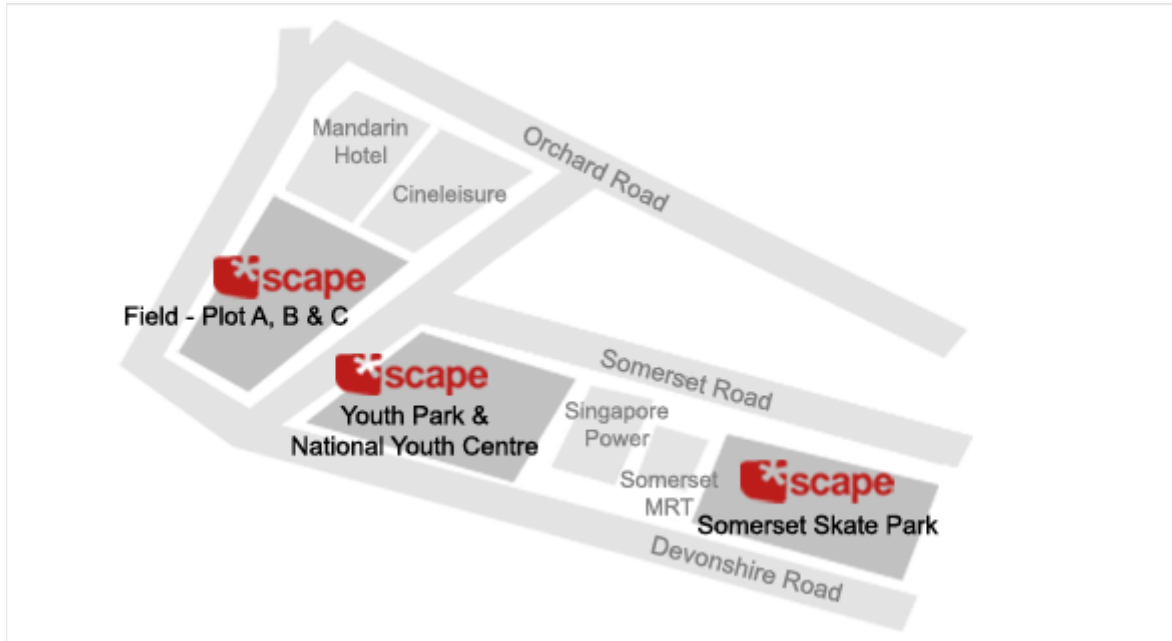


TERMS AND CONDITIONS OF USAGE

The following terms and conditions shall apply to persons, firms, companies or organisations (each of which is herein called the 'Applicant') applying for a licence to use *scape (Field - Plots A, B, C, Somerset Skate Park, Youth Centre, Youth Park and other facilities of People's Association / National Youth Council) for the holding of any concert, promotion, exhibition, fair or show (herein called the 'Event'): -



1. APPLICATION

- 1.1 *scape is open for booking to the Applicant (organisations and individuals) for youth orientated events. However, booking priority shall be given to youth organisations, non-governmental organisations (NGOs) and voluntary welfare organisations (VWOs).
- 1.2 All applications shall be made on the prescribed forms and submitted to the **General Manager (Youthop!a)** at the National Youth Centre, 113 Somerset Road, #01-02, Singapore 238165. The application must be:
 - a. accompanied by a detailed Event Outline giving information on proposed activities, exhibits, display materials, layout plans, elevation and perspective drawings for approval (refer to Application Form / Event Proposal) and;
 - b. submitted at least **1 month** before the event via fax (6836 2471), post, or in person.
- 1.3. The Applicant shall pay a security deposit immediately upon approval of the booking. If the security deposit is not paid within the stipulated date, the application shall be deemed withdrawn.
- 1.4. Confirmation of booking is on a first-come-first-served basis, based on the receipt of security deposit following approval of booking by the General Manager (Youthop!a). People's

Association / National Youth Council reserve the right to reject any application without giving any reasons whatsoever.

- 1.5. The Applicant shall :
 - a. shall duly complete the application and IBG forms (**wherever applicable**);and
 - b. submit payment via cheque of the security deposit for the use of *scape
- 1.6. The Applicant shall make payment for the rental and the charges to National Youth Council at least fourteen (14) days before the commencement date of the Event. Please make cheques **payable to “National Youth Council”**.
- 1.7. If the required payments are not received within the said-time period, the booking shall be deemed cancelled by the Applicant and 50% of the security deposit shall be forfeited.
- 1.8. The licence to use is non-transferable.
- 1.9. Any cancellation of the Event must be made in writing to the National Youth Council. 100% of the security deposit shall be forfeited if cancellation is made 7 days or less before the intended commencement date of the Event. 50% of the security deposit shall be forfeited for cancellation more than 7 days before the commencement date of the Event.

