

VENUE REQUEST FORM

Please read the information on our rental charges and the Terms and Conditions governing the use of YST venues carefully before submitting your application. Please complete the form and return it to musvenues@nus.edu.sg.

(A) APPLICANT DETAILS

Individual

Name:	
NRIC No. (last four characters)	
Address	

OR

Organisation

Type of Organisation	<input type="checkbox"/> Commercial	<input type="checkbox"/> Non-Profit Organisation / Arts Group / NUS Department	
Name of Entity (as per UEN / BRN)			
UEN / BRN			
Company Address (as per UEN)			
GST Registered Business	<input type="checkbox"/> Yes - GST Registration Number:		<input type="checkbox"/> No
Industry (Select one)	<input type="checkbox"/> NUS-Associated Company	<input type="checkbox"/> Company	<input type="checkbox"/> Foundations
	<input type="checkbox"/> Government Ministries	<input type="checkbox"/> Government Ministries - eINVOICE	
	<input type="checkbox"/> Non-Profit Organisation	<input type="checkbox"/> Others	<input type="checkbox"/> Individual
	<input type="checkbox"/> Statutory Boards	<input type="checkbox"/> Statutory Boards - eINVOICE	
	<input type="checkbox"/> NUS Subsidiaries	<input type="checkbox"/> Trusts Fund/ Estates	
	<input type="checkbox"/> Universities under MOE		

(B) POINT OF CONTACT

Contact Person	
Designation	
Email Address	
Telephone Number	

(C) EVENT DETAILS

Name of Event	
Type of Event	
Date of Event	
Brief Description of Event	

Any charity performance must have an authorisation letter from the beneficiary and a collectors' licence from the Licensing Division, Singapore Police Force and submitted to YST no later than 1 month prior to the commencement of the event.

(D) VENUE BOOKING

Minimum required booking of 4 hours per venue. See Venue Rental Rates below for more details.

Concert Hall

Proposed schedule:

Setup:	Rehearsal:	Performance:	Teardown:	Bump Out:
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Orchestra Hall

Proposed schedule:

Bump In:	Bump Out:
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Recital Studio

Proposed schedule:

Bump In:	Bump Out:
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- Seminar Room(s):** 1 2 3 4 5 6 7 8
Proposed schedule:

Bump In:	Bump Out:
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- Ensemble Room(s):** 1 2 3 4 5 6 7 8
Proposed schedule:

Bump In:	Bump Out:
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- Reception Area:** **Foyer** **Lounge** **Balcony**
Proposed Schedule:

Bump In:	Bump Out:
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(E) DECLARATION

I, the undersigned, declare and warrant that

- (1) all information provided by me in connection with this application is true, accurate and complete. I understand that any inaccurate, incomplete or false information given or any omission of information required shall render this application invalid and YST may at its discretion cancel this application.
- (2) for any personal data of other individual(s) disclosed by me in this application form, I have, prior to disclosing such personal data to YST, obtained the appropriate consent from the individual(s) whose personal data is/are being disclosed, to permit NUS to collect, use and disclose such personal data for the purposes of this application.

I understand that this booking application is tentative and subject to YST's confirmation. I hereby/ On behalf of my organisation I hereby:

- (a) Confirm my understanding that all billings & contractual agreements will only be made with the organisation or individual as listed in this application form.
- (b) Confirm that I will not carry out any form of publicity nor produce any collateral related to this event for distribution or display, including ticket sales without sighting by YST Venue Management's staff and receipt of email approval of collateral.
- (c) Authorise YST to obtain and verify any part of the information given by me from or with any source as it deems appropriate.
- (d) Agree to promptly inform YST if there is any change in any of the details, including any personal information of myself or another person I have provided to YST in this application. I understand and agree that it is my responsibility to promptly inform and update YST of any changes to the details and personal information disclosed in this application form. I hereby agree to indemnify and absolve YST of any liability arising out of any use and/or disclosure by YST of any inaccurate or incomplete information due to my failure to update YST promptly of any changes to the personal information provided herein.

