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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 has been approved by NParks for use of the Premises for the Event, and shall include the Applicant's employees, agents and/ or contractors. To avoid doubt, the Applicant shall be deemed the occupier of the Premises during the Event, having
  - i. the charge, management or control of the place during the Event;  
or
  - ii. the use temporarily or otherwise of the place for the purpose of the Event.
- (b) "Application" means the application 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 and, where the context so permits, shall include any set-up and/or tear-down for the Event.
- (d) "Equipment" means any property, goods, article or thing, such as equipment, furniture, stage, marquee, pop-up gazebo, 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) "Managing Agent" means the entity appointed by NParks to manage certain Parks, as the case may be.
- (f) "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 the Commissioner of Parks and Recreation, its officers, employees and agents authorised 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.

- (g) "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.
  - (h) "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.
  - (i) "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. For the purposes of these Terms and Conditions, if approval has been granted to the Applicant to use the Premises, then the Applicant shall be deemed to be in occupation of the Premises during the Event and shall further be deemed to be responsible for all acts or omissions occurring on the Premises during the Event.
  - (j) "Terms and Conditions" means these Terms and Conditions, Specific Terms and Conditions 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 Park.
  - (k) "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 these Terms and Conditions 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 1 calendar month 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, reinstating and removal of the Equipment from the Premises and the Park in the Application.
- 3.3 Where a firm, company, organisation 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, organisation or group of persons to these Terms and Conditions, and the firm, company, organisation 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 authorisation from any relevant authority or organisation for the Event (which may include permission from the Singapore Police Force (in particular, the Public Entertainment Licensing Unit), Singapore Civil Defence Force, National Environment Agency, Department of Public Cleanliness, Civil Aviation Authority of Singapore and the Building and Construction Authority), it shall be the Applicant's responsibility to obtain such licence, approval, permit or authorisation 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 authorisation obtained by the Applicant at any time after the submission of the Application, failing which the Application may be rejected or if approval has been granted, the approval may be revoked. In addition, 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.
- 3.5 The Applicant shall as soon as practicably possible 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.
- 3.6 In making an Application, the Applicant shall provide all required details to NParks, failing which NParks reserves the right to reject the Application. NParks reserves the right to request further details from the Applicant in respect of the Application.

#### **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. 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 The Applicant shall obtain the written approval of NParks if the Applicant wishes to carry out any activity and/or implement any arrangement in relation to the Event, for which NParks did not provide its express approval pursuant to the Application.

## 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 or any activity thereof, may endanger or cause discomfort or inconvenience to other users of the Park,

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 licences, approvals, permits and authorisations mentioned in **Clause 3.4** above without any restrictions or qualifications whatsoever. The Applicant shall ensure that all licences, approvals, permits and authorisations shall remain valid for the duration of the Event and if, for any reason, any such licence, approval, permit or authorisation 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 to be 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 Premises on the alternative date and NParks shall be under no obligation whatsoever to provide any alternative date to the Applicant.

## **6. TERMS AND CONDITIONS OF USE**

- 6.1 The Applicant and all Persons shall, in connection with 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 organising and executing the Event;
  - (b) all matters of safety and the preservation of good order and decency in relation to the Event;

- (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, paths, doors and means of entry or exit, if any, within the Premises, particularly means of access to toilets and shelters, 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 the Event or 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 Event or any activity thereof may endanger or cause discomfort or inconvenience to other users of the Park.
- 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 <https://www.nparks.gov.sg/about-us/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, including those relating to the use of the Premises and/or the Event. 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 Parks 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 NParks. 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 cost 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, in particular, guidelines by the Division of Public Cleanliness ("DPC") for event organisers, on maintaining cleanliness at event sites and the immediate peripheral areas. In this regard, NParks reserves the right to require the Applicant to furnish the document(s) from NEA and/or DPC on their approval or no objection to the proposed event.
- 6.10 The Applicant shall ensure that noise generated from the Event shall be managed at all times and that such noise and any lighting used shall not cause any nuisance, inconvenience, or offense to other park users and residents living in the surrounding areas. Unless otherwise approved by NParks, 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.
- 6.11 Public announcement systems and loud hailers are to be used for announcement purposes only and subject to prior approval from NParks.
- 6.12 In the event that the Event includes any concert or performance, the Applicant shall submit 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 stipulated



in **Clause 6.23** for the duration of the Event. Any sounds (such as music, announcements or speeches) amplified at such rehearsals shall be amplified not more than half the volume it would be broadcasted amplified during the Event. Where there are line-arrayed speakers being used (e.g. speakers erected in a column), all speakers shall be angled to face the ground.

