



Singapore's Premier Oasis On The Padang

TERMS AND CONDITIONS GOVERNING THE USE OF PADANG ON SINGAPORE RECREATION CLUB

The following terms and conditions shall apply to persons, firms or companies (each of which is herein called the 'User') applying for a licence to use SRC Padang (the Premises) for the holding of any sports event, promotion, exhibition, fair or show (the Event) :-

1.0 APPLICATION

1.1 All applications shall be made on the prescribed form and submitted to the Singapore Recreation Club (SRC) accompanied by detailed event outline giving information on proposed activities, exhibits, display materials, layout plans, elevation and perspective drawings for approval.

2.0 APPROVAL

2.1 All Applicants shall ensure that the Event has been duly approved by the relevant Authorities before any confirmation of event is to be made. Please submit documentary proof thereof to SRC at least fourteen (14) days (unless agreed by SRC) before the commencement date of the Event. If such approvals are not obtained and submitted to SRC within the said time period, the Event shall be deemed to be cancelled.

Approvals must be obtained from:

- a) Urban Redevelopment Permit/s if applicable. (URA)
- b) Public Entertainment Licence (PELU)
- c) Composers & Authors Society of Singapore Ltd (Compass)
- d) Artist impression of type of set-up and layout
- e) Fire Safety Bureau (FSB) Licence
- f) Building and Construction Authority Permit/s if applicable (BCA)
- g) Singapore Land Authority (SLA)
- h) Land Transport Authority (LTA) if applicable

2.2 SRC may in its absolute discretion grant or refuse any application for use of its Premises (field) without assigning any reason and in such event, the full security deposit shall be refunded to the User.

3.0 INSURANCE, LIABILITY AND RISK

3.1 The User 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.

3.2 The User shall indemnify and keep SRC fully indemnified from and against all claims, demands, actions losses, costs and expenses (including costs on a solicitor and client

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basis) of any nature whatsoever which SRC 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 the Premises by the User for the Event including setting-up, and dismantling and removal works.

- 3.3 Without excluding, limiting or in any way affecting the User's obligation and liability to indemnify SRC, the User shall at its own costs take up and maintain all appropriate insurances against all liability in respect of any damage, loss, injury or death which may be suffered by any persons by reason of or arising directly or indirectly out of the use of the premises for the authorised purposes.

4.0 USAGE OF PADANG

- 4.1 The User shall not use or allow the premises to be used for any purpose(s) other than for the purpose(s) authorised by SRC. The User shall not use the premises for any of the authorised purposes unless the User has obtained and there are in force all planning or other permissions and licenses which may be required by law for such use and to comply with any conditions which may be attached to any such permission or licence. The User shall manage and conduct the premises during the times when the User is authorised to use the same as to preserve the good repute of the premise and so that nothing shall be done, permitted or omitted contrary to any provision made by or under any statute for the time being in force and in particular not to use or permit the premises to be used for any form of unlawful activities.
- 4.2 The User shall ensure that the noise level at the Premises is kept at an acceptable level deemed by SRC and should not cause disturbance or give cause for complaint from other occupants of the Singapore Recreation Club or the public.
- 4.3 The Premises shall not be used for any gathering or activity which is considered by SRC to be political or religious in nature.
- 4.4 The User shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the premises or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself, his servants, agents or any persons resorting to the premises by reason of the use of the premises by him.
- 4.5 Under no circumstances will SRC make good or accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things brought into or left upon the premises either by the User for his use or purposes or by his servant, agents or any persons resorting to the premises by reason of the use of the premises by the User.
- 4.6 The maximum loading capacity of the flooring is 5KN/m². Vehicles, especially trucks, are not allowed onto the field. Failure to comply will result in forfeiture of the security deposit.