Applicant's Signature: _____

Date: _____

VENUE RENTAL RATES

(Effective 1 October 2024)

Minimum 4-hour booking. Extensions pro-rated on a half-hourly basis.
 Available booking hours: 9am – 11pm
 Production charges apply

Venue	RATES PER HOUR	
	Commercial	Non-Profit Organisations / Arts Groups / NUS Departments
Concert Hall (Performance)	\$1000	\$800
Concert Hall (Rehearsal / Setup / Teardown)	\$300	
Orchestra Hall	\$300	
Recital Studio	\$200	
Reception Areas (Foyer / Lounge / Balcony)	\$200	
Seminar / Ensemble Rooms	\$150	

PRODUCTION CHARGES

MANPOWER	
<i>YST will advise on the number of crew and ushers required, based on the scale, complexity, and capacity of the event. Personnel working hours are 8am – 11pm.</i>	
Stage Crew	\$25 / person / hour
Ushers	\$15 / person / hour

PIANO / HARPSICHORD	
Hire	\$300
Tuning (442 Hz)	\$250
Moving (per trip)	\$250

TECHNICAL EQUIPMENT	
Microphone System Set (Sound Mixer, 1 Wireless Handheld Microphone, 2 Speakers)	\$100
Additional Wireless Handheld Microphone	\$50
Wireless Headset Microphone	\$50
Wireless Clip-On Microphone	\$50
Wireless Instrument Microphone	\$50
Wired Dynamic Microphone	\$30
Wired Condenser Microphone	\$30
Electronic Keyboard with Amplifier	\$120
Portable Front Throw Projector and Standing Screen (120" diagonal)	\$150
Portable Rear Throw Projector and Standing Screen (200" diagonal)	\$400
Front Throw Projector and Hanging Screen (Concert Hall only)	\$1000

Direct Injection (DI) Box	\$20
Monitor Speakers (Set of 2)	\$50
Stage Risers (3 tiers)	\$1000
Music Stand Light	\$5
Cleaning Fee (issued at YST's discretion)	\$200

AUDIO / VIDEO RECORDING RATES

Availability and quotation provided upon request.

YONG SIEW TOH CONSERVATORY OF MUSIC – TERMS AND CONDITIONS OF HIRE

The following Terms and Conditions shall govern the use of the Yong Siew Toh Conservatory of Music (YST) venues and all Hirers shall be deemed to have agreed to abide and be bound by these Terms and Conditions (“these Terms and Conditions”).

1. DEFINITIONS

- 1.1 **Additional Charges** bears the definition given in Clause 2.7.
- 1.2 **Agreement** means the binding agreement constituted by YST’s acceptance of the Hirer’s application for the use of the Premises as described in Clause 2.2 and which shall be deemed to incorporate these Terms and Conditions and the Rental Rates List.
- 1.3 **Coordinator, Venue Administrator, or Front of House Manager** means the person or persons who are from time to time designated as such by YST to act on its behalf.
- 1.4 **Contractors** mean all electrical, mechanical and other contractors, specialists, caterers, agents, consultants who are hired by the Hirer for the purposes of the Event.
- 1.5 **Event** means the performing arts event, performance, function, conference or other event indicated in the Hirer’s application as the purpose of the use of the Premises, subject to the approval of YST.
- 1.6 **Front of House or House** means on the audience side of the venue including without limitation, the audience or the foyer spaces connecting to the Premises.
- 1.7 **Hirer** means any person(s), corporation or business or other entity that has made a confirmed booking for the use of the Premises in accordance with these Terms and Conditions.
- 1.8 **House Rules** means such regulations as may be issued by YST from time to time to manage and define what the Hirer is permitted and not permitted to do and/or carry out, within the Premises, during the Period of Hire.
- 1.9 **Period of Hire** means the period or periods specified in the Hirer’s application and approved by YST.
- 1.10 **Premises** mean the YST Concert Hall, and/or other space(s) in and/or the facilities of YST the use of which is/are being licensed to the Hirer for the Period of Hire.
- 1.11 **Rental Charges** bears the definition given in Clause 3.1
- 1.12 **Rental Rates List** means the rental rates list applicable at the time of the Event;

- 1.13 **Stage** means the platform in the Premises on which performances or events are presented to the audience.
- 1.14 **Venue Charges** means the fees imposed by YST for the use of the Premises by the Hirer. All Venue Charges are subject to change without prior notice.
- 1.15 **Venue Request Form** means the prevailing official form issued by YST and required by YST to be used for the application for the use of any part of the YST.
- 1.16 **YST** means the Yong Siew Toh Conservatory of Music located at 3 Conservatory Drive, Singapore.

