

TERMS AND CONDITIONS FOR USE OF FACILITIES AT REPUBLIC POLYTECHNIC

The following Terms and Conditions shall apply to all persons and organizations wishing to use the facilities at Republic Polytechnic. The Representative shall denote the person representing the Licensee intending to use the facilities and the Representative shall be deemed to have the full authority to act on behalf of the Licensee in all the transactions contemplated hereunder.

Use of Premises

- a) The Premises shall be used only for events, functions and/or such purposes stated in the application form and approved by RP and further provided that the relevant approvals (if any) from the relevant authorities have been obtained by the Licensee. It shall be the duty of the Licensee to ensure that all uses of the premises have been duly licensed/approved, censored or passed, as the case may be, by the relevant Authority.

There shall be no unlawful use of the premises and the Licensee shall ensure that no nuisance, damage, disturbance, annoyance, inconvenience or which may give cause for reasonable complaint to RP will occur. RP reserves the right to refuse entry to or to immediately eject from the relevant building or premises any person whose presence is in the opinion of RP undesirable and/or whose conduct is objectionable, disorderly or disruptive or in violation of any law. In addition to any other clause in this document, the Licensee shall be held responsible for the conduct and behavior of all its participants and the Licensee shall indemnify RP for any and all damages, costs and claims suffered by RP in respect of the conduct and behavior of its participants.

- b) The Licensee undertakes to conduct its event/activity as follows:
- i) to comply with all applicable laws and regulations, obtain all necessary permits, licences, grants and approvals, give all notices, undertakings and guarantees, pay all fees, charges, taxes (including all Goods and Services Taxes payable in connection with this Conditions For Use) and duties, and bear all costs whatsoever in connection with the Licensee's use of the RP facilities.
 - ii) to strictly observe and ensure that the number of participants for the event/activity is restricted to that as undertaken in the application form, and that all persons, including but not limited to the Applicant's agents, clients, contractors, customers and guests etc. shall strictly observe all the non-smoking signs put up by RP in the campus.
 - iii) to undertake that its participants shall be duly informed that parking at RP Campus is chargeable and that they are only allowed to park at the designated car parks only
 - iv) if they are driving to the campus. RP reserves the right to wheel clamp any unauthorized parking by any of the participants, and a levy of \$100/- per car shall be charged for the release of any such cars found to be in breach of RP's parking rules.
 - v) to ensure that no advertising or sale of any kind whatsoever shall be made or conducted and no notice, banner or directional signs etc. may be placed within the event venues and or any part of the campus unless prior written approval has been granted by RP.
 - vi) no animal or pet shall be admitted to the campus;

- vii) to keep the event venues clean and tidy and clear of rubbish and to leave the same in a clean and tidy condition and free of the Licensee's furniture and equipment etc. at the end of the event;
 - viii) all corridors, aisles and means of exit shall be kept clear of obstruction and not to cause the same to become dirty or untidy nor to leave any rubbish on them;
 - ix) not to collect, attempt to collect or make announcement with a view to collecting donations and offerings in the campus, whether for charity or otherwise, without the prior written approval of RP;
 - x) where permitted, the Licensee shall ensure that confectionery, non-alcoholic drinks, food and other similar items are restricted only to approved eating areas as allocated by RP, and there shall be strictly no eating, drinking or smoking in the air-conditioned premises.
 - xi) use of naked flame or smoke generating device of any kind are not allowed in the campus;
 - xii) the distribution of any teaching or promotional materials such as brochures, catalogues, leaflets and pamphlets etc. is restricted to the event venue only. Distribution in all common and public areas within the campus is not permitted unless prior written approval has been obtained from RP.
 - xiii) the Licensee shall ensure that no promotional activity is undertaken that will in any way suggest that RP is affiliated or in support or in collaboration with the Licensee or its activities. If, in RP's opinion, such promotional materials exist, the Licensee shall immediately take all necessary steps to withdraw and discontinue all such promotional activities and shall further issue any such clarification (at its own costs) if required by RP.
- c) Alterations to the facilities, equipment or any part thereof, the bringing of heavy or bulky items or the affixing of decorations, signs, notices, placards and posters etc. shall require the prior written permission of RP. No external fixtures, electrical apparatus or any other fittings shall be allowed for use on any part of the campus without the prior written approval of RP. The Licensee shall be responsible to ensure that all rented items from RP are restored to the same good order and condition as at the commencement of the licence period.

Any breach of this clause shall entitle RP to remove the items in question or have them removed through a third party. The Licensee shall be liable for payment of all costs of such removal and for the repair of any damage which may have been caused.

RP shall not be held responsible for any damage or loss howsoever caused to the said items, and in addition, RP reserves the right to charge storage expenses for any such items which have not been so removed and collected at the end of the event. The Licensee shall have no claim whatsoever against RP in respect of the manner and conduct of the removal, storage, sale and/or disposal of such items.

