

Terms & Conditions
Rental of Venue(s) at Aliwal Arts Centre

Contents of the Event (performance, exhibition or function etc)

1. The Hirer shall take all necessary steps to ensure that:
 - a. All necessary licenses and approvals for the Event have been obtained, a soft/hard copy of the license/approval must be given to the Management prior to the commencement of the Event;
 - b. All applicable payments, including license fees or royalty payments in relation to the intended Event have been duly made;
 - c. The Event will not in any way infringe the rights including intellectual property rights of any third party;
 - d. The event will not:
 - i. Erode the core moral values of society including but not limited to the promotion of permissive lifestyles and depictions of obscenity or graphic sexual conduct;
 - ii. Denigrate or debase any person, group or class of individuals on the basis of race or religion, or serve to create conflict or misunderstanding in Singapore's multi-cultural and multi-religious society
 - iii. Disparage or demean government bodies, public institutions or national leaders and/or subvert national security or stability;
 - iv. Be offensive or obscene in nature or derogatory or defamatory to any third party or bring any dispute to or prejudice Aliwal Arts Centre in any way whatsoever.
 - e. Any remedial action required by the Management in response to requests from statutory authorities (eg: NAC, MCCY) must be taken immediately and with no legal or financial liability being attributed to Arts House Limited and/or the National Arts Council;
 - f. The Hirer shall indemnify Arts House Limited and/or the National Arts Council against all claims, demands, actions and proceedings arising out of any infringement of copyright on the unauthorised playing, performing or use of any record, tape, apparatus or contrivance occurring during the period of hire of the premises.
 - g. The Event does not contravene the laws of the Republic of Singapore

Proper Care for Artworks and General Property

2. The Hirer is to treat all artworks within the premises of Aliwal Arts Centre with respect and care. Artworks are not to be tampered with at any time. Hirers will be fully liable for any damages or irresponsible actions pertaining to the artworks that are caused by them.
3. The Hirer is to treat the venues and general premises within Aliwal Arts Centre with care and responsibility, and not to carry out any activities that may cause damage (eg, stickers on wall/beams which may peel paints).

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Payment

4. The payment terms are as follows:

- 50% deposit payable upon acceptance of the Agreement and upon being presented with an invoice
- 50% four weeks prior to the event day or day of set-up/rehearsal and upon being presented with an invoice

All cheques should be crossed and made payable to "Arts House Ltd."

Booking and Cancellation of Venue(s)

5. All venues booked under the Agreement will be automatically released and the acceptance of the Agreement is deemed void if the payment for the deposit is not received seven (7) business days after the issue of the first invoice (based on the invoice date).
6. The Management accepts no responsibility for any cancellation by the Hirer and the deposit made is non-refundable. If notice of cancellation is given less than four (4) months prior to the event, the full payment would be levied on the Hirer.
7. If full payment is not received four (4) weeks prior to the event, the Management reserves the right to release the venues booked.
8. The Management reserves the right to advance, defer, terminate or cancel any confirmed venue bookings in the event where supervening circumstances make it necessary for the Management to do so. In such an event, the Management will endeavour to give the Hirer as much notice as reasonably practicable. The Management will refund the deposit paid by the Hirer if the Management cancels the booking or the Hirer declines a rescheduling of the dates. Save as aforesaid, the Management shall not have any liability to the Hirer for any loss or damage arising from the exercise of the rights herein.
9. The venues shall not be used for any purpose or in any manner which in the opinion of the Management may become a nuisance or may give cause for complaint from other occupants of the building or the public. In this regard, the opinion of the Management shall be final, conclusive and binding on the Hirer. The Management shall have the right to terminate the whole or any part(s) of the event which it deems unacceptable and no claims for damages, losses, costs, expenses or otherwise whatsoever shall lie against Arts House Ltd on the account of such termination.