2. **BOOKING AND PAYMENT**

- 2.1 All applications for the use of any part of the YST shall be made in writing to YST using the Venue Request Form. YST may in its absolute discretion grant or refuse any application for the use of the Premises without assigning any reason whatsoever.
- 2.2 Upon YST's acceptance of the Hirer's application, subject to Clauses 4.4 and 4.5 hereof, there will be a binding agreement for the use of the Premises and YST will issue a Deposit Invoice where applicable for the estimated Venue Charges and a Letter of Acceptance. The Hirer shall pay the venue deposit required by the invoice due date or no less than ONE month before Date of Event, whichever is the earlier, failing which YST reserves the right to terminate the Agreement and cancel the booking.
- 2.3 The Hirer shall pay upon demand further Venue Charges in the event of booking changes approved by YST.
- 2.4 At YST's request, the Hirer may pay a deposit as may be required by YST as a security deposit for any possible damage to YST.
- 2.5 The Agreement for the use of the Premises is inclusive of the provision of one event Coordinator.
- 2.6 The Hirer shall pay additional charges ("Additional Charges") at the rate/s stated in the Rental Rates List or such other rate/s as shall be specified by YST for:
- 2.6.1 the use of all technicians for set-up, rehearsals and performances;
 - 2.6.2 the use of ushers;
 - 2.6.3 the use of any other extra equipment.

- 2.7 YST reserves the right to require additional technicians and/or ushers (whether from YST or external service providers) to be engaged at the Hirer's expense.
- 2.8 The Hirer will pay all invoices issued by YST within 30 days from the date thereof.

3. CHARGES

- 3.1 The Venue Charges and Additional Charges (collectively "Rental Charges") payable by the Hirer shall be in accordance with the rates applicable as at the date of the Event, as determined by YST.
- 3.2 The different categories of Rental Charges are as set out below:
- 3.2.1 Commercial Organisations: All profit-making companies, commercial organizations and individual hires.
 - 3.2.2 Non-profit Organisation / Arts group / Educational Institutions: Public institutions and locally registered non-profit arts organizations.
 - 3.2.3 NUS Departments: NUS Faculties, NUS Departments, and NUS Halls of Residence.

Please refer to the current Rental Rates List for more details.

- 3.3 The Hirer's nominated representative shall sign off on the document titled "Production Form" with respect to the charges incurred for the day, at the conclusion of each day. Should the Hirer's nominated representative fail or refuse to sign the document, charges reflected in the Production Form shall be taken as a true record of charges incurred.
- 3.4 The parties agree to resolve in good faith any dispute as to the amount of Venue Charges and/or Additional Charges but such dispute shall not entitle the Hirer to withhold any amount under any invoice or postpone any payment.

4. CANCELLATION & FORFEITURE

- 4.1 Notice of cancellation by the Hirer is required in writing and is subject to payment of the charges set out in Clause 4.2.
- 4.2 If notice is given by the Hirer:

4.2.1 3 months or less prior to the commencement of Period of Hire, the full amount of the Venue Rental Estimate will be chargeable to the Hirer.

4.3 Special consideration and priority is given to National and State functions notwithstanding any confirmed booking by a Hirer. YST shall have the right to cancel, advance or defer any confirmed booking in full or in part in the event that any of the dates booked coincide with the dates of National or State functions.

4.4 Notwithstanding anything in these Terms and Conditions, YST reserves the absolute and final right to cancel, advance or defer any confirmed booking at any time by giving at least six (6) months prior notice to the Hirer.

4.5 In any of the cases specified in Clause 4.3, the Hirer shall be given advance notice as soon as is practicable of the intention to cancel, advance or defer the confirmed booking.

4.6 In any of the cases specified in Clauses 4.3 or 4.4, upon cancellation or termination of confirmed bookings, any money paid by the Hirer to YST shall be refunded and YST shall not be liable to the Hirer for any loss, damage, cost, expense or otherwise arising from such cancellation or termination.

4.7 Any refund made by YST pursuant to these Terms and Conditions shall only be made to the Hirer as named on the YST Letter of Acceptance.

5. TRANSFER, POSTPONEMENT & EXTENSION

5.1 Bookings are made strictly between YST and the Hirer and are not transferable or assignable by the Hirer to any other person, corporation or business.

5.2 YST is not obliged to recognize any such transfer or assignment and shall be entitled to refuse any transferee or assignee entry into the Premises and/or the use of the Premises. YST shall not recognise nor shall the Hirer be entitled to claim that the booking has been made on behalf of or for the benefit of another party.