Covenants

- a) In the event any statutory clearance or licence is required for the event/activity contemplated hereunder, the Licensee shall be fully responsible to obtain the necessary clearance at its own costs.
- b) The Licensee shall fully indemnify and hereby undertake that no music, literary or artistic work or other property protected by copyright will be preformed, reproduced or used, nor will the name of any entity protected by trademark be reproduced or used during the event unless the Licensee has obtained written permission from copyright owner(s) or trademark holder(s), and that it shall comply strictly with all laws regarding copyrights, royalties and trademarks.

- c) Insurance

For the duration of the rental period, the Licensee shall maintain and/or cause to be maintained comprehensive general public liability insurance in the sum of not less than \$1,000,000/- for each and every claim, providing coverage against claims for bodily injury, death, property damage or loss occurring in or upon or resulting from the organization in holding the event/course, or arising out of the provision of any service by RP and such other insurances that RP may in its absolute discretion require. The Licensee shall ensure that the insurance referred to above is maintained with an insurance company duly licensed in Singapore or an international company acceptable to RP.

- d) Indemnity

Without prejudice to any other rights of RP, the Licensee shall fully indemnify and hold harmless RP, its contractors, agents, trustees, officers and employees and each of them from and against any and all actions, claims (including third party claims), demands, damages, expenses, compensation, costs (including legal costs on a solicitor and client basis), charges, liabilities, proceedings and other adverse consequences which they or any of them may suffer or incur arising out of or in connection with:

- i) any breach or non-compliance on the part of the Licensee or any employee, delegate, guest, invitee or speaker etc. and their contractors, sub-contractors and agents etc. or any of the terms and conditions contained hereunder or any relevant legislations and regulations or any infringement of any third party's copyright or other intellectual property rights etc.;
- ii) any death or injury to person or loss or damage to property occasioned to any party at the licensed premises or any where else on the RP campus or otherwise or where such death, injury, loss or damage is attributable to any act or omission or negligence of the Licensee, its employees, agents or contractors etc.

- e) Name/Logo Control

The Licensee shall not at any time without the prior written approval of RP use the name, trademark(s) or logos of RP in any of the Licensee's publications promoting or otherwise describing the event.

Except as provided above, the Licensee shall have no right to use RP's name, trademark(s) or logos and the Licensee acknowledges that all intellectual property and proprietary rights in RP's name, trademark(s) and logos are, and shall remain, vested solely in RP.

Exclusion of RP's liability

RP shall not be liable to the Licensee or to any other person attending or participating in the event organized by the Licensee and held on RP's premises for loss of life or injury to person or loss or damage to property or goods whether occasioned at the licensed premises or otherwise.

RP and its officers, servants, employees or agents shall not be liable to the Licensee for its inability to fulfill any of its obligations hereunder, including but not limited to any delay in supplying, any failure to furnish, or for any limitation, curtailment, rationing, restriction or interruption of service of any electricity, telephone, air-conditioning serving the event venues or campus or the interruption of use of any equipment in connection with the supplying of any of the aforesaid service caused by any intervening event that is not within its reasonable control including but not limited to fire, accident, riot, strike, labour dispute, acts of war, acts of terrorism, act of God, the execution of any repairs or improvements, or causes beyond the reasonable control of RP. In no event shall RP be liable for any indirect or consequential damages such as but not limited to loss of business or profits, even if RP has been advised of the possibility of such damage, loss or claim.

Damages

The Licensee shall be fully liable for any damages caused to the licensed premises, campus grounds, apparatus, fittings and audio-video equipment etc. of the premises. RP shall have the right to deduct any cost of repairs and replacement etc. from the licence deposit so placed with RP, and if the deposit be insufficient, to collect it as a debt owing to RP from the Licensee. The decision of RP on such repairs etc. shall be final and binding on the Licensee.

Termination

- a) In the event of contravention of any of these Terms and Conditions, RP shall have the right to ask the Licensee and its participants to vacate the campus immediately, and charges paid for the balance period shall be deemed to be forfeited. In such an event, it is the Licensee's responsibility to ensure that its participants leave the RP campus in an orderly and prompt manner.
- b) If at any time and for any reason, whether within or beyond the control of either RP or the Licensee, any of the following events occur, then at any time whether or not any such event is occurring, RP may by written notice to the Licensee revoke the approval forthwith:
 - i) by reason of any event of force majeure (including but not limited to an act of war, act of terrorism, act of God by fire, flood, earthquake or other natural disaster etc.);
 - ii) any law, judgement, order etc. relating to labour dispute resulting in strike, lockout or boycott etc.;
 - iii) and any other matter or cause beyond the control of RP which will reasonably prevent or hinder RP from fulfilling any of its obligations under this Agreement;

Any refund to be made shall be at the sole discretion of RP. RP shall be under no liability to the Licensee or any other persons for any loss which the Licensee may sustain as a result of any event of force majeure, or in consequence of any revocation or suspension of use of premises. Upon the refund of the licence fee, neither party shall thereafter have any claim against the other whether arising out of this Agreement or otherwise.