- 6.13 During the course of the Event, the Applicant shall erect an A3-size sign (or any other sizes and specifications as directed) 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) Start Time of Event;
  - (d) End time of Event;
  - (e) Applicant's name and contact number.

### ***Safety***

- 6.14 The Applicant is 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 or NParks' appointed managing agent within 24 hours from the time of the accident and/ or incident.
- 6.15 Unless NParks' approval has been obtained, the Applicant shall not use or permit the use of open fires and/or naked flames in the Premises or at the Park, including but not limited to the use of LPG gas cylinders, refillable gas cylinders, mobile kitchens, or the carrying out of open-fire cooking, barbeques and/ or the burning of charcoal, or any other activity that involve open fire or flames. Further, the Applicant shall also not use or permit the use of smoke or mist machines in the Premises or at the Park.
- 6.16 For the avoidance of doubt, nothing in **Clause 6.14 and 6.15** 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***

- 6.17 The Applicant shall obtain prior approval from NParks for setting up and operating Equipment in the Park. If approval is granted by NParks, the Applicant shall ensure that only authorised persons are allowed to operate the Equipment and such operation does not interfere with pedestrian or vehicular traffic flow to or from or within the Park.
- 6.18 The Applicant shall ensure that all Equipment brought to the Premises by the Applicant or any Person is properly installed and operated in accordance with relevant regulations and is functional and safe.
- 6.19 The Applicant shall familiarise or ensure that its installation contractor familiarises 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.
- 6.20 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 complies 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.
- 6.21 The Applicant shall ensure that the Equipment does not deface or damage any property belonging to or under the care of NParks.
- 6.22 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.
- 6.23 Unless otherwise approved 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**.
- 6.24 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***

- 6.25 Unless otherwise notified by NParks and/or specifically set out in the Specific Terms and Conditions at **Clause 10**, upon the conclusion of the Event, all Equipment shall be dismantled and removed within the day ("Tear-Down Day") and at the time ("Tear-Down Time") indicated in the Application for tear-down after the Event, or the lapse of NParks' approval for use of the Premises, whichever is earlier.
- 6.26 If the Equipment is not dismantled and removed from the Premises by the Tear-Down Day and Tear-Down Time (as approved by NParks) and/or the Premises are not reinstated in accordance with **Clause 6.27**, 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 reserves 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 6.27**. For the purposes of this clause, this fee shall become payable by the Applicant immediately following the conclusion of the Tear-Down Day.
  - (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 6.27**. For purposes of this clause, the administrative fee shall become payable by the Applicant at the conclusion of the Tear-Down Time.

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.

- 6.27 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 and or NEA. 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.

- 6.28 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 and/ or NEA, as the case may be, in any manner and at NParks'/ NEA's 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 and/ or NEA, as the case may be, for any cost and expense incurred by NParks and/ or NEA from such disposal. The Applicant shall, in addition, indemnify NParks and/ or NEA, as the case may be, against any liability or claim by a third party whose property was disposed of by NParks and/ or NEA in the mistaken belief held in good faith (which shall be presumed unless the contrary be proven) that such property belonged to the Applicant.
- 6.29 The Applicant shall note that unauthorised storage of Equipment at the Premises or Park is an offence.

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

- 6.30 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.
- 6.31 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 NEA for food handling.

### ***Prohibitions***

- 6.32 Events and activities that may endanger or cause discomfort or inconvenience to other park users are strictly prohibited.

- 6.33 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.
- 6.34 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 from NParks.
- 6.35 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 NParks 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 such publicity material has not been approved by NParks, the same shall not be used and shall be destroyed immediately at the Applicant’s expense.
- 6.36 The Applicant shall not wash or rinse cutlery or other utensils in the Premises or Park.
- 6.37 Subject to **Clause 7**, entry of vehicles into the Park is strictly prohibited.

#### ***Safe Management Measures relating to Events***

- 6.38 It is solely the Applicant’s responsibility to familiarise himself with the prevailing requirements related to safe management measures, including those as set out in the Covid-19 (Temporary Measures) Act and the Covid-19 (Temporary Measures) (Reopening – Control Order) Regulations, as may be put in force from time to time to halt the spread of Covid-19, and to comply with these requirements.
- 6.39 As the organiser of the Event and occupier of the Premises during the Event, the Applicant shall assume responsibility and liability in the event of the Applicant’s failure to comply with the relevant safe management measures (as may be in force during the Event).