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- 4.7 The Land Transport Authority does not allow vehicles into the pedestrian walkway on both sides of the Padang (Connaught Drive & St. Andrew's Road). Please refer to Appendix I for loading/unloading activities.
- 4.8 No animals or livestock of any description shall be admitted to the Premises.
- 4.9 Retail sales by the user may be allowed at the sole discretion of SRC.
- 4.10 The User shall not put up any advertisement and/or helium balloons in any part of the Premises without the prior approval of SRC/BCA/CAAS.
- 4.11 No electrical apparatus or fittings of any kind shall be attached to or used in conjunction with existing ones without the prior written permission of SRC and the Public Utilities Board.
- 4.12 The User shall not ask for donations from the public without the prior permission from SRC.
- 4.13 The User shall ensure that the field is kept clean at all times, from the commencement of installation works to final dismantling and removal works.
- 4.14 The allocated areas to the user by SRC must have sufficient Bulk Bins to accommodate the rubbish generated and cleared regularly to avoid overflowing.
- 4.15 All cleaning tools and equipment and rubbish bags must be supplied by the Cleaning Contractor which will be hired by the User.
- 4.16 The User should abide to the "Rubbish Holding Area" located at the designated area.
- 4.17 Carton boxes and rubbish must not be left unattended on any other area during the Event.
- 4.18 Both the User and their Cleaning Contractor should be familiar with the location of the Building's Bin Centre. All rubbish should be disposed-off in the Bin Centre regularly.
- 4.19 No bulky items should be disposed off during and after the Event. Any disposal of bulky items on the building compound will be liable for the Disposal Charges.
- 4.20 The User is responsible for the after-event cleaning and this fact must be made known to their Cleaning Contractor.
- 4.21 The Event shall end no later than 10 pm daily (unless approved by SRC).
- 4.22 SRC shall have the right to terminate the whole or any part of the Event which is reasonably deems unacceptable and no claims for damages, losses, costs, expenses or otherwise whatsoever shall lie against SRC on account of such termination.
- 4.23 Exhibition panels, tables, chairs, sound systems, lighting systems or any other articles required by the User for the Event shall be provided by User at its own cost.

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4.24 For the period of service, the User agrees to pay all utility charges of \$200.00 – \$400.00 per day, depending on the event type.

5.0 SETTING UP AND DISMANTLING

5.1 The User shall engage SRC appointed authorised contractor for provision of all logistics pertaining to the event until further notice.

5.2 All wirings are to be taped down or sealed with trunking and no wiring is allowed to be strung in midair. SRC reserves the right for all wiring and set up to be re-done immediately should it not meet our standards.

5.3 Setting-up and dismantling work for major installation of any Structures where on-site works are unavoidable shall be carried out after 12 midnight and before 10 am (unless approved by SRC).

5.4 Each User shall provide its own lightings for the installation and dismantling works.

5.5 The User shall set up an appropriate number of suitable warning signs and shall rope off the work areas during the setting-up and dismantling of the Structures. The User shall exercise all necessary safety precautions during the setting-up and dismantling of the Structure.

5.6 The User shall provide adequate protection to the floor and other existing structures of the Premises during setting-up and dismantling of the Structures. The base of all the Structures must be padded with carpet or rubber or such protective covering so as to prevent scratching or staining or damaging the floors.

5.7 The set-up of the Event shall be in accordance with the layout plan as approved by SRC. Any structures set up otherwise will be removed by SRC without notice and all costs incurred in such removal shall be borne by the User.

5.8 All property belonging to the User must be removed from the Premises immediately on termination of the booking period. SRC reserves the right to sell, dispose or destroy as it may think fit any property so left behind by the User. Any cost incurred in so doing shall be borne by the User. No claims of damages, losses, costs, expenses, or otherwise whatsoever shall lie against SRC on account of such sale, disposal or destruction.

5.9 The User shall make good all damage to the Premises arising or resulting from the aforesaid setting-up and dismantling works.

6.0 DISMANTLING & ASSEMBLING OF BACK STOP NETTING

6.1 Please note that the above mentioned poles, upon request of dismantling for event purposes, will render User to be liable for restoring and re-erection at an additional cost.

6.2 The User is liable for any damages incurred for the above mentioned structure.

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6.3 SRC has the right to engage our external contractor to evaluate any damages and do the works based on quotation basis.

7.0 WET WEATHER PROGRAMME

7.1 In case of bad weather on the actual day of event, SRC will not be responsible of the losses incurred but the organiser can postpone to the next day without any extra cost required by SRC. SRC shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or Act Of God, which may cause the premises to be temporarily closed or the usage to be interrupted or cancelled.

