

NANYANG AUDITORIUM - TERMS AND CONDITIONS

The following Terms and Conditions shall govern the use of the Nanyang Auditorium and all Licensees shall be deemed to have agreed to abide and be bound by these Terms and Conditions.

1. DEFINITION

- 1.1. **Agreement** means the binding agreement constituted by the University's acceptance of the Licensee's application for the use of the Premises as described in Clause 8.2 and which shall be deemed to incorporate these Terms and Conditions.
- 1.2. **CDFMO** whenever used hereafter shall mean the Chief Development and Facilities Management Officer and also person or persons as may be deputed by him to act on his behalf for the purpose of these regulations.
- 1.3. **Event** means the performing arts events, performance, function, conference or other event indicated in the Licensee's application as the purpose of the use of the Premises, subject to the approval of the University.
- 1.4. **Licensee** 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.
- 1.5. **Premises** mean the Nanyang Auditorium and/or other space(s) in and/or the facilities of the Nanyang Auditorium the use of which is/are being licensed to the Licensee for the Period of Hire.
- 1.6. **Period of Hire** means the period or periods specified in the Licensee's application and approved by the University.
- 1.7. The **University** means Nanyang Technological University.

2. COPYRIGHT AND TRADEMARKS

- 2.1. The name, logo and crest of the University are the trademarks of the University. The Licensee may not use, reproduce, copy or redistribute these trademarks without the prior written permission of the University.
- 2.2. No Licensee shall use the name, logo and crest of the University that may:
 - 2.2.1. Create an impression of endorsement by the University of any individual, entity, product, goods, services, program, event, or web site.
 - 2.2.2. Create an impression of affiliation, partnership, or sponsorship with or by the University.

3. RULES & REGULATIONS

- 3.1. The Licensee shall observe the advised time of the commencement of the Event and shall vacate the Premises on or before the expiry date and time of hire of the Premises:
 - 3.1.1 Except during the hours of any performance/function, no person shall be admitted to the Premises unless on official business.
 - 3.1.2 Other than authorised staff of the University, no other personnel shall be permitted to remain on the Premises after the closing hours.
 - 3.1.3 The CDFMO may refuse admission to any person who in his opinion is likely to cause embarrassment or annoyance to other patrons or users of the Premises.
 - 3.1.4 No unauthorised person shall:
 - (a) Be admitted to the Machinery Plant Rooms, Store Rooms, Technical Control Rooms or the stage area.
 - (b) Handle the stage technical appliances such as counter-weights, fly-bars, locking levers for the ropes, etc., or operate the stage-lighting consoles, sound reinforcement consoles, curtain controls and the air-conditioning plants; and
 - (c) Have access to or play the Grand Piano at Nanyang Auditorium without the consent of the CDFMO.
- 3.2. No banner, poster or advertising material will be permitted on or about the Premises without prior written approval of the CDFMO at least 7 working days prior to the commencement of the Period of Hire.
- 3.3. No infant in arms shall be admitted to any Events except in the case where the Event is a baby show or baby competition.
- 3.4. The Licensee and its guests and participants shall indemnify and hold the University harmless from all loss, damage, or liability to any person arising from any nuisance made or suffered in or around the Premises by the guest or visitors, or from any carelessness, negligence, or improper conduct of such guest or visitor.
- 3.5. All sceneries, draperies, cloths or any description, floral decorations, curtains, etc. to be used in a production shall be rendered flameproof, preferably in the process of manufacture and to the satisfaction of the CDFMO.
- 3.6. The Licensee shall ensure that fire safety regulations are strictly adhered to.
- 3.7. It is the duty of the Licensee to ensure and to prove
 - 3.7.1 That the necessary license for using the Premises to hold a performance/function, exhibition, meeting, seminar, etc. has been obtained from the relevant authorities; and
 - 3.7.2. That prior written permission from the copyright/intellectual property rights owners has been obtained for the performances to be staged.
- 3.8. The Licensee shall responsible to pay all copyright/intellectual property rights royalties, if any or applicable.

- 3.9. The Licensee shall indemnify the University against all claims, demands, actions and proceedings arising out of any infringement of copyright/intellectual property rights on the unauthorised playing, performance or use of any record, tape, apparatus of contrivance occurring during the period of rental of the Premises.
- 3.10. The storage or properties on the Premises will be at the risk of the Licensee or owner, and the University will not be held responsible for any damage or loss by way cause whatsoever.
- 3.11. All properties must be removed on or before the expiry date and time, failing which extra rental will be charged. In the event of failure on the part of the Licensee to pay extra rental within 7 days from the date of written demand, the CDFMO reserves the right to dispose of or to destroy such properties as he may think fit. No claim whatsoever shall be made against the University on account of such disposal or destruction.
- 3.12. Should any equipment or properties of the hall be broken, damaged or lost, or should any damage be done to the Premises, the Licensee 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 CDFMO. If approval is given, the University may require a deposit to cover the cost of the repair or replacement should the equipment or property be damaged.
- 3.13. The Licensee shall be entirely responsible for the proper and safe setting of all his scenery and for the proper working of all his own electrical, mechanical and other appliances. The University shall not be held responsible for any expenses, claims or demand make in the event of any accident occurring to any person engaged in connection with the work.
- 3.14. For the avoidance of doubt, the University shall have access to all areas of the Premises at all times during the Period of Hire.
- 3.15. No Licensee shall have control over any staff of the University. Any disagreement with any member of the staff or misbehaviour on the part of the staff shall be reported to the CDFMO.