#### ***Pre-event testing***

- 6.40 It is solely the Applicant’s responsibility to familiarise himself with the prevailing requirements related to pre-event testing, including those as set out in the Infectious Diseases (COVID-19 Access Restrictions and

Clearance) Regulations 2021, as may be put in force from time to time to halt the spread of Covid-19, and to comply with these requirements.

- 6.41 As the occupier of the Premises during the Event, the Applicant shall assume responsibility and liability in the event of the Applicant's failure to comply with the relevant requirements related to pre-event testing (as may be in force during the Event).

## **7. 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) Unless otherwise specifically set out in the Specific Terms and Conditions, entry of vehicles into the Parks is permitted only on weekdays between 9.30am and 4.30pm and strictly for loading and unloading purposes only.
  - (b) Unless the prior approval of NParks has been 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, the type of vehicle that will be entering the Park, 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 10 km/h when driving in the Park. All drivers shall drive cautiously, safely and slowly without threatening or jeopardising the safety of any Park user and must give them the right of way at all times.

- (h) Vehicles shall be driven along the designated tracks, or such other tracks as may be permitted by NParks. Driving of vehicles on any turf area is prohibited.
- (i) All vehicles entering the Park must turn on the vehicle's flashing hazard-warning lights or be fitted with an amber rotating lamp, which shall be switched on at all times and prominently displayed on top of the vehicle.
- (j) The Applicant shall employ the services of at least 2 marshals to guide each vehicle and warn Park users to stay away from the moving vehicle. The marshals 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. SPORTS-RELATED EVENTS

- 8.1 The Applicant is advised to perform a safety assessment for the Sporting Events. 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.
- 8.2 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.
- 8.3 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. 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.
- 8.4 Applicants shall deploy marshals to be stationed along the route to advise Event participants to keep to the designated route.



## **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, then 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) HortPark
- (d) Fort Canning Park
- (e) Civic District Parks
- (f) Singapore Botanic Gardens
- (g) Coney Island Park

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 and Lower Seletar 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

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

***HortPark***

10.4 **Clauses 6.13 and 6.15** of the Terms and Conditions do not apply to the use of Premises within **HortPark**.

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

- (a) Payment of Usage Fees shall be made in the following manner:
- (i) For corporate or personal bookings, payment should be made by cashless mode such as bank transfer, PayNow, credit cards, cheque or NETs
  - (ii) For Government entities, the Usage Fees shall be paid upon the issuance of an e-invoice.

Unless otherwise expressly stipulated by NParks, all cheques shall be made in favour of the appointed Managing Agent (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 33 Hyderabad Road Singapore 119578.

- (b) The Applicant shall not scatter flower petals or confetti during the Event or in the Premises.
- (c) 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.
- (d) If the Applicant anticipates more than 500 Persons participating in the Event, the Applicant shall, at his own cost 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.
- (e) Wooden planking shall be used to protect turf surfaces on the Premises if Equipment is brought onto, installed or set up on such turf.
- (f) 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.

- (g) The Applicant shall ensure that any outdoor rehearsals, practises or sound tests are conducted in the period between **9.30am and 9pm** daily.
- (h) Unless otherwise stipulated by NParks, venues are only available for booking between 8am and 10pm.
- (i) If additional time is required, the Applicant will have to make additional booking for the venues the day before or the day after for setting up and tearing down of Equipment Each booking must be made for a minimum of 4 hours in accordance to the time-block stipulated in the “Venue Rental Rates” sheet
- (j) The setting up and dismantling 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 and removal of all other Equipment shall be carried out between **8am and 10pm**.
- (k) 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.
- (l) 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.
- (m) 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. The Applicant shall also ensure that all Persons comply with the no smoking rule in the Premises and Park.

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

10.6 **Clause 6.13** of the Terms and Conditions does not apply to the use of Premises within ***Fort Canning Park***.