8.0 FIELD DAMAGE

8.1 In the event of any major field damage eg. Big holes of 30cm & above in diameter, laying of concrete slab and moving vehicles on Padang. SRC Management will call upon the contractor to assess the surface before decide whether the ground need reinstatement in which the organizer will bear the cost.

8.2 A joint inspection of the Premises shall be arranged with the User prior to the commencement of the installation works and following the completion of all dismantling and removal works.

8.3 The User shall be liable for any damage to the field, fixtures or other parts of the Premises arising from the Event. Any damage caused to the Premises, existing apparatus and fittings, etc., by the User, its representatives or any persons in connection with the Event shall be rectified by the User within ten (10) days (unless otherwise agreed by SRC) from the last day of the Event, failing which SRC 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 User.

8.4 Rental prices quoted exclude cost of reinstatement of field damage/repair costing.

8.5 Cost of reinstatement/re-turfing or make-good of Padang/Field:

- Currently, our rate is S\$12.00 – S\$14.00 per square meter (dependent on the market conditions) but such rates can change due to supplier's stock of grass which has to be imported from overseas.
- This make-good cost does not include additional costs incurred for Top Dressing Soil, Usage of Fertilisers and Rolling works for the newly repaired areas.
- Any unforeseen additional works that may arise during the agreed repair works will be mutually agreed by both parties before the said works are executed.
- Before and After Photographs of the Padang will be used for record-keeping purposes.

9.0 CLEANING

9.1 The Premises must be cleaned, and all floor stains and rubbish must be removed within one (1) day from the last day of the Event, failing which SRC will proceed with the cleaning/removal and the total cost of such cleaning or removal shall be borne by the User.

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10.0 FOOD AND BEVERAGES

- 10.1 The User shall seek SRC approval before selling any food or drinks held within the SRC premises during the event.
- 10.2 The User shall also engage SRC F&B Services for all kinds of catering services held within the SRC premises unless special approval were given by SRC in advance.
- 10.3 The User shall allow SRC to set up one F&B Booth at User's event/s if necessary at no charge.

11.0 HANDOVER OF PREMISES

- 11.1 A joint inspection of the Premises shall be arranged with the User prior to the commencement of the installation works and following the completion of all dismantling and removal works.
- 11.2 The Premises must be cleaned, and all floor stain and rubbish must be removed within one (1) day from the last day of the Event, failing which SRC will proceed with the cleaning/removal and the total cost of such cleaning or removal shall be borne by the User.

12.0 PAYMENT MODE

- 12.1 Payment can be made by cheque or Telegraphic Transfer to DBS Bank (TT forms will be given upon request)
- 12.2 Cheque payment is to be made payable to **Singapore Recreation Club**.

13.0 SECURITY DEPOSIT

- 13.1 The security deposit payable by User and this shall be held by SRC as security for the due performance and observance by the User of the Terms and Conditions, and subject to any deductions to be made by SRC pursuant to the Terms and Conditions, shall be refunded to the User free of interest after the Event.

14.0 SLA SECURITY DEPOSIT FEE

- 14.1 The SLA fee deposit is payable and this shall be held by SRC for the charges of the **premium/differential premium levy by Commissioner of Lands (SLA)**, and subject to any deductions to be made by SRC pursuant to the Terms and Conditions, shall be refunded to the User free of interest after the Event.
- 14.2 In an event that the charges of the SLA Fee security deposit is insufficient the balance shall be a debt due from the User.

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15.0 PAYMENT

- 15.1 Kindly note that full payment of the rental **MUST BE MADE to SRC four (4) weeks before the start of your event**. Otherwise, SRC may in our absolute discretion at any time before or during the holding of the Event and without assigning reasons, determine forthwith the agreement for the use of the Premises by notice in writing to by **User**. Upon receipt of such notice; User shall vacate the Premises immediately.
- 15.2 The User will also agree that in the event of such determination the User shall have no claim whatsoever against SRC for damages, losses, costs, expenses or otherwise whatsoever.
- 15.3 In the event that any of the payments stated above are not made by the due date mentioned, SRC shall have the right to terminate the agreement for the use of the premises and the User shall vacate the premises immediately.

