

## TERMS AND CONDITIONS

### 1. Use of State Land

- 1.1. The Licensee shall use the State Land for the Purpose stipulated and not for any other purpose without the prior written approval of the Government.

### 2. Permits and Licences

- 2.1. The Licensee shall ensure that any licence, permit or other consent that may be required for whatever purpose is obtained from the relevant authorities before the Event and shall produce upon request to the Government copies of each such licence, permit or consent. If such approvals are not obtained and submitted to the Government within the said time period, the Event shall be deemed cancelled. In this instance, the repayment Conditions contained within Section C, clause 19 of these terms and conditions shall apply.
- 2.2. No public entertainment shall take place at any Event without the relevant licence having first being obtained from the relevant authorities.
- 2.3. The Licensee shall ensure that the Event has duly complied with all copyright laws and obtain Copyright Music Permits from Composers and Authors Society of Singapore Ltd (COMPASS) or such organizations holding such rights if the Event involves the public performance of copyrighted musical works.
- 2.4. The sale or consumption of alcoholic drinks within the State Land is strictly prohibited without authorisation having first been obtained. Notwithstanding the grant of this TOL, full details of mobile and marquee bars must be approved by the Liquors Licensing Board.

### 3. Event Layout

- 3.1. The Licensee shall prepare a detailed and scaled layout plan of the Event, showing the layout of the main features of the Event and submit it to the Urban Redevelopment Authority no later than **one month prior to the Event**.
- 3.2. The Licensee shall not make any alteration to the layout plan of the Event after the issuance of this TOL without the prior written consent of the Government.

### 4. Handover and Damage to the State Land and Property

- 4.1. A joint inspection of the State Land shall be arranged with the Licensee prior to the commencement of all installation works and following the completion of all dismantling and removal works relating to the Event.
- 4.2. The Licensee shall at all times take good care of the State Land and shall be responsible for any damage to the State Land or any part of it, including any furnishings, landscaping, fixtures, equipment, property of Government that resides on the State Land.

### 5. Reinstatement

- 5.1. The Licensee shall be solely responsible and shall pay all necessary expenses for any loss or damages to the State Land, its surrounding and/or adjacent buildings incurred as a consequence of the granting of this TOL.
- 5.2. Any damage ascertained to be on the part of the Licensee, its representatives or any persons in connection with the Event shall start rectification works **within seven (7) days** and complete rectification works **within fourteen (14) days** from the last day of the Event.
- 5.3. The Government reserves the right to sell, dispose or destroy as it deem fits any property so left behind by the Licensee. Any costs incurred in so doing shall be borne by the Licensee. No

claim of damages, losses, costs, expenses, or otherwise whatsoever shall lie against Government on account of such sale, disposal or destruction.

- 5.4 All rectification works shall be undertaken by the Licensee through Government's preferred contractors to ensure quality. If the Licensee proceeds with rectification works using unapproved contractors, all abortive works and subsequent rectification cost shall be borne by the Licensee.

## **6. Set Up and Tear Down**

- 6.1. The set-up of the Event shall be in accordance with the layout plan as approved in writing by Government.
- 6.2. The Licensee shall set up an appropriate number of suitable warning signs and cordon off work areas during set up and tear down of any temporary structure. The Licensee shall exercise all necessary safety precautions during such works.
- 6.3. The Licensee shall observe adequate protection of the promenade and other existing structures on or within the State Land during set up and tear down works. The base of any temporary structures must be padded with carpet, rubber, or such protective covering when necessary to prevent scratching or damaging the floors.
- 6.4. The Licensee shall ensure at all times that any tentage or temporary structures erected in the State Land are kept in a good condition.

## **7. Fire Precautions**

- 7.1. The Licensee shall liaise prior to the Event with Singapore Civil Defence Force (SCDF) to ensure that all applicable fire safety legislation is adhered to and that all necessary fire precaution measures as advised by the SCDF are in place.
- 7.2. The Licensee shall ensure that all pedestrian passageways are at all times kept clear of any obstructions, objects or materials and that no objects, materials or substances which may pose a fire hazard are released into, or stored, placed or located within, the passageways.
- 7.3. The Licensee shall ensure that all exits and escape routes leading to exits are open and kept clear of obstruction at all times.

## **8. Utilities**

- 8.1. The Licensee shall obtain its own electricity and water supply. No tap-off from any existing source within the State Land is allowed without the prior written approval of the Government.
- 8.2. For hiring of generator, all electrical works shall be carried out by a licensed electrical worker (LEW) and shall comply strictly with the Government regulations which require the provision of an ELCB (Earth Leakage Circuit Breaker).
- 8.3. The Licensee shall ensure that all electrical cables within the State Land are not exposed and do not pose any danger to persons or property within or in the vicinity of the State Land.
- 8.4. The Licensee is to ensure all equipment used in the State Land is safe, functioning correctly and of adequate capacity.

## **9. Security**

- 9.1. The Licensee shall be entirely responsible for the security coverage of the Event, its exhibits and properties.

- 9.2. The Licensee shall be entirely responsible for crowd control and shall take all necessary precautions and make all necessary arrangements to ensure orderliness during the Event.

