

SPORTS & UTOWN MANAGEMENT UNIT (SUU) FACILITIES USAGE (TERMS AND CONDITIONS)

TERMS AND CONDITIONS FOR USE OF FACILITIES

The following Terms and Conditions (“Terms and Conditions”) shall govern the use of the facilities (the “Facilities”) under Sports & UTown Management Unit (“SUU”). A binding agreement (of which the Application shall constitute an integral part) (“Agreement”) shall be constituted between National University of Singapore (“NUS”) and the applicant (the “Applicant”) named in the relevant Application to book Facilities under SUU (the “Application”) once the Applicant has agreed to abide by and be bound by these Terms and Conditions, and the Application is accepted by the SUU/NUS.

1. Booking and payment

1.1 All Applications for the use of any Facilities shall be submitted in writing to SUU using the relevant SUU Facilities Booking Form or such other form as SUU shall from time to time prescribe.

1.2 Applications must be submitted for approval *at least one (1) month* before the commencement date of the Event (as defined in the relevant Application). *SUU reserves the right to reject incomplete booking forms / applications received less than one (1) month before the commencement date of the Event. Surcharges might also be imposed at the discretion of SUU.*

1.3 SUU may require Applicants to pay the booking charge (or any portion thereof) at any time before the commencement date of the Event, failing which SUU reserves the right to cancel the booking. If the booking charge (or any portion thereof) is not required by SUU to be paid before the commencement of the Event, the Applicant shall pay the booking charge (or any remaining unpaid portion thereof) when invoiced by SUU/NUS. The booking charge is *non-refundable and is only for the use of the Facilities for the time period of the Event.*

1.4 SUU may in its absolute discretion accept or refuse any Application without assigning any reason whatsoever.

1.5 The Facilities must be used only for the Event. SUU reserves the right to inspect the Facilities and/or attend the Event at any time and to revoke any acceptance of the Application and cancel the booking of the Facilities without liability to the Applicant, at any time, should the Event be deemed by SUU, in its absolute discretion, as deviating from the description of the Event in the Application, or in the event of a contravention of these Terms and Conditions.

2. General Rules

2.1 The Applicant must ensure orderliness and discipline amongst the participants of the Event, and shall prevent any disturbances to public order and/or peace during the Event.

2.2 The Applicant shall be responsible for ensuring that the Facilities are kept clean and tidy at all times for the duration of, and after the Event.

2.3 Except where the prior written approval of SUU has been obtained, the Applicant shall ensure that there will be no consumption of alcoholic drinks, smoking or gambling by any participant of the Event at or in the Facilities.

2.4 Food and beverages shall not be consumed at or in the Facilities other than in the places allocated for such purposes by SUU.

2.5 Except where the prior written approval of SUU has been obtained, the Applicant shall not by itself sell and/or distribute food and/or beverages, or cook food in or on any part of the Facilities. Subject to Clause 2.4, the Applicant may engage its preferred caterers to provide food and beverages for sale and/or consumption at or in the Facilities, as long as the said caterers have all necessary registrations, licenses, permits and authorisations required from governmental or non-governmental authorities to do so.

3. Intellectual Property Rights and Other Licences

3.1 It is the duty and responsibility of the Applicant to ensure and to prove to the satisfaction of SUU that:

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3.1.1. all necessary licenses, permits and authorisations required from governmental or non-governmental authorities or bodies including but not limited to arts entertainment, public entertainment, sports, and public fundraising licenses and permits relating to the use of the Facilities for the Event and for the Event itself, have been obtained from the relevant authorities or bodies; and

3.1.2. prior permission from all copyright and other intellectual property right owners (if any) affected or who may be affected in connection with the Event have been obtained.

3.2. The Applicant shall be responsible for paying for all license fees, royalties and/or other charges payable or imposed in connection with Clauses 3.1.1 and 3.1.2 above.

3.3. The Applicant shall secure and submit a copy of each of the licenses, permits and authorizations required under Clause 3.1 to SUU no later than two (2) weeks before the commencement date of the Event, failing which SUU shall be entitled to cancel the booking of the Facilities without liability to the Applicant.

3.4. Notwithstanding anything in this Clause 3, the Applicant shall indemnify NUS against all claims, demands, actions and proceedings arising out of any infringement of copyright and/or any other intellectual property right due to or arising from the unauthorized use of any copyright and/or any other intellectual property right occurring during the period of use of the Facilities, or otherwise in connection with the Event, or from any breach of the Applicant's obligations under Clauses 3.1 to 3.3 above.

