

TERMS AND CONDITIONS GOVERNING THE USE OF THE EVENT SPACE

1. APPLICATION

- 1.1. The Singapore Examinations and Assessment Board (“**SEAB**”) is inviting applications for the use of the Multi-purpose Rooms at levels 3 to 6 and the Hall at level 4 (“**Event Space**”) of the SEAB building at 298 Jalan Bukit Ho Swee, Singapore (“**Building**”), for the holding of official events and functions (“**Event**”).
- 1.2. The following parties are eligible to apply to SEAB for use of the Event Space:-
 - a) Public sector entities, including government departments, ministries, statutory boards, and public schools owned and operated by the Government to provide services to the public;
 - b) Corporate entities (e.g. companies, limited liability partnerships) holding a valid Unique Entity Number issued by the Accounting and Corporate Regulatory Authority.
- 1.3. A party who wishes to use the Event Space (“**Hirer**”) shall submit its application for booking of the Event Space using SEAB’s prescribed application form via form.sg at least twenty-one (21) calendar days before the date of the Event (“**Event Date**”). In submitting its application, the Hirer shall be deemed to be aware of and to have unconditionally accepted these Terms and Conditions. All applications are subject to availability and confirmation by SEAB.
- 1.4. The Event Space can be booked for use from 8.00am to 5.00pm on working days (i.e. excluding Saturdays, Sundays, public holidays, and eve of public holidays). Bookings shall be made in blocks of 4 hours or full-day. Bookings can be extended on an hourly basis, subject to availability of the Event Space, approval by SEAB and payment of Additional Hiring Charges (as defined herein). The duration of the Event as booked by the Hirer and confirmed by SEAB (including any extensions approved by SEAB) shall be known as the “**Event Period**”.
- 1.5. The Hirer shall when submitting its application inform SEAB of its person of contact (“**POC**”) with whom SEAB is to liaise on matters relating to the Event, including the Hirer’s application to book the Event Space. The Hirer represents, warrants and confirms for SEAB’s benefit that the POC is duly authorised to act for the Hirer in all matters relating to the hiring of the Event Space.
- 1.6. The submission of an application for booking of the Event Space by the Hirer shall constitute a binding offer by the Hirer capable of acceptance by SEAB. Upon confirmation of the booking in writing by SEAB, an agreement for the use of the Event Space between the Hirer and SEAB shall come into being, on the terms set out in these Terms and Conditions (“**Agreement**”).
- 1.7. SEAB shall be entitled in its absolute discretion to accept or reject any application submitted by the Hirer, without being obliged to give any reasons therefor.

2. **HIRING CHARGES / ADDITIONAL HIRING CHARGES**

- 2.1. The Hirer shall pay to SEAB hiring charges for the use of the Event Space (including SEAB's Items, as defined herein) shall be known as "**Hiring Charges**". The Hiring Charges will be determined and communicated to the Hirer after submission of their application.
- 2.2. In the event that the Event Period is (subject to SEAB's approval) extended, the Hirer shall pay to SEAB additional hiring charges at the rates specified in the Agreement ("**Additional Hiring Charges**").
- 2.3. The Hiring Charges are inclusive of charges for a one-time setting up of the Event Space according to the layout to be proposed by the Hirer and approved by SEAB. Additional fees are payable for any changes to the layout approved by SEAB, at such rates as may be determined by SEAB.
- 2.4. The Hirer shall bear all applicable Goods and Services Tax or similar tax or imposition in respect of the Hiring Charges, Additional Hiring Charges and other monies payable by the Hirer herein and pay the same to SEAB forthwith upon demand.
- 2.5. The Hiring Charges and other monies payable by the Hirer herein shall be paid on **30 days term** by way of credit payment to SEAB's **DBS bank account 003-901079-6**.

3. **HANDOVER, PREPARATION AND DISPERSAL**

- 3.1. The Hirer shall arrange for the POC and the caterer appointed by the Hirer ("**Caterer**") to attend a briefing to be conducted by SEAB at the Event Space, at such time as may be stipulated by SEAB. During the briefing, the POC shall be informed about the usage of the facilities at the Event Space and other necessary logistics and housekeeping administration.
- 3.2. The Hirer acknowledges that due to the special and confidential nature of the activities carried out at the Building (including administration of national examinations), SEAB requires absolute discretion to decide which persons can enter the Event Space and/or the Building, and members of the public are not allowed to enter the Building.
- 3.3. In this connection, the Hirer shall submit a comprehensive list of names, NRIC / Passport numbers and contact numbers of all its agents, employees, contractors and third-party providers (including catering and delivery staff), guests and any other persons requiring entry to the Event Space and/or the Building (collectively "**Attendees**") to SEAB for clearance no later than seven (7) calendar days prior to the Event Date.
- 3.4. SEAB shall have absolute discretion at any time and from time to time to refuse admittance to any person to the Event Space and/or the Building, without having to give any reasons therefor. SEAB's decision regarding admission of any person shall be final, binding and conclusive on the Hirer. For the avoidance of any doubt, any failure or refusal by SEAB to allow admittance to any Attendee shall not be a ground for the Hirer to refuse performance of its obligations under the Agreement and/or to terminate the same.
- 3.5. All Attendees shall be required to present an original photo identification document (i.e. NRIC or FIN) or their Digital NRIC (using the SingPass smartphone application) for verification of their identity in order to enter the Building.