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

- (a) For outdoor venues, the Applicant shall –
  - (i) submit the completed Application at least 1 calendar month before the commencement of the Event at Fort Canning Park. The

Applicant is required to obtain and submit all necessary licences, permits or approvals to NParks at least 2 weeks before the commencement of the Event;

- (ii) not allow any unauthorised person to operate any Equipment;
  - (iii) not scatter flower petals or confetti during the Event or in the Premises;
  - (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 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).
- (b) For indoor venues at Fort Canning Park, the Applicant shall –
- (i) submit the completed Application at least 1 calendar month before the commencement of the Event;
  - (ii) not hang or affix any light, bill, placard, notice or other thing on any plant, tree or structure.
  - (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) seek NParks' prior written approval for use of mobile kitchens which shall only be parked at designated areas;
  - (vi) 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;
  - (vii) 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 of NParks for the use of any additional cables and devices. Such cables and devices shall only be used strictly between 8am and 10pm on the date of the Event and returned thereafter. No requests for overnight use of the Equipment will be entertained.
- (c) 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 unless prior written approval has been obtained from NParks.

***Civic District Parks (which includes Empress Place, Esplanade Park, Waterboat House Garden, War Memorial Park, Youth Olympic Park)***

10.8 **Clause 6.13 of the Terms and Conditions** does not apply to the use of Premises within any of the ***Civic District Parks***.

10.9 The Applicant shall comply with Civic District Parks' 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) The Applicant shall –
  - (i) submit the completed Application at least 2 calendar months before the commencement of the Event at the Civic District Parks. The Applicant is required to obtain and submit all necessary

- licences, permits or approvals to NParks at least 2 weeks before the commencement of the Event;
- (ii) not allow any unauthorised person to operate any Equipment;
  - (iii) not scatter flower petals or confetti during the Event or in the Premises;
  - (iv) not block any monument or set up any temporary structure including banners or other paraphernalia or Equipment on 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 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).
- (c) 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 unless prior written approval has been obtained from NParks.

### ***Singapore Botanic Gardens***

10.10 **Clauses 6.11, 6.13, 6.15 and 7.1(a)** of the Terms and Conditions do not apply to the use of Premises within Singapore Botanic Gardens.

10.11 The Applicant shall comply with Singapore Botanic Gardens' 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 should be made by cashless mode such as bank transfer, PayNow, credit cards, cheque or NETs
  - (ii) For government entities, the Usage Fees shall be paid upon the issuance of an e-invoice.

Unless otherwise expressly stipulated by NParks, all cheques shall be made in favour of the appointed Managing Agent (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) The Applicant shall not conduct ball games or activities involving projectiles (such as Frisbees, boomerangs etc.).
- (d) The Applicant shall not use any form of vehicles (motorized or otherwise), including micro or pocket scooters, motorcycles and Segways, bicycles or skate-scooters and other similar devices, in the Singapore Botanic Gardens.
- (e) The use of public announcement systems and loud hailers in Singapore Botanic Gardens is strictly prohibited. Unless otherwise approved, sound systems can only be used for approved events in specific venues.
- (f) 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.
- (g) The Applicant shall not rearrange any furniture in the Premises unless prior written approval has been obtained from NParks. 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.

- (h) Wooden planking shall be used to protect turf surfaces in the Singapore Botanic Gardens if Equipment is brought onto, installed or set up on such turf.
- (i) For Events held in Burkill Hall, the Applicant shall ensure that all Equipment is fitted with protectors to prevent scratches to the wooden flooring.
- (j) 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 plans have been approved by NParks.
- (k) The Applicant shall ensure that all electrical Equipment brought to Singapore Botanic Gardens are installed with a circuit breaker and is water-proof. 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.
- (l) 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.
- (m) Singapore Botanic Gardens is a smoke-free park, and the Applicant shall be responsible for bringing this to the attention of all Persons participating in the Event. The Applicant shall also ensure that all Persons comply with the no smoking rule in the Premises and Gardens.
- (n) The Applicant shall ensure that the subject matters of the Event do not, relate directly or indirectly, to any political end, religious belief or to religion generally.

### **Filming and Photography**

10.12 Where the Applicant is permitted to conducting any filming or photography in Singapore Botanic Gardens , he shall ensure that:-

- (a) Only simple filming and photography without any extensive set-up required are conducted;
- (b) Only items and equipment which are required for the filming / photography are brought into Singapore Botanic Gardens. All other equipment, in particular, furniture or bulky items shall not be brought into the Gardens;
- (c) A list of the photography / filming equipment to be used is submitted to NParks for approval.