3.5. The Applicant shall ensure that NUS shall be expressly credited (in any photograph, publication, transmission, printed material, broadcast, digital image and/or video recording created and/or produced by the Applicant or persons engaged by the Applicant), in relation to all images recorded and/or captured by whatsoever means, of any part, component, facade and/or architectural element (whether internal or external) of the Facilities. Such credit shall be given in a form and manner pre-approved by SUU.

4. Loss or Damage to Property

4.1 Furniture at the Facilities shall be packed up and rearranged to its original position after the conclusion of the Event. The Applicant shall make its own logistical arrangements for such packing and rearrangement as necessary.

4.2 Should the Facilities or any part thereof and/or any property or equipment belonging to NUS ("Equipment") be broken, damaged or lost, the Applicant shall indemnify NUS for the replacement cost and/or the costs of the repairs to make good such breakage, damage or loss, as well as for all damages, loss, costs and/or expenses suffered by NUS as a result of such breakage, damage or loss. The amount of the replacement cost and/or the cost of repairs certified by SUU shall be final and conclusive, and shall be a debt due and owing from the Applicant to NUS.

4.3 No Equipment may be moved, altered or modified without the prior written approval of SUU and if such approval is given, such movement, alteration or modification is to be done under the supervision of SUU's staff and SUU may require the Applicant to pay a security deposit in such amount as it shall specify for such purposes.

4.4 No placement or installation or any banner, poster or advertising material will be permitted at, in or around the Facilities and/or any other premises of NUS without prior written approval from SUU. Request for permission must be submitted to SUU at least two (2) weeks prior to the Event.

4.5 The storage of property belonging to the Applicant within the Facilities will be at the sole risk of the Applicant or any third party owner of the property (as the case may be) and SUU will not be responsible for any damage or loss whatsoever and howsoever caused to such property. The Applicant shall indemnify NUS against all claims, demands, actions and proceedings arising out of any damage or loss whatsoever to the property of any such third party owner.

4.6 The Applicant agrees to abide strictly by all safety regulations applicable to the Facilities under law or prescribed by NUS, and such other safety regulation as may be notified by SUU from time to time. In the event any claim or proceeding is instituted against NUS or its employees, agents or contractors as a result of the Applicant's failure to abide

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by such safety regulations or any provision of these Terms and Conditions, the Applicant hereby agrees to indemnify NUS and its employees, agents and contractors for all damages, losses, costs and/or expenses suffered by any or all of them as a result of such claim or proceeding.

4.7 The Applicant shall inform SUU at least two (2) weeks prior to the commencement of the Event of any special or additional requirements the Applicant has in respect of the Event or the Facilities, including without limitation, a proposed change in the configuration of the Facilities or a proposed change in environment such as a change in air-conditioning temperature. SUU may, in its absolute discretion, accommodate such requirements in whole or in part.

5. Fire Safety

5.1 All passageways, means of exit and exit signs shall be kept clear and unblocked at all times. No furniture, equipment or other obstruction shall be placed at these places, or restrict access to, or interfere with the operation of these places and any fire appliances.

5.2 The service fees for any fire safety officers engaged by SUU, and on duty during the Event are payable by and recoverable from the Applicant.

5.3 No naked fire/flare, smoking or striking of matches or gas lights or lighters or helium balloons will be allowed in any part of the Facilities (including foyers), except when they are necessary for the Event, in which case, the prior written approval of SUU is required. The Applicant shall also comply with all applicable legislation, NUS regulations, and such other requirements as SUU may impose and shall provide sufficient and suitable receptacles for the purpose of depositing matches, cigarette ends and pipe refuse.

5.4. No activity that may produce any smoke and no smoke machine of any type will be allowed in any part of the Facilities without the prior approval of SUU. Where the Applicant requires smoke isolation for any reason, a minimum of seven (7) calendar days' prior written notice must be given to SUU. This is to facilitate the scheduling of smoke isolation facilities at the Facilities. The Applicant will be liable for all costs, expenses and damage arising from any breach of this Clause 5.4 by the Applicant, including but not limited to, any failure by the Applicant to provide SUU with the notification required under this Clause 5.4.

5.5. The prior written approval of SUU must be obtained before any hazardous material or equipment is brought into or in the vicinity of the Facilities or any other part thereof. SUU may, in its absolute discretion, grant or refuse such approval.