4. NO WARRANTY AS TO FITNESS

- 4.1. The Licensee 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 view of the stage may be partially or wholly affected. The Licensee 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 the University for any loss or damage arising from the state or condition of the Premises and/or equipment.
- 4.2. The University does not express or imply warranty 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 Licensee and all warranties (if any) as to the suitability or adequacy of the Premises and/ or equipment implied by law are hereby expressly negated.

5. RESTRICTIONS

- 5.1. The Premises shall be used only for seminars, functions, performances, or such purposes as approved by the CDFMO. Religious and political activities, and performances of an immoral nature are not allowed.

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- 5.2. Distributing or the sales of books or any material whatsoever cannot be conducted in any part of the campus without prior written permission from the CDFMO.
- 5.3. Intoxicating or other liquors, beverages and food shall not be consumed on the Premises other than in the place and space allocated for such purpose.
- 5.4. Cooking is not allowed in any part of the Premises.
- 5.5. There shall be strictly no smoking in the Premises.
- 5.6. Giving of gratuities to members of the staff are strictly prohibited.
- 5.7. It is prohibited to duplicate keys to any University facility.
- 5.8. Screws, nails or devices of any description likely to deface the wall, floors or ceilings are not allowed to be used on any part of the Premises.

6. FURNITURE & EQUIPMENT

- 6.1. 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 permission of the CDFMO. If such electrical apparatus or fittings are necessary, the Licensee shall comply with the relevant authorities' requirement and install them at his own expense.
- 6.2. Over-amplification of sound by electronic devices that will cause annoyance to other users of the Premises is strictly prohibited.
- 6.3. The seating arrangements in the theatres or other function rooms may not be altered or removed without prior written approval of the CDFMO.
- 6.4. All passageways and means of exit shall be kept clear and no table or chair shall be placed at these places without the prior written approval of the CDFMO.
- 6.5. Any material, goods, equipment, etc. shall not be dragged in the Premises. For heavy loads, trolleys with rubber castors are to be used.

7. EXCLUSION OF LIABILITY AND INSURANCE

- 7.1. In the absence of fraud or bad faith, the University 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 Licensee or its servants, agents, guests or any other person as a result of any act or omission of any of the University's employees, agents or contractors.
- 7.2. The Licensee shall take out such fire insurance, public liability insurance and other risks insurance for its event. The insurance coverage amount for public liability insurance for an event shall be \$5,000,000 or shall be for such other amount as may be specified by CDFMO from time to time. Copies of the relevant insurance policies shall be provided by the Licensee to CFO of the University at least 4 weeks prior to the commencement of the Period of Hire, failing which the University/CFO shall be entitled to terminate the licensing and cancel the booking.

- 7.3. In addition to the requirements stated in clauses 7.2 above, the Licensee shall ensure the following conditions are provided for in the public liability insurance policy which they shall procure for an event:-
- 7.3.1 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 the University and the Licensee, (ii) entertainers, (iii) freelancers, (iv) performers, (v) volunteers and (vi) students.
- 7.3.2 The University shall be named as a joint insured party in the policy;
- 7.3.3 There shall be an express waiver of subrogation rights against the University by the insurer; and
- 7.3.4 There shall be a cross liability clause in the policy.

8. BOOKING, PAYMENT AND CANCELLATION POLICY

- 8.1. All applications for the use of any part of the Premises shall be made in writing to the CDFMO at least one month in advance using the Nanyang Auditorium Application Form. The University may in its absolute discretion grant or refuse any application for the use of the Premises with assigning any reason whatsoever.
- 8.2. Upon the University's acceptance of the Licensee's application, there will be a binding agreement for the use of the Premises and the University will issue a deposit invoice for the estimated Venue charges and a Letter of Acceptance. The Licensee shall pay the invoice by the date stipulated in the University's Letter of Acceptance, failing which the University reserves the right to terminate the Agreement and cancel the booking.
- 8.3. Bookings are made strictly between the University and the Licensee and are not transferable by the Licensee to anyone.
- 8.4. Special consideration is also attached to University functions, or other important functions such as National and State functions, notwithstanding any confirmed booking by a Licensee. The University shall have these rights to cancel, terminate, advance or defer all other Events if the dates booked coincide with the dates of University's functions, which cannot be advanced or deferred.
- 8.5. The CDFMO reserves the right to inspect and cancel, terminate an Event which in his opinion deviates from the stated purpose or contravenes the regulations. In this respect, the decision of the CDFMO shall be final.
- 8.5.1 In any of the cases specified in Clause 8.4 or 8.5, the Licensee shall be given advance notice as early as possible of the intention to cancel, terminate, advance or defer the bookings. The University shall not be liable for damages or otherwise in respect of such action.
- 8.5.2 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 but the University shall not be liable to the Licensee for any loss or damage sustained out of such action.
- 8.6. Request for cancellation/postponement of booking must be made in writing to the CDFMO at least one week in advance, failing which no refund shall be given.

- 8.7. The Licensee 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 shall occur resulting in non-supply of electricity to the Premises for more than four hours whilst such Premises are being used by the Licensee, the rental charges of any appropriated part thereof may be refunded provided that the function is cancelled.
- 8.8. The Licensee and the member of any company whether professional or amateur and their staff generally shall adhere to these Regulations and comply with the directions of the University.
- 8.9. The University reserves the right to waive any of the above Regulations, or insert additional regulations.

We, _____ (*Name of Company/ Organisation*), declare that the particulars in this application are true and correct. We have reviewed and agree to abide by the Terms and Conditions governing the rental and use of the University's Premises.

For and on behalf of _____ (*Name of Company/ Organisation*)

Name of Authorised Representative

NRIC/UIN of Authorised Representative

Signature of Authorised Representative

Official Stamp of Company/ Organisation

Date