5.3 The Hirer is strictly limited to the Period of Hire stated in the YST Venue Request Form and agreed to by YST. Postponement and extensions may be granted at the sole discretion of YST, in which case further Venue Charges and Additional Charges shall be payable.

6. SEATING, TICKET PRICES & EVENT PROGRAMME

6.1 The Hirer must submit to the Coordinator a seating plan for the Event with ticket prices indicated for approval, The Hirer shall not proceed to print nor sell tickets for the Event without prior approval from YST.

- 6.2 The Hirer shall use the Premises solely for the purpose of holding the Event and the Event shall not comprise any political or religious activities. The Hirer shall submit to the Coordinator a programme for the Event at least 4 weeks before the Event, for approval, failing which YST shall have the right to terminate the Agreement and cancel the booking. In the event of such termination or cancellation by YST as aforementioned, the full amount of the estimated Venue Charges will be forfeited. If an insufficient amount has been paid by the Hirer, any shortfall will be payable by the Hirer immediately.
- 6.3 YST reserves the right to request for any changes to the Event programme at any time, if in its sole opinion such programme or any part thereof may be deemed unsuitable or inappropriate for the Hirer's permitted use of the Premises. The Hirer shall promptly comply with any such request from YST.

7. INTELLECTUAL PROPERTY RIGHTS AND OTHER LICENCES

- 7.1 It is the duty and responsibility of the Hirer to ensure and to prove to the satisfaction of YST that:
- 7.1.1 all necessary licenses, permits and authorisations required from governmental or non-governmental authorities or bodies including but not limited to arts entertainment, public entertainment, public fundraising licenses and permits relating to the use of the Premises for the Event, have been obtained from the relevant authorities or bodies; and
 - 7.1.2 prior permission from all copyright and other intellectual property right owners (if any) affected or which may be affected in connection with the Event have been obtained.
- 7.2 The Hirer shall be responsible to pay all license fees, royalties and/or other charges imposed in connection with Clauses 7.1.1 and 7.1.2 above.
- 7.3 The Hirer is required to secure and submit a copy each of the Arts/Public Entertainment License and the insurance policies referred to in Clause 9.2. to YST no later than 4 weeks before the commencement of the Period of Hire, failing either of which YST shall be entitled to terminate the Agreement and cancel the booking.
- 7.4 Notwithstanding anything in this Clause 7, the Hirer shall indemnify YST against all claims, demands, actions and proceedings arising out of any infringement of copyright and/or other intellectual property rights due to the use of any intellectual property rights occurring during the period of use of the Premises or from any breach of the Hirer's obligations under Clauses 7.1 to 7.3 above.
- 7.5 The Hirer shall ensure that the YST shall be expressly credited (in any photograph, publication, transmission, printed material, broadcast, digital image and/or video recording created and/or produced by the Hirer or persons engaged by the Hirer),

in relation to all images recorded and/or captured by whatsoever means, of any part, component, facade and/or architectural element (whether internal or external) of the YST and/or the Premises. Such credit shall be given in a form and manner pre-approved by YST.

8. LOSS OR DAMAGE TO PROPERTY

- 8.1 The Hirer shall be entirely responsible for the property, safe setting and installation of all its backdrop, props and other equipment and for the proper working of all its electrical, mechanical and other appliances. YST will not be held responsible for any loss, damage, cost, expense, claim or demand arising from or as a result of any accident or injury suffered by any person in connection with such backdrop, props, equipment or appliances.
- 8.2 Should the Premises or any part thereof and/or any Equipment be broken, damaged or lost, the Hirer shall indemnify YST for the replacement cost and/or the costs of the repairs to make good such breakage, damage or loss, as well as for all damages, loss, costs and/or expenses suffered by YST as a result of such breakage, damage or loss. The amount of the replacement cost and/or the cost of repairs certified by YST shall be final and conclusive. No Equipment or property may be moved, altered or modified without the prior written approval of YST and if such approval is given, such movement, alteration or modification is to be done under the supervision of YST's staff and YST may require the Hirer to pay a security deposit in such amount as it shall specify for such purposes.
- 8.3 The storage of property on the Premises will be at the sole risk of the Hirer or owner of the property (as the case may be) and YST will not be responsible for any damage or loss whatsoever and howsoever caused to such property.
- 8.4 All property brought onto the Premises by the Hirer must be removed on or before the expiry of Period of Hire, failing which additional Venue Charges and/or Additional Charges will be levied. In the event of the failure on the part of the Hirer to pay the additional Venue Charges and/or Additional Charges within 30 days from the date of invoice or written demand, without prejudice to any other rights it may have in respect of such debt, YST reserves the right to dispose of or to destroy such property as it thinks fit and the Hirer shall be liable for all costs and expenses incurred by YST (including such administrative fees as YST shall specify) in undertaking such disposal or destruction as the case may be. No claim whatsoever shall be made against YST, the Coordinator or any of YST's staff or agents on account of such disposal or destruction.
- 8.5 The Hirer shall be responsible for ensuring that the Premises are kept clean and tidy at all times during the Period of Hire. In the event that extra cleaning is undertaken during or following the Hirer's use of the Premises, the Hirer shall pay YST such additional charges as notified by YST.