6. No Warranty as to Fitness

6.1 The Applicant shall be deemed to have actual and full notice of the state and condition of the Facilities and the Equipment as regards access, light, air, repair, temperature and in all respects. The Applicant shall take the Facilities including all Equipment on an "as is where is" basis and shall not be entitled to make any objection or claim any compensation from NUS for any loss or damage arising from the state or condition of the Facilities and/or Equipment.

6.2 NUS does not expressly or impliedly warrant that the Facilities and/or Equipment or any part thereof are or will remain suitable or adequate for all or any of the purposes of the Applicant and all warranties (if any) as to the suitability or adequacy of the Facilities and/or Equipment implied by law are hereby expressly excluded.

7. Exclusion of Liability and Insurance

7.1 NUS will not be held responsible for any loss, damage, cost, expense, claim or demand made in the event of any accident or injury suffered by any person in connection with usage of the Facilities, PROVIDED THAT the same is not caused by the negligence or willful default of NUS.

7.2 Where required by SUU, the Applicant shall take out appropriate fire insurance, public liability insurance and/or other risks insurance for the Event. The insurance coverage shall be for such amount(s) as may be specified by SUU.

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Where insurance is required by SUU, copies of the relevant insurance policies shall be provided by the Applicant to SUU at least two (2) weeks prior to the commencement of the Event, failing which SUU shall be entitled to cancel the booking of the Facilities without liability to the Applicant.

7.3 Where public liability insurance is required by SUU, SUU may also require the Applicant to ensure that the following conditions are provided for in the relevant public liability insurance policy:-

7.3.1 the policy shall expressly include coverage for all persons attending and/or involved in any manner whatsoever with the Event, including but not limited to (i) the staff, representatives, agents, contractors and subcontractors of NUS and the Applicant, (ii) entertainers, (iii) freelancers, (iv) performers, (v) volunteers and (vi) students.

7.3.2 NUS shall be named as a joint insured party in the policy;

7.3.3 there shall be an express waiver of subrogation rights against NUS by the insurer; and

7.3.4 there shall be a cross liability clause in the policy.

8. Change, Cancellation and Postponement of Event

8.1 The Applicant shall give SUU notice in writing immediately in the event of a change, cancellation or postponement of the Event. If such notice is received by SUU less than two (2) weeks prior to the original commencement date of the Event, the full booking charge shall be payable: if the booking charge (or any portion thereof) had been paid before the receipt of such notice by SUU, the same shall be forfeited by SUU; if the booking charge (or any portion thereof) had not been paid before the receipt of such notice by SUU, the Applicant shall pay the booking charge (or any remaining unpaid portion thereof) when invoiced by SUU/NUS.

9. Dispute Resolution

9.1 Any dispute arising out of or in connection with the Agreement, these Terms and Conditions, and/or any other terms and conditions as may be agreed between the Applicant and NUS in writing from time to time, including any question regarding the existence, validity or termination thereof, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this Clause. The arbitration tribunal shall consist of one (1) Arbitrator.

9.2 The place of arbitration shall be Singapore and the language of the arbitration shall be English.

9.3 The decision of the arbitration tribunal shall be final and binding on all parties and shall be enforceable in any court of competent jurisdiction.

10. Amendment

10.1 NUS reserves the right to amend or revise any or all of these Terms and Conditions from time to time at its absolute discretion and the Applicant hereby agrees to abide by and comply with any such revised Terms and Conditions applicable at the relevant time.

11. Force Majeure

11.1 Any circumstance beyond the control of a party, which delays, interrupts or prevents the Event, shall be deemed to be an event of "Force Majeure". Such circumstances shall include but are not limited to breach of the peace, epidemic, flood, fire, explosion, lightning, storm, sabotage, power failure not due to either party's fault, act of God, strike, picketing, lock-out and act of government authority.

11.2 Should the Event not be held due to an event of Force Majeure, NUS shall not be in default and the Applicant shall not be entitled to any refund, compensation, damages or any other recourse against NUS therefore.

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12. Governing Law and Jurisdiction

12.1 The Agreement, these Terms and Conditions, and/or any other terms and conditions as may be agreed between the Applicant and NUS in writing from time to time, and all matters arising from or in connection with them shall be construed in accordance with the laws of the Republic of Singapore.

13. Contracts (Rights of Third Parties) Act

13.1 Any person who is not a party to the Agreement, whether or not any benefit is conferred or purported to be conferred on him directly or indirectly, has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of the Agreement.