extent that such failure or delay is the result of Acts of God, governmental orders or actions, changes in legislation, war (whether declared or not), national emergencies, strikes, lockouts or any other industrial, civil or public disturbances, fire or accident, or any event or circumstances for which the relevant party cannot reasonably be held responsible.

Rights of Third Parties

58. A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

Note: The above regulations are subject to change without prior notice.



We/ I have read the terms and conditions governing the use of the venue and hereby agree to be bound.

We/ I understand that this booking is subject to the confirmation by the management and paying the booking fees and GST.

Signature of Applicant/ Authorized Person

Organization Stamp/ Date

**FOR OFFICIAL USE
CONFIRMATION OF
BOOKING**

We confirm your booking on _____ based on this application form received by / on _____

. Thank you.

For and on behalf of Singapore Indian Fine Arts Society

Date

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