- 3.6. The Hirer shall provide its proposed layout plan to SEAB at least seven (7) calendar days before the Event Date for approval. SEAB shall not be liable to the Hirer for any failure or delay in setting up of the Event Space arising from late submission by the Hirer of its proposed layout plan, or any changes to the approved layout plan requested for by the Hirer.
- 3.7. The Hirer shall take the Event Space including any fixtures, fittings, furniture and other items at the Event Space (collectively “**SEAB’s Items**”), in its state and condition as at the time of handover to the Hirer and on an “as is, where is” basis. The Hirer shall be deemed to have inspected the Event Space (including SEAB’s Items) and to be satisfied with the same in all respects.
- 3.8. SEAB may in its absolute discretion allow the Hirer entry into the Event Space for a maximum of thirty (30) minutes prior to the start of the Event Period, solely for the purpose of event preparation. The Event itself shall not commence until the start of the Event Period. For the avoidance of any doubt, SEAB shall not be liable to the Hirer for any failure or inability to allow the Hirer early entry into the Event Space as aforesaid.
- 3.9. At the end of the Event Period, the Hirer shall vacate and return the Event Space (including SEAB’s Items) to SEAB in a neat, clean and tidy condition, and in its original state and condition. Without prejudice to the generality of the foregoing, the Hirer shall ensure that all of SEAB’s Items are returned to SEAB in good and serviceable repair, order and condition.
- 3.10. If the Event Space is not vacated and returned to SEAB as aforesaid within fifteen (15) minutes after the end of the Event Period, the Hirer shall pay to SEAB Additional Hiring Charges for each hour or part thereof during which the Hirer remains at the Event Space, commencing from the end of the Event Period.

4. USE OF EVENT SPACE

- 4.1. The Event Space is strictly to be used for official events of the Hirer, that is to say, for training, seminars, workshops, corporate retreats and award ceremonies only. The Event Space shall not be used for any other purposes, including but not limited to the following:
 - a) Live bands, concerts, performances, and trade exhibitions;
 - b) Political or religious activities (including political rallies or speeches, religious services, and attendance of speakers / guests-of-honour in their capacity as politicians or ministers of religion);
 - c) Activities related to multi-level-marketing or “pyramid schemes”;
 - d) Activities that encourage disharmony and discord among racial groups or cause societal division;
 - e) Personal activities e.g. birthdays and weddings.

SEAB’s determination regarding whether the proposed use of the Event Space by the Hirer is permitted under this Clause 4.1 shall be final, binding and conclusive on the Hirer.

OFFICIAL (CLOSED) / NON-SENSITIVE

- 4.2. No animals or pets shall be admitted into the Event Space and/or the Building.
- 4.3. All corridors, aisles and means of entry and exit (including emergency exits, staircases and fire access openings) shall be kept clear and unobstructed at all times.
- 4.4. No nails, screws, adhesives, thumbtacks or similar materials are allowed to be used at any part of the Event Space, unless with the prior written approval of SEAB. If approved, the Hirer shall be liable for any damage to and/or disfigurement of the Event Space arising from such use. The Hirer shall ensure proper handling and removal of any goods, equipment, furniture and other items brought by the Hirer into the Event Space and the Hirer shall be liable for any damage caused to the floor, walls or other parts of the Event Space and/or the Building arising therefrom.
- 4.5. No fixtures or fittings including signage are allowed to be affixed, hung or pasted on the walls, doors or any part of the Event Space or elsewhere in the Building. SEAB's prior written approval is required for any banners or posters to be put up by the Hirer.
- 4.6. Electrical apparatus or any other fittings that may cause safety or security hazards or damage to the Event Space are not allowed.
- 4.7. Use of naked flame, pyrotechnics, smoke or fog generating devices of any kind is not allowed within the Event Space and the Building.
- 4.8. The Hirer shall not carry out any modification, installation or addition or other works (including the erection of temporary staging, platforms and other temporary structures) to the Event Space without the prior written approval of SEAB (which if granted shall be on such terms as SEAB shall in its absolute discretion deem fit, including payment of renovation or other deposit). Where SEAB's approval is granted, the Hirer undertakes at its own cost and expense to carry out all necessary reinstatement works (including the removal of any temporary structures erected) and to return the Event Space in its original state and condition, all to SEAB's satisfaction.
- 4.9. All modifications, installations, additions and other works permitted to be carried out under the provisions hereof shall be at the sole responsibility of the Hirer and shall be carried out at the Hirer's own cost and expense, and in a manner that does not cause any danger, disturbance or disruption to SEAB and/or the occupiers or users of the Building.
- 4.10. Use of the address of the Building by the Hirer shall be for the sole purpose of indicating the location of the Event Space. The Hirer shall not use SEAB's name, whether directly or indirectly, by itself or jointly with others, in its respective advertisements or promotions or in any other way or under any circumstances whatsoever. This prohibition shall be applicable at all times including the Event Period.

5. CONDUCT OF HIRER'S EMPLOYEES, CONTRACTORS, GUESTS ETC.

- 5.1. The Hirer shall ensure that all Attendees are clean, civil, sober, properly attired, and conduct themselves in a lawful, dignified and appropriate manner at all times.

OFFICIAL (CLOSED) / NON-SENSITIVE

- 5.2. In particular, the Hirer shall ensure that all of its guests attend in office wear or smart casual attire, and do not wear singlets, shorts, slippers, sandals or clothing bearing any words, slogans or symbols which SEAB may (in its sole opinion) consider inappropriate.
- 5.3. In addition, the Hirer acknowledges that the following activities are strictly prohibited within the Event Space:
- a) Consumption of alcoholic beverages;
 - b) Smoking or vaping;
 - c) Playing of loud music or creation of excessive noise;
 - d) any behaviour that may cause disturbance to, hinder or otherwise affect SEAB and/