16.0 CANCELLATION

- 16.1 Any cancellation of the Event must be made in writing to SRC. On proper notice being received, SRC shall refund free of interest all monies which have been paid in advance subject to the following deductions:
- a) 50% of total shall be forfeited if cancellation is made 2 months or more before the commencement date of the Event
 - b) 80% of the total fee shall be forfeited if cancellation is made 2 months or less before the commencement date of the Event
 - c) 100% of the total fee shall be forfeited if cancellation is made 2 weeks or less before the commencement date of the Event

17.0 SECURITY

- 17.1 The User shall be entirely responsible for the security and insurance coverage for the Event, its exhibits and properties.
- 17.2 The User shall ensure that the number of security personnel involved for the Event should be in accordance with SRC and PELU's requirements.
- 17.3 The User shall be entirely responsible for crowd control and shall take necessary precautions to ensure orderliness during the Event.
- 17.4 SRC shall not be liable for any damage, loss (including loss of profit and consequential loss), injury or death howsoever caused and suffered by reason of or arising from or in connection with the Event.
- 17.5 User shall engage SRC appointed Security Service which is Aetos Security Pte Ltd for armed and unarmed guards should this be a stated requirement by the Singapore Police Force or SPF.

18.0 TERMINATION OF AGREEMENT

- 18.1 In the event of breach or non-performance by the User of any of the Terms and Conditions herein mentioned, SRC shall have the right to terminate the agreement for the use of the Premises and the User shall vacate the Premises immediately. This clause applies both during the event as well as in the operations preceding the event.
- 18.2 In addition to the provisions of above paragraph, SRC may in their absolute discretion at any time during the holding of the Event reasonably, determine forthwith the agreement for the use of the Premises by notice in writing to the User. Upon receipt of such notice, the User shall vacate the Premises immediately. The User agrees that in the event of such determination the User shall have no claim whatsoever against SRC for damages, losses, costs, expenses or otherwise whatsoever.
- 18.3 SRC may for proper reason grant or refuse any application for use of the Premises without assigning any reason and in such event, the full security deposit shall be refunded to the User.
- 18.4 SRC reserves the right to modify or add to the Terms and Conditions stated herein. SRC will endeavour to minimise the likelihood of modifications or additions to the Terms and Conditions. In the unlikely event there is a modification or addition, SRC will inform the User within a reasonable time frame.

19.0 COPYRIGHTED MATERIAL

- 19.1 The Intellectual Property (IP) Copyright Law was passed by the Singapore Parliament on 16 November 2004 and is enforced from 1 January 2005. According to the law, any willful copyright infringement by a person or company, where the extent of infringement is significant and and/or where it is to obtain a commercial advantage, is considered a criminal offence and will be prosecuted in a Court of Law.
- 19.2 The law is very strict on infringement of copyright and deals with offences under three main categories:
- a) Doing acts which are a violation of copyright contained in any works;
 - b) Importing for sale or hire of any product of works is in violation of the provisions of the Copyright Act;
 - c) Selling or having other dealings with products or works which are a violation of the Copyright Act.
- 19.3 Copyright infringement includes the use of unlicensed or pirated software. Under-licensing is also classified as copyright infringement. Unlicensed and/or pirated software media and compact discs (including audio and video discs) cannot be brought into SRC as they are in breach of the Copyright Act. 'Burnt' or compiled music from CDs or MP3 files downloaded from the Internet are not allowed to be brought to SRC premises.

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20.0 LOADING / UNLOADING FOR EVENTS ON THE SRC PADANG

- 20.1 The Land Transport Authority does not allow vehicles into the pedestrian walkway on both sides of the Padang (Connaught Drive & St. Andrew's Road). This is due to their concern for the safety of pedestrians. The walkway is also structurally unsuitable for vehicular traffic movements.
- 20.2 **Big Structure**
All loading/unloading activities for big structures (e.g. tents, canopies) must be carried out along the side of Connaught Drive and not on the road side of St. Andrew's Road.