9. EXCLUSION OF LIABILITY AND INSURANCE

- 9.1 In the absence of fraud or bad faith, YST shall not be liable for any delays, interruptions, disruptions or cancellations, or any loss, damage, costs, charges and/or expenses, (of whatsoever nature and howsoever arising) suffered and/or incurred by the Hirer as a result of any act or omission of any of YST's employees, agents or contractors.
- 9.2 The Hirer shall take out such fire insurance, public liability insurance and other risks insurance for an Event. The insurance coverage amount for public liability insurance for an Event shall be as stated in Clause 9.3 below or shall be for such other amount as may be specified by YST from time to time. Copies of the relevant insurance policies shall be provided by the Hirer to YST at least 4 weeks prior to the commencement of the Period of Hire, failing which YST shall be entitled to terminate the Agreement and cancel the booking.
- 9.3 The particular venue and/or venues and the amount of public liability insurance coverage to be procured by the Hirer for an Event held at such venue and/or venues, are as follows:
- 9.3.1 For an Event to be held in the YST Concert Hall, Orchestra Hall and any or all of the ancillary venues: \$10,000,000;
 - 9.3.2 For an Event to be held in the YST Concert Hall and the respective foyers/ancillary venues: \$3,000,000;
 - 9.3.3 For an Event to be held in the YST Orchestra Hall and the respective foyers/ancillary venues: \$1,000,000; and
 - 9.3.4 For an Event to be held in an ancillary venue: \$500,000.
- 9.4 In addition to the requirements stated in Clauses 9.2 and 9.3 above, the Hirer shall ensure the following conditions are provided for in the public liability insurance policy which they shall procure for an Event:
- 9.4.1 The policy shall expressly include coverage for all persons attending and/or involved in any manner whatsoever with the Event, including but not limited to (i) the staff, representatives, agents, contractors and subcontractors of NUS and the Hirer, (ii) entertainers, (iii) freelancers, (iv) performers, (v) volunteers and (vi) students.
 - 9.4.2 NUS shall be named as a joint insured party in the policy;
 - 9.4.3 There shall be an express waiver of subrogation rights against NUS by the insurer; and
 - 9.4.4 There shall be a cross liability clause in the policy.

10. YST STAFF

- 10.1 The Hirer shall not have any direct authority over any YST staff stationed at the Premises. Any disagreement with any member of YST's staff or complaint of misbehaviour on the part of such staff shall be reported directly to the Front of House Manager.
- 10.2 The offering and/ or giving of gratuities to staff of YST is strictly prohibited.
- 10.3 The Hirer shall include appropriate meal breaks for YST staff of no less than one hour, or with the staff's agreement no less than 30 minutes for every 5 hours of elapsed working period. Additional charges will be imposed on the Hirer for work done through the agreed meal breaks. Should the Hirer be in breach of this term, YST shall have the right to require additional YST staff to be rostered at the Hirer's expense so as to reduce the number of working hours in a day to such number as YST shall deem appropriate.

11. HOUSE RULES

11.1 Entry / Access

- 11.1.1 YST reserves the right to refuse any person (including without limitation the Hirer's employees, agents or contractors) entry to its Premises for any reason whatsoever. This includes, without limitation, the right to refuse entry as a result of the detection or display of physical symptoms giving rise to the reasonable suspicion of any medical condition suspected to be contagious or dangerous, in which case YST may further require, as a condition of entry, the production of satisfactory medical certification of good health obtained from a medical practitioner approved by YST. YST shall not be liable for any loss, damage, costs, charges or expenses suffered and/or incurred as a result.
- 11.1.2 No person other than the authorised staff of YST shall be permitted to remain on the Premises beyond the scheduled Period of Hire or such further period as YST shall allow.
- 11.1.3 No person shall be admitted to the Premises outside the Period of Hire, unless on official business with YST and with prior appointment.
- 11.1.4 YST may refuse admission to any person who in its sole opinion is likely to cause embarrassment or annoyance to other patrons and/or Hirer.