Food & Beverage Catering

10. The Management requires the Hirer to use the food & beverages services of our official caterer appointed by the Management.
11. Should the Hirer decide to use an external caterer, a surcharge of \$800, or 10% of the final catering bill (whichever is higher), will be imposed by the Management.
12. Details of the other caterer have to be submitted to the Management for their reference, and a subsequent briefing of standard operating procedures will be done by the Management.

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Manpower Charges

13. Hirer will bear the charges for technician's services within Hirer's booking time and/or rehearsal. Additional overtime charges apply if technician's service is needed after Hirer's booking time.

Security Deposit

14. The Hirer is to place a refundable deposit by cash or cheque only (*cheque should be crossed and made payable to "Arts House Ltd."*) to Arts House Ltd at least 4 weeks prior to the set-up/rehearsal or event date. The amount of the deposit (except Project Studios) is as follows:

- One venue space : \$150
- Two venue spaces : \$300
- Three venue spaces : \$400
- Four venue spaces and above : \$500

Security deposits for Workstations are as follows:

- Rental for 1-6 months : 1 month of rental rate
- Rental for 7-12 months : 2 months of rental rate

15. The Management reserves the right to inspect and determine the damages and cleanliness of the venues. If there is no damage and the venues are cleaned, the Management will refund the deposit(s) to the Hirer. If the venues are damaged and/or not cleaned, the Management will engage necessary contractor(s) to rectify the damages and/or clean up the venues. All rectification cost will be borne by the Hirer and will be deducted from the deposit(s). If the cost of rectification is higher than the deposits, the Hirer is required to make the additional payment. The additional payment is to be made within five (5) business days after being informed of the repair and/or cleaning cost(s).

Disposal of Bulky Materials / Waste

16. The Hirer shall make their own arrangement to dispose bulky items such as crates, props, flower stands, furniture, equipment etc outside of AAC. If these bulky items are left within the premises of AAC after the event, the Management will engage necessary contractor(s) to dispose of the items. All disposal cost will be borne by the Hirer and will be deducted from the security deposit(s). If the cost of disposal is higher than the deposits, the Hirer is required to make the additional payment. The additional payment is to be made within five (5) business days after being informed of the disposal cost.

Note: The above terms and conditions and rates are subject to change without prior notice.

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REGULATIONS GOVERNING THE USE OF SHARED FACILITIES AT ALIWAL ARTS CENTRE

1. These regulations governing the use of the shared facilities such as multipurpose studios, multipurpose hall, music studios and other spaces ("Venues") at Aliwal Arts Centre ("AAC") which are for rental are issued by Arts House Limited.
2. The term "Manager" whenever used hereafter shall mean the person or persons in charge of venue rental at Arts House Limited and also person or persons as may be deputed by him to act on his behalf for the purpose of these Regulations.

Conditions and Restrictions

3. No person other than the authorized staff of Arts House Limited shall be permitted to remain on the Venues at Aliwal Arts Centre after the closing hours.
4. Except during the hours of any performance/event, no person shall be admitted to the Venues unless on official business.
5. The Manager may refuse admission to any person who in his opinion is likely to cause embarrassment or annoyance to other users/patrons of the Venues or patrons of Aliwal Arts Centre.
6. The Hirer shall observe the rental time of the commencement of the performance/event and shall vacate the Venues on or before the expiry date and time of rental of the Venues.
7. Intoxicating or other liquors, beverages and food shall not be consumed at the Venues other than in the place and space allocated for such purpose.
8. Cooking is not allowed in any part of the Venues.
9. No smoking or striking of matches/gas lighters will be allowed in the rented Venues except when they are necessary for the business of the performance/function, in which case, approval needs to be obtained from the Manager. If the approval is given, sufficient suitable receptacles shall be provided by the Hirer for the purpose of depositing matches, cigarette ends and pipe refuse. No naked fire shall be allowed at the Venues. There shall be strictly no smoking or striking of matches/gas lighters in the Technical Control Room/Area.
11. Screws, nails, double-sided tape, or any devices of any description likely to deface the walls, floors or ceilings are not allowed to be used on any part of the Venues.
12. All materials, goods, equipment, etc shall not be dragged in the Venues. For heavy loads, trolleys with rubber castors are to be used.
13. No advertising materials (such as banners and posters) or decorative materials shall be permitted on or around the Venues without the prior approval of the Manager.