2. USAGE OF *scape

- 2.1. *scape shall not be used for any purpose or in any manner which, in the opinion of People's Association / National Youth Council (in this regard, the opinion of People's Association/ National Youth Council shall be final, conclusive and binding on the Applicant) may, become a nuisance, cause complaints from the public or cause a threat to any person's life or safety.
- 2.2. The People's Association / National Youth Council reserves the right, at any time, to terminate the whole or any part of the Event which it deems unacceptable and no claims for damages, losses, costs, expenses, or otherwise, whatsoever shall lie against People's Association / National Youth Council on account of such termination.
- 2.3. *scape shall not be used for any gathering or activity which is considered by People's Association / National Youth Council to be political, religious, objectionable or illegal in nature.
- 2.4. Retail sales may be allowed at the sole discretion of People's Association / National Youth Council.
- 2.5. The Applicant and all persons shall, during the use of *scape and during such other times as they are or any one shall be in *scape, comply with these terms and conditions and such other rules and regulations on use as may be prescribed by People's Association / National Youth Council from time to time.
- 2.6 The Applicant shall be responsible for:
 - a. ensuring that *scape is kept clean at all times, from the commencement of installation works to final dismantling and removal works;

*scape Booking

TERMS AND CONDITIONS OF USAGE



www.scape.youth.sg

- b. engaging their own professional sound and electrical engineers and sound equipment;
- c. ensuring that no damages are done to the trees, shrubs, turf, and fixtures or any other parts of *scape arising from or in connection with the Event;
- d. ensuring that sound volume is kept within the range of 60-80 decibels **at all times**;
- e. ensuring that no advertisement/publicity materials are placed in or on any part of *scape without the prior written approval of People's Association/ National Youth Council;
- f. ensuring that any current logo(s) on the park or park furniture and fittings are not covered or removed;
- g. ensuring that prior approval is sought from People's Association / National Youth Council and relevant authorities if there are public collection of donations;
- h. ensuring that all persons involved in the Event **do not consume alcoholic beverages or smoke at *scape**;
- i. for *scape Field - Plots A, B, C; ensuring that there is no driving/parking of vehicles on *scape and loading and unloading is carried out only at the designated loading bay (key for the gate can be obtained at Youth Centre reception) and that vehicles do not obstruct traffic on surrounding roads;
- j. for *scape Field - Plots A, B, C; **ensuring the cleanliness of *scape at ALL times. and to restore *scape to its original handover condition IMMEDIATELY after the Event.** If Applicant fails to do so, People's Association / National Youth Council reserve the right to proceed with the necessary reinstatement. The reinstatement costs incurred will be deducted from the security deposit. If the security deposit is insufficient, the balance shall be a debt due from the Applicant. (Refer to Cleaning & Rental Rates of *scape);

2.7 The Event shall end no later than 10 p.m. daily.

3. SECURITY

- 3.1. The Applicant shall be entirely responsible for the security and insurance of the Event, its exhibits and properties.
- 3.2. The People's Association / National Youth Council shall not be liable for any damage, loss (including loss of profit and/or consequential loss), injury or death howsoever caused and suffered by reason of or arising from or in connection with the Event.
- 3.3. The Applicant shall be entirely responsible for crowd control and shall take necessary precautions to ensure orderliness during the Event.
- 3.4. The Applicant shall be responsible for ensuring that there is a ratio of 1 security officer/bouncer: 200 expected crowd.

4. INSURANCE, LIABILITY AND RISKS

- 4.1. The Applicant shall be entirely responsible for its own exhibits, equipment and properties and such like articles and shall be liable for claims for any damage, loss, injury or death suffered by reason of or arising from or in connection with its use.
- 4.2. **The Applicant shall indemnify and keep People's Association / National Youth Council fully indemnified from and against all claims, demands, actions, losses, costs and expenses** (including costs on solicitor and client basis) of any nature whatsoever which People's Association / National Youth Council may suffer or incur in connection with loss of life, personal injury and/or damage to property howsoever caused arising from or in connection with the use of *scape by the Applicant for the Event including setting-up, and dismantling and removal works.
- 4.3. Without excluding, limiting or in any way affecting the Applicant's obligation and liability to indemnify People's Association / National Youth Council, the **Applicant shall at its own cost take out and maintain all appropriate insurances including an adequate public liability insurance policy against claims** for personal injury, death or property damage or loss arising out of or in connection with the Event.

