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## TERMS AND CONDITIONS FOR USE OF HONG LIM PARK, INCLUDING SPEAKERS' CORNER

### 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) "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 authorized 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.

- (f) "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.
  - (g) "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.
  - (h) "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.
  - (i) "Terms and Conditions" means these 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.
- 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 Parks are public places. Approval given for Park usage does not entitle any Applicant or Person to exclusive use of a Park. All approvals given 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, the Applicant shall submit the completed Application through NParks' website at <https://www.nparks.gov.sg/speakers-corner-application-form>.
- 3.2 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 making the Application.
- 3.3 Where a firm, company, organization 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, organization or group of persons to these Terms and Conditions, and the firm, company, organization or group of persons shall be considered to be jointly and severally liable with the Applicant for all costs and charges 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 authorization from any relevant authority or organization 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, Civil Aviation and Authority of Singapore and the Building and Construction Authority), it shall be the Applicant's responsibility to obtain such licence, approval, permit or authorization 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 authorization 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.

- 3.5 At the point of submitting the Application, the Applicant shall 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. 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.

#### **4. APPROVAL OF APPLICATION**

- 4.1 Applications are approved on a **“first-come-first-serve” basis** and subject to the availability of space.
- 4.2 NParks shall have the right to determine the capacity for the Premises and where applicable, the location within the Premises for the Event. 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 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, and shall not be assignable or transferable.

#### **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. 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 authorizations mentioned in **Clause 3.4** above without any restrictions or qualifications whatsoever. The Applicant shall ensure that all licences, approvals, permits and authorizations shall remain valid for the duration of the Event and if, for any reason, any such licence, approval, permit or authorization 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 or reschedule any confirmed booking as it deems fit. In such event, the Applicant or any person claiming under the Applicant shall not be entitled to any compensation, damages or allowance from NParks.
- 5.4 NParks' decision to approve or reject an Application or revoke any approval given shall be final, and NParks may approve or reject an Application or revoke any approval without giving any reasons.
- 5.5 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 FOR USAGE OF PREMISES**

- 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 organizing 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, doors and means of entry or exit, if any, within the Premises 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 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 Park 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.

### ***Obligations In Relation to the Cleanliness, Peace and Tranquility of the Park***

- 6.7 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 costs and expense, failing which the Application may be rejected or if approval is granted, the approval may be revoked.
- 6.8 The Applicant shall comply with the National Environment Agency's ("NEA") guidelines, in particular, guidelines issued by the Division of Public Cleanliness ("DPC"), for event organizers on maintaining cleanliness at event sites. In this regard, NParks reserves the right to require the Applicant to furnish the permit obtained from NEA and/or DPC on their approval or no objection to the proposed event where applicable.
- 6.9 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 **10:30 pm 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.

### ***Safety***

- 6.10 The Applicant, in particular, Applicants who are holding sporting Events, are 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 within 24 hours from the time of the accident and/ or incident.



- 6.11 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 and candles, 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.
- 6.12 For the avoidance of doubt, nothing in **Clause 6.10 and 6.11** 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***

- 6.13 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.
- 6.14 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.
- 6.15 The Applicant shall familiarize, or ensure that its installation contractor familiarizes 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.
- 6.16 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.
- 6.17 The Applicant shall ensure that the Equipment does not deface or damage any property belonging to or under the care of NParks.
- 6.18 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.

- 6.19 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***

- 6.20 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/ DPC. 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.
- 6.21 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.

- 6.22 The Applicant shall note that unauthorised storage of Equipment at the Premises or Park is an offence.

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

- 6.23 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.
- 6.24 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. Further, the Applicant shall ensure that all caterers used for the Event holds the requisite certification from NEA for food handling.

### ***Prohibitions***

- 6.25 Events and activities that may endanger or cause discomfort or inconvenience to other park users are strictly prohibited.
- 6.26 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.
- 6.27 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.
- 6.28 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.
- 6.29 The Applicant shall not wash or rinse cutlery or other utensils in the Premises or Park.
- 6.30 Subject to **Clause 7**, entry of vehicles into the Park is strictly prohibited.

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### ***Safe Management Measures (“SMMs”) relating to Events***

- 6.31 Notwithstanding anything in these Terms and Conditions, it is solely the Applicant’s responsibility to familiarise himself with the requirements of the prevailing legislation and SMMs as may be in force from time to time, and to comply with any such SMMs.
- 6.32 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 any relevant SMMs (as may be in force during the Event).

## **7. TERMS AND CONDITIONS AND RESTRICTIONS FOR 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 notified by NParks, entry of vehicles into the Parks is permitted only on weekdays between 9.30 am and 4.30 pm and strictly for loading and unloading purposes only.
  - (b) Unless the prior approval of NParks had 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, 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 jeopardizing 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. TERMS AND CONDITIONS FOR USE OF THE PREMISES FOR EVENTS INVOLVING SPORTS**

- 8.1 For all Events involving sports or sporting activities ("Sporting Events"), the Applicant shall inform NParks of the details of the Sporting Event.
- 8.2 The Applicant is advised to perform a safety assessment for 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.
- 8.3 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.
- 8.4 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.

- 8.5 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 or failure by NParks to provide the Premises for his use and for the indemnities required from the Applicant by NParks.