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14. All sceneries, draperies, cloths of any description, floral decorations, curtains, etc to be used in a performance/event shall be rendered flameproof.
15. The seating arrangements at the Venues may not be altered without the prior approval of the Manager.
16. All passageways and means of exit at Aliwal Arts Centre shall be kept clear.
17. Over-amplification of sound by electronic devices that may cause annoyance to other users of the Venues, tenants and patrons at Aliwal Arts Centre and the residents around is strictly prohibited.
18. No unauthorized person shall, without the consent of the Manager,
 - a) be admitted to the Store Rooms, Technical Control Rooms or other non-public spaces at Aliwal Arts Centre;
 - b) handle the stage technical appliances/equipment, or operate the stage-lighting consoles, sound reinforcement consoles, curtain controls and the air-conditioning plants; and
 - c) have access to or play the pianos or other instruments
19. No electrical apparatus or fittings of any kind shall be attached to, or used in conjunction with the existing electrical switchgears or fittings without the prior permission of the Manager. If permission is given, the Hirer shall comply with the relevant authorities' requirements and install them at his own expense.
20. No audio or video recording, filming or still photography shall be taken during a performance/function except with the permission of the Hirer and with the prior consent of the Manager.
21. No Hirer shall have control over any staff of Arts House Limited. Any disagreement with any member of the staff or misbehaviour on the part of the staff shall be reported to the Manager who will thereafter deal with the matter.
22. Giving of gratuities to staff members of Arts House Limited is strictly prohibited.
23. The Hirer shall not be entitled to any refund of the rental charges or to any compensation under any circumstances unless otherwise provided for. However, if any major breakdown should occur resulting in non-supply of electricity to Aliwal Arts Centre for more than four hours whilst the hired Venues is being used by the Hirer, the rental charges of any appropriate part thereof affected by the electrical breakdown may be refunded provided that the function is cancelled due to such breakdown.
24. The Hirer must reset and reinstate all lights, switches and equipment in Multi-purpose Hall back to their original settings and position as was handed over to the Hirer by the PM. Should this not be done or not satisfactorily completed in the handover back to the PM, the PM reserves the right to debit the cost of reinstatement of all equipment back to their original settings and position from the Hirer's security deposit. Should the cost of reinstating the equipment be greater than the security deposit held by PM, the PM reserves the right to invoice the Hirer the remaining amount to ensure satisfactory reinstatement of all equipment in the Multi-purpose Hall.

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Bookings

25. Bookings are made strictly between the Manager and the Hirer, and are not transferable by the Hirer to anyone.
26. The Manager reserves the rights to cancel, terminate, advance or defer any bookings of Venues at any time by giving prior notice to the Hirer. The Manager will only exercise this right of termination upon extraordinary circumstances such as security matters. In this respect, the decision of the Manager shall be final. The Manager may in his absolute discretion grant or refuse any application for the use of the Venues without assigning any reason.
- a) In any of the above cases, the Hirer shall be given advance notice as early as possible of the intention to cancel, terminate, advance or defer the bookings. The Manager or Arrts House Limited shall not be liable for any loss or damage suffered by the Hirer arising out of or in connection with such cancellation, termination, advancement or deferment of any booking.
 - b) Upon cancellation or termination of bookings, any money paid by way of booking fee or deposit for the whole or part of the period of booking shall be refunded without interest.
27. It is the duty of the Hirer to ensure and to prove the following has been obtained with respect to the use of the Venues for the purpose of performance, exhibition, function, meeting, seminar, etc
- a) necessary licence(s), permits etc from the relevant authorities
 - b) written permission from the copyright owners, if applicable

The Hirer shall on request produce the necessary licenses, permits or other documents.