5. APPROVAL

- 5.1. The Applicant shall ensure that the Event has been duly approved by the relevant authorities and shall submit documentary proof thereof to National Youth Council at least fourteen (14) days before the commencement date of the Event. If such approvals are not obtained and submitted to National Youth Council within the said time period, the Event shall be deemed cancelled and the 50% of security deposit paid shall be forfeited.
- 5.2. The Applicant is responsible for obtaining the Arts Entertainment Licence and all other necessary licences and permits from the relevant authorities, such as the Fire Safety and Shelter Bureau, Building and Construction Authority and Ministry of Environment or National Environment Agency for the Event. Please refer to Annex B for the Guide to Licences & Permits.
- 5.3. The Applicant shall ensure that the Event duly complies with all copyright laws and obtain Copyright Music Permits from Composers and Authors Society of Singapore Ltd (COMPASS) or such organisations holding such rights of Event involves the public performance of copyrighted musical works.

6. SETTING UP AND DISMANTLING

- 6.1. The Applicant shall set up an appropriate number of suitable warning signs and shall cordon off the work areas during setting-up and dismantling of any additional structure. The Applicant shall exercise all necessary safety precautions during the setting-up and dismantling works.
- 6.2. The Applicant shall provide adequate protection to the floor and other existing structures of *scape during setting-up and dismantling works. **The base of any additional structure must be padded with carpet or rubber or such protective covering when necessary to prevent scratching or damaging the floors.**

- 6.3. The set-up of the Event shall be in accordance with the layout plan as approved by People's Association / National Youth Council. Any structure set up otherwise will be removed by People's Association / National Youth Council without notice and all costs incurred in such removal shall be borne by the Applicant.
- 6.4. All property belonging to the Applicant must be removed from *scape immediately on termination of the booking period. People's Association / National Youth Council reserves the right to sell, dispose or destroy as it may think fit any property so left behind by the Applicant. Any cost incurred in so doing shall be borne by the Applicant. No claim of damages, losses, costs, expenses, or otherwise whatsoever shall lie against People's Association / National Youth Council on account of such sale, disposal or destruction and the Applicant shall keep People against all such claims.
- 6.5. The Applicant shall make good all damage to *scape arising or resulting from the aforesaid setting-up and dismantling works.

7. HANDOVER OF PREMISES

- 7.1. A joint inspection of *scape shall be arranged with the Applicant prior to the commencement of the installation works and following the completion of all dismantling and removal works. The Applicant shall be liable for any damage caused to *scape arising from the Event. Any damage caused to *scape, existing structure and fittings, etc., by the Applicant, its representatives or any persons in connection with the Event shall be rectified by the Applicant within ten (10) days from the last day of the Event, failing which People's Association / National Youth Council shall proceed with the rectification works. The costs incurred in so doing will be deducted from the security deposit, and if the security deposit is insufficient, the balance shall be a debt due from the Applicant.

8. TERMINATION OF AGREEMENT

- 8.1. In the Event of breach or non-performance by the Applicant of any of the terms and conditions herein mentioned, People's Association / National Youth Council shall have the right to immediately terminate the agreement for the use of *scape by notice in writing to the Applicant and the Applicant shall vacate *scape immediately, in which case all sums paid the Applicant in relation to the Event shall be forfeited.
- 8.2. In addition to the provisions of paragraph 8.1, People's Association / National Youth Council may in their absolute discretion at any time during the Event and without assigning reasons, terminate the agreement for the use of *scape by notice in writing to the Applicant. Upon receipt of such notice, the Applicant shall vacate *scape immediately. Upon vacation, People's Association / National Youth Council shall refund the Applicant the balance of the sums paid after deducting the pro-rated charges. The Applicant agrees that in the event of such termination the Applicant shall have no claim whatsoever against People's Association / National Youth Council for damages, losses, costs, expenses or otherwise whatsoever.
- 8.3. The People's Association / National Youth Council reserves the right to modify or add to the terms and Conditions stated herein without prior notice.

9. USAGE OF DESIGNATED PUBLICITY SPACES

- 9.1. The Applicant is allowed to **place publicity materials at designated spaces 1 week before the Event.**
- 9.2. The Applicant shall ensure that all publicity banners and posters are displayed only at the designated spaces. The Applicant is to ensure that the banner(s) is safely secured. The People's Association / National Youth Council reserves the right to remove any banner that is damaged or improperly secured.
- 9.3. The Applicant shall be responsible for the installation and prompt removal of the banner(s) and posters (i.e. immediately after the Event). In the event of a delay, the People's Youth Council shall remove the publicity materials and the cost incurred will be charged to the Applicant.
- 9.4. The Applicant shall bear the responsibility of removing & re-installing existing *scape /National Council/ Youthop!a banners (if any) in good condition. The affected banners are to be returned to National Youth Council for interim storage.
- 9.5. The People's Association / National Youth Council reserves the right to terminate this arrangement and to remove the publicity materials on display in the event that any of the above conditions is breached.