- 11.1.5 For the avoidance of doubt, YST shall have access to all areas of the Premises at all times during the Period of Hire.
- 11.1.6 The Hirer shall ensure that no child or young person (as defined under the Children and Young Person's Act (Cap. 38)) shall take part in any Event (which includes any exhibition or performance):
- (a) which is of an immoral nature;
 - (b) which is dangerous to life or prejudicial to the health, physical fitness and kind treatment of the child or young person; and/or
 - (c) without the consent of his parent or guardian.
- 11.1.7 At the completion of each rehearsal or Event, the Hirer is to remove all stage sets and equipment and restore the Premises to its original state by the end of the scheduled Period of Hire or such further period as YST shall allow.
- 11.1.8 The Hirer shall make prior arrangements with YST for entry into the Premises for the preparation of the Event during the Period of Hire.
- 11.1.9 The Hirer shall be wholly responsible for the acts, default or neglect of the Contractors on the Premises. The Hirers shall ensure that such Contractors adhere to these Terms and Conditions and any other conditions attached to their entry, use and occupation of the Premises. The Hirers shall indemnify YST for all loss and damage suffered by YST or any other person arising out of any act, neglect or default of such Contractors.

11.2 **Safety in the Workplace**

- 11.2.1 YST proactively observes legislation with regard to safety in the workplace and will not allow any practices, which are considered unsafe.
- 11.2.2 The Hirer shall at all times comply with all instructions, directives and requirements as YST may impose or issue from time to time, including without limitation, those with regard to safety, security, rigging, technical requirements and/ or the use of electricity.

11.3 **Fire Safety**

- 11.3.1 All sceneries, draperies, cloths, floral decorations, curtains, fabric and similar material to be used shall be rendered flameproof, preferably in the process of manufacture and to the satisfaction of YST and the building manager and shall comply with all applicable

laws. Fire retardant documentation is to be submitted to YST at least 7 days prior to the commencement of the Period of Hire.

- 11.3.2 All passageways, means of exit and exit signs shall be kept clear and unblocked. No furniture, equipment or other obstruction shall be placed at these places, or restrict access to the operation of these places and any fire appliances.
- 11.3.3 The service fees for the fire officers, engaged by YST, and on duty during the Period of Hire are payable by and recoverable from the Hirer.
- 11.3.4 No naked fire/flame, smoking or striking of matches or gas lights or lighters will be allowed in any part of YST (including foyers), except when they are necessary for the Event, in which case, the prior written approval of YST is required. The Hirer shall also comply with all applicable legislation and such requirements as YST may impose and shall provide sufficient and suitable receptacles for the purpose of depositing matches, cigarette ends and pipe refuse. There shall be strictly no smoking in the technical control rooms or any other part of the Premises.
- 11.3.5 No activity that may produce any smoke and no smoke machine of any type will be allowed in any part of YST without the prior approval of the Coordinator. Where the Hirer requires the smoke isolation for any reason, a minimum of 7 calendar days' prior written notice must be given to YST. This is to facilitate the scheduling of smoke isolation at the Premises. The Hirer will be liable for all costs, expenses or damage arising from the Hirer's failure to provide YST with the notification required under this clause 11.3.5.
- 11.3.6 Subject to testing and approval by the relevant authorities and YST, pyrotechnics and naked flames may be used in productions under strict compliance with the guidelines of YST and of the relevant authorities. The use of any pyrotechnics is covered by legislation including requiring a licensed pyrotechnics operator. A fire officer shall be in attendance should naked flames, pyrotechnics or other flame effects be utilized.
- 11.3.7 The prior written approval of YST must be obtained before any hazardous materials or equipment is brought onto the Premises or any other part of YST.

11.4 No Warranty as to Fitness

- 11.4.1 The Hirer shall be deemed to have actual and full notice of the state and condition of the Premises and Equipment as regards access, light, air, repair, temperature and in all respects, including but not limited to the limitations relating to certain seats in the Premises from which the view of the Stage may be partially or wholly affected.

The Hirer shall take the Premises including all Equipment on an “as is where is” basis and shall not be entitled to make any objection or claim any compensation from YST for any loss or damage arising from the state or condition of the Premises and/or Equipment.