#### **10. Closing Time**

- 10.1. All activities of the Event shall be subjected to the Public Entertainment License terms under the Singapore Police Force.

#### **11. Excavation**

- 11.1. The Licensee shall not excavate or drill pinning holes into the State Land without prior written approval from the Government. If there are structures to be erected within the State Land that require support, the Licensee shall consider using methods of support such as counterweights which do not involve excavating or drilling pinning holes into the State Land.

#### **12. Existing Street Furniture, Fittings**

- 12.1. The Licensee shall not interfere, obstruct with or attach anything to any item of street furniture, fittings, trees and shrubs within the State Land.
- 12.2. The Licensee shall ensure that the trees and shrubs in the planter boxes within or immediately adjacent to the State Land are not covered up by any tent, shelter or any other covering whatsoever. No tying of banners or buntings, etc. to the trees and/or shrubs shall be allowed.

#### **13. Litter and Waste Disposal**

- 13.1. The Licensee shall keep the State Land clean and tidy and shall ensure that the State Land is regularly litter picked during the Event.
- 13.2. All litter and refuse generated by the Event shall be removed from the State Land by the Licensee in accordance with the Environmental Public Health Act and any relevant rules or regulations made under that Act.
- 13.3. The Licensee shall ensure that any unwanted liquids are removed from the State Land and not disposed of into the Marina Reservoir or within the State Land. No foreign objects and rubbish shall, at any time, be dumped into the Marina Reservoir.

#### **14. Flying and Pyrotechnics**

- 14.1. The Licensee shall not permit the operation or release of any high flying object without the prior written consent of the Government, the Civil Aviation Authority of Singapore, the SCDF and any other relevant authorities. The same applies to pyrotechnics and fireworks.

#### **15. Night Illumination**

- 15.1. Where the State Land is to be used after sunset the Licensee shall provide appropriate lighting to cover all areas and minimise intrusion to the occupants of the surrounding developments wherever possible.

#### **16. Music, Noise, Nuisance and Public Address**

- 16.1. The Licensee shall work with the Singapore Police Force to ensure that all aspects of security and possible public nuisance are addressed and kept to the minimum wherever possible. This may include notifying residents and stakeholders of the Event by mail or by the provision of stewarding and security on the perimeter of the Event.
- 16.2. If recorded music will be played and/or a public address system will be used at the Event, the Licensee shall be required to undertake noise monitoring of the Event. Where appropriate the

Licensee will be asked to provide details on how sound levels will be monitored during the Event and produce written evidence of this to the Government upon request.

## **17. Public Access**

17.1. The Licensee shall ensure that pedestrian movement is not obstructed

## **18. Catering**

18.1. The Licensee shall ensure that all caterers at the Event shall comply with all food safety requirements imposed by the National Environment Agency (NEA) or under any applicable legislation.

## **19. Control of Dangerous / Offensive Material**

19.1. The Licensee shall not bring into the State Land any article of an inflammable or explosive character or that produces an offensive smell, or any oil, electrical, gas or other apparatus without the written approval of the relevant authorities.

## **20. Access and Egress**

20.1. The lifting and lowering of bollards at every point of access and egress shall be restricted to vehicle loading and unloading purposes only. The Licensee shall undertake measures to prevent unauthorised vehicle access at the State Land.

20.2. The Licensee shall be fully responsible for the management of the proper lifting and lowering of bollards at every point of access and egress.

## **21. Vehicle Movement**

21.1. The Licensee shall ensure that loading and unloading vehicles are driven along the permitted driveway and not parked or driven across any public footpath located within the State Land without consent from the Government. All on-site vehicle movement shall operate at 8 km/h or slower with operational hazard warning lights turned on and in the presence of a traffic marshal.

21.2. The Licensee shall ensure that no passenger vehicles are allowed to access or park at the State Land at all times during the License Period.

21.3. The Licensee shall ensure that all loading and unloading activities do not pose a threat to the health and safety of pedestrians and / or other vehicles.

## **22. Road Closures**

22.1. Any stopping and / or re-direction of vehicular traffic on public roads due to or arising from the Event will require a formal road closure. The Licensee shall comply with the requirements of relevant traffic authorities and the Singapore Police Force regarding traffic management in the vicinity of the State Land.

## **23. First Aid Cover**

23.1. The Licensee shall ensure that adequate and qualified first aiders are available to treat persons working at and attending the Event at all times wherever appropriate.

23.2. All First Aid provision location shall be clearly signed within the Event.

## **24. Advertising and Sponsorship**

24.1. No advertisements are to be displayed anywhere on the State Land unless the display of the advertisements are in compliance with the requirements under the Building Control (Outdoor

Advertising) Regulations and any licence required under the Building Control (Outdoor Advertising) Regulations has been obtained.

## **25. Structures and Signages**

- 25.1. The Licensee shall not remove or obscure any Government notices or placards displayed on the State Land without the prior written consent of the Government.
- 25.2. The Licensee shall obtain the Government's written permission prior to erecting any temporary signage associated with the Event and ensure that the placement of temporary signages does not impede the smooth flow of pedestrians and emergency vehicles within the State Land.