10.13 The Applicant may bring in:

- (a) A portable camera (Video or still) of or about a hand-held size;
- (b) A tripod for the camera; and
- (c) Boom mike (save that a hand-held mike shall not be on tripod or C-stand), feedback monitor or hand-held reflectors.

10.14 The Applicant shall not:

- (a) Use any power points around Singapore Botanic Gardens;
- (b) Set up props, background, decoration on the lawns, trees, plants or structures unless otherwise approved by NParks;
- (c) Employ any filming or photography methods that involve the use of large and bulky equipment such as vehicles, boom lifts and cranes;
- (d) Depict any of the following in the film or photograph:
  - (i) Scene(s) showing person(s) swimming, fishing, boating, cycling, roller skating/ blading, driving, performing martial arts, or scene(s) showing items resembling weapons / explosives;
  - (ii) Scene(s) that suggest any unapproved activity (e.g. posing on a bicycle or posing with swimsuit)
  - (iii) Any scene(s) deemed inappropriate by NParks.
- (e) Use video or photographic equipment, C-stands, lightings, light stands, tracks and power generating devices except where expressly provided for and approved by NParks;

- (f) Conduct filming or photography at any of the following locations unless otherwise approved by NParks:-
- (i) All 7 major entrance areas (Tanglin Gate / Green Pavilion, Visitor Centre, National Orchid Garden's entrance pavilion, Gallop Extension drop-off point, Learning Forest drop-off point, Bukit Timah Gate and Children's Garden Visitor Centre) and its immediate surrounding areas like Palm Court, Viewing Terrace, Cascade Garden, E-kiosk and Orchid Plaza
  - (ii) Areas within Rainforest, Mingxin Foundation Rambler's Ridge, OCBC Arboretum and Jacob Ballas Children's Garden, Shaw Foundation Symphony Stage
  - (iii) Heritage Museum, CDL Green Gallery, Seed Bank, Centre for Ethnobotany, Forest Discovery Centre @ OCBC Arboretum, Botanical Art Gallery
  - (iv) Office Buildings like Holttum Hall, Ridley Hall, NParks HQ, Raffles Building and the Garage
  - (v) Car Parks within the Gardens
  - (vi) Shops and F&B outlets (including the immediate surrounding areas)
  - (vii) All shelters and sheltered areas within the Gardens.

### **Exercise Groups and other Group Activities**

- 10.15 The Applicant shall not use any plants, furniture or structures as a medium or equipment for the Event or any activity.
- 10.16 The Applicant shall ensure that unless otherwise approved by NParks, no martial arts activities shall be conducted.
- 10.17 The Applicant shall not conduct the Event or any activity at any of the following locations in Singapore Botanic Gardens:
- (a) All major entrances and its immediate surrounding areas (Tanglin Gate, Tanglin drop off point, Visitor Centre, National Orchid Garden's entrance pavilion, Palm Court, Learning Forest drop-off point, Gallop Extension drop-off point and Bukit Timah Gate);

- (b) All Visitor Services desks and its immediate surrounding areas (Green Pavilion, Visitor Centre, Learning Forest, Bukit Timah, Gallop Extension and Children's Garden);
- (c) Rainforest;
- (d) Jacob Ballas Children's Garden;
- (e) National Orchid Garden;
- (f) Shaw Foundation Symphony Stage;
- (g) Learning Forest;
- (h) Gallop Extension (except Gallop Green);
- (i) All carparks or vehicular roads within the Gardens; and
- (j) Buildings or office blocks including NParks Headquarters, Raffles Building, Botany Centre, Ridley Hall, The Garage, shops and F&B outlets (including its immediate surrounding area);
- (k) All shelters and sheltered areas within the Gardens.

### ***Coney Island Park***

10.18 **Clauses 6.17 to 6.31, 7 and 8** do not apply to the use of Premises at Coney Island Park.

10.19 The Applicant shall comply with Coney Island 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) The Applicant shall not set up any permanent and or temporary structure including tentages, tables, chairs, logistics, banners or other paraphernalia or Equipment within the Park. NParks reserves the right to require the Applicant to remove such objects and Equipment immediately.

- (c) The Applicant shall inform NParks about the proposed entry and exit routes. NParks' prior written approval for the aforementioned shall be obtained at least 2 weeks before the commencement of the event.
- (d) There shall be strictly no vehicle access into the Park.
- (e) All Events must be held during the Park's operating hours of 7am to 7pm.