11.4.2 YST does not expressly or impliedly warrant that the Premises or Equipment or any part thereof are or will remain suitable or adequate for all or any of the purposes of the Hirer and all warranties (if any) as to the suitability or adequacy of the Premises and/or Equipment implied by law are hereby expressly negated.

11.5 **Miscellaneous**

11.5.1 No additional equipment may be brought onto the Premises without YST’s prior written consent and if such consent is obtained, the Hirer shall be responsible for bringing such equipment onto the Premises and for the removal of the same.

11.5.2 Amplification of sound by electronic devices that may be heard from outside the Premises or that may cause annoyance to other Hirers of the Premises is strictly prohibited.

11.5.3 Beverages and food shall not be consumed on the Premises other than in the places allocated for such purposes by the Coordinator. In line with the practice in other public venues and hotels, durians are not allowed to be brought into the Premises or any other part of the YST.

11.5.4 Screws, nails or devices likely to deface the walls, floors or ceilings are not allowed to be used on any part of the Premises.

11.5.5 (a) The Hirer shall not by itself sell and/or distribute food and/or alcohol, or cook food on any part of the Premises.

(b) The Hirer may however engage their preferred caterers to provide food and beverages for sale and/or consumption on the Premises, as long as the said caterers are registered, prior to the Hirer contracting their services.

11.5.6 Painting is not allowed in any part of the Premises except with the prior written consent of YST and then only in the specifically designated areas.

11.5.7 No materials, goods or equipment shall be dragged along the floors of the YST Concert Hall or any other part of the YST. For heavy loads, trolleys with non-marking rubber castors must be used.

11.5.8 No placement or installation of banners, posters or advertising materials will be permitted on or about the Premises or the YST

without the prior written approval of YST. The placement or installation methodology of all banners, posters and advertising material will be submitted in writing to YST at least 7 working days prior to the commencement of the Period of Hire.

- 11.5.9 The Hirer agrees to abide strictly by all safety regulations applicable to the Premises under law and as may be notified by YST from time to time. In the event any claim or proceeding is instituted against YST or its employees, agents or contractors as a result of the Hirer's failure to abide by the safety regulations or any provision of these Terms and Conditions, the Hirer hereby agrees to indemnify YST and its employees, agents and contractors for all damages, loss, costs and/or expenses suffered by any or all of them as a result of such claim or proceeding.
- 11.5.10 The Hirer shall inform YST at least 4 weeks prior to the commencement of the Period of Hire of any special or additional requirements in respect of the Event or the Premises, including without limitation, a proposed change in the configuration of the Premises or a proposed change in environment such as a change in air-conditioning temperature. YST may, at its absolute discretion, accommodate such requirements in whole or in part. In the event YST has no objections to such requirements, YST may, in its absolute discretion, make such announcements to the patrons or other Hirers in respect of such special or additional requirements as YST shall see fit.
- 11.5.11 YST reserves the right to restrict the number of people attending any rehearsal of the Event and further to restrict the movements of the Hirer, its employees, agents and contractors and the performers on Event days or during setting up or rehearsals in the YST, including blocking access to any section of the YST which may be closed for other events or functions.
- 11.5.12 Loading and unloading of goods may only be done at the designated loading/unloading areas at the rear of the YST.

12. DISPUTE RESOLUTION

- 12.1 Any dispute arising out of or in connection with the Agreement, these Terms and Conditions, and/or any other terms and conditions as may be agreed between the Hirer and YST in writing from time to time, including any question regarding the existence, validity or termination thereof, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this clause. The arbitration tribunal shall consist of 1 Arbitrator.

12.2 The place of arbitration shall be in Singapore and the language of the arbitration shall be English.

12.3 The decision of the arbitration tribunal shall be final and binding on all parties and shall be enforceable in any court of competent jurisdiction.

13. PERSONAL DATA

13.1 To process, administer and/or manage the Hirer's relationship with YST, YST will necessarily need to collect, use, disclose and/or process personal data or personal information provided in Venue Request Form submitted by the Hirer.