28. The Hirer shall be responsible to pay all copyright royalties, if any, where applicable.
29. The Hirer shall indemnify the Manager and Arts House Limited against all claims, demands, actions and proceedings arising out of any infringement of copyright on the unauthorized playing, performance or use of any record, tape, apparatus or contrivance occurring during the period of rental of the Venues.

Loss or Damage to Properties

30. The storage of properties at the Venues will be at the risk of the Hirer or owner, and the Manager of Arts House Limited will not be held responsible for any damage or loss by any cause whatsoever.
31. All properties must be removed on or before the expiry date and time of the venue hire unless an extension of the venue hire period is agreed to between the Hirer and the Manager, and payment for the extended period made immediately. Failing which, the Manager reserves the right to dispose of or to destroy such properties as he may think fit. No claim whatsoever shall be made against the Manager or Arts House Limited on account of such disposal or destruction.

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32. Should any equipment or property at the Venues are broken, damaged or lost, or should any damage be done to the Venues, the Hirer shall pay a sufficient sum to make good such damage or loss. No equipment or property shall be altered or modified without the prior written approval of the Manager. If such approval is given, the Manager may require a security deposit to be given by the Hirer to cover the cost of the repair or replacement should the equipment or property is damaged.
33. The Manager or Arts House Limited shall not be held responsible for any loss of or damage to any properties of the Hirer.
34. The Hirer shall be entirely responsible for the proper and safe setting up of all his props and for the proper working of all his own electrical, mechanical and other appliances. The Manager or Arts House Limited shall not be held liable for any loss or damage including but not limited to any accident or personal injury occurring to the public and/or any person engaged in connection with the work involved with the setting up of such props and the working of such appliances. The Hirer is advised to have a public liability insurance for his exhibition, performance or event.

Tariff Charges

35. The charges for the hire of the various Venues shall be in accordance with approved rates in force and the Manager shall decide the type of rates applicable to the performance/function. The tariff charges are subject to changes without prior notice.

Use of the name "Arts House Ltd" or "Aliwal Arts Centre" in any form, including visuals

36. The Hirer undertakes to exercise due care to ensure the name "Arts House Ltd" or "Aliwal Arts Centre" will not be used, mentioned or reproduced in any of his productions, businesses, products, promotions, advertisements or activities in relation to their hire of the space, that will in the opinion of the public, lower the dignity of the Venues.
37. The Hirer shall not be allowed to use pictures of Aliwal Arts Centre in any form without the prior approval in writing by the Manager. If approval is given, the Hirer is required to submit all details of the use, and obtain a written consent for the use.

General

38. The Hirer shall ensure that all parties working with the Hirer adhere to these Regulations and comply with the directions of the Manager.
39. Arts House Limited reserves the right to waive any of the above Regulations and/or add other provisions into the Regulations.

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Severability

40. If any one or more of the provisions contained herein shall be deemed invalid, unlawful, or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired but these Regulations shall be construed as if they did not contain such invalid, unlawful or unenforceable provision.

Exclusion of liability

41. The Manager's or Arts House Limited sole obligation to the Hirer shall be to lease out the Venues to the Hirer. For the avoidance of doubt, the Manager or Arts House Limited shall not be responsible for informing the Hirer of any restriction of access to the Venues, whether by means of public transport, public roads or otherwise, which may, in any way affect the staging of the performance/function by the Hirer during the period of booking of the Venues by the Hirer. In this respect, the Manager or Arts House Limited shall not be liable for any loss or damage suffered by the Hirer or any third party arising out of or in connection with such restrictions of access to these Venues.

Force Majeure

42. No party shall be liable to any party for the failure or delay in performance of these Regulations if and to the extent that such failure or delay is the result of Acts of God, governmental orders or actions, changes in legislation, war (whether declared or not), national emergencies, strikes, lockouts or any other industrial, civil or public disturbances, fire or accident, or any event or circumstances for which the relevant party cannot reasonably be held responsible.

Rights of Third Parties

43. A person who is not a party to this agreement shall have no right under the *Contracts (Rights of Third Parties) Act* to enforce any of its terms.

Note: The above regulations are subject to change without prior notice.

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