13.2 Such personal data will be collected used, disclosed and/or processed by YST for the following purposes:

- (a) Processing and managing the Hirer's application for the use of the Premises;
- (b) Manage approved access of the Premises, including restricted areas, of the Hirer's personnel, contractors, agents, performers and authorized persons as may be advised by the Hirer, during the Period of Hire;
- (c) Contact tracing in case of emergencies or epidemics;
- (d) Event coordination, contacting and liaising for details of event, billings, invoicing (collectively, "Purposes")

13.3 The personal data given in Venue Request Form and in any other form which may be submitted for the purposes of this application (collectively, "Forms") may be disclosed by YST to its third party service providers or agents (including its lawyers/law firms) which may be sited outside of Singapore, for one or more of the above Purposes, as such third party service providers or agents, if engaged by YST, would be processing the personal data given in the Forms for one or more of the above Purposes.

13.4 WHERE THE HIRER IS AN INDIVIDUAL

By submitting the Forms, the Hirer

- (a) Consents to YST collecting, using, disclosing and/or processing its personal data for the Purposes described above;
- (b) Consents to YST disclosing its personal data to YST's third party service providers or agents (including its lawyers and law firms) for the Purposes;

- (c) Consents to YST transferring its personal data out of Singapore to YST's third party service providers or agents where such third party service providers or agents are sited (whether in Singapore or outside Singapore), for the Purposes described above; and
- (d) Represents and warrants that the Hirer is the user and/or subscriber of the telephone numbers provided by the Hirer in the Forms, and that the Hirer has read and understood the above provisions.

13.5 WHERE THE HIRER DISCLOSES PERSONAL DATA OF 3RD PARTY INDIVIDUALS TO YST

The Hirer represents, undertakes and warrants that:

- (a) for any personal data of individuals that the Hirer will be or is disclosing to YST, the Hirer would have prior to disclosing such personal data to YST obtained the appropriate consent from the individuals whose personal data are being disclosed, to:
 - (i) Consent to YST collecting, using, disclosing and/or processing its personal data for the Purposes described above;
 - (ii) Consent to YST disclosing its personal data to YST's third party service providers or agents (including its lawyers and law firms) for the Purposes described above;
- (b) any personal data of individuals that the Hirer will be or is disclosing to YST are accurate. Further, the Hirer shall give YST notice in writing as soon as reasonably practicable should it be aware that any such personal data has been updated and/or changed after such disclosure;
- (c) it shall give YST notice in writing as soon as reasonably practicable should it be aware that any individual above has withdrawn such consent as set out at sub-clause (a); and
- (d) it shall otherwise assist YST to comply with Singapore's Personal Data Protection Act 2012, its revisions made from time to time and all subsidiary legislation related thereto (hereinafter referred collectively as the "PDPA").

13.6 Notwithstanding anything to the contrary, the Hirer undertakes to indemnify and at all times hereafter to keep YST (together with its officers, employees and agents) (each an "Injured Party") indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including full legal costs on a solicitor and own client basis) which may be suffered or incurred by the Injured Party or asserted against the Injured Party by any person or entity (including the Hirer, his/her agents) whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of:

- (a) any breach of any of the provisions in this clause; and/or
- (b) any action or omission by the Hirer, that causes YST and/or any of its related corporations to be in breach of the PDPA.

13.7 For the avoidance of doubt, Clause 13.6 applies whether the Hirer is an individual or otherwise.

14. GENERAL

14.1 YST reserves the right to amend or revise any of the above Terms and Conditions from time to time at its absolute discretion and the Hirer agrees to comply with the revised Terms and Conditions applicable at the relevant time.

15. FORCE MAJEURE

15.1 Any circumstance beyond the control of a party, which delays, interrupts or prevents the Event, shall be deemed to be an event of "Force Majeure". Such circumstances shall include but are not limited to breach of the peace, epidemic, flood, fire, explosion, lightning, storm, sabotage, power failure not due to either party's fault, act of God, strike, picketing, lock-out and act of government authority.

15.2 Should the Event not be held due to an event of Force Majeure, YST shall not be in default and the Hirer shall not be entitled to any refund, compensation, damages or any other recourse against YST there for.

16. GOVERNING LAW AND JURISDICTION

16.1 The Agreement, these Terms and Conditions, and/or any other terms and conditions as may be agreed between the Hirer and YST in writing from time to time, and all matters arising from or in connection with them shall be construed in accordance with the laws of the Republic of Singapore.

16.2 The Hirer, its staff, volunteers and the Contractors shall at all times comply with the laws of the Republic of Singapore.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 17.1 Any person who is not a party to the Agreement whether or not any benefit is conferred or purported to be conferred on him directly or indirectly has no right under the Contracts (Right of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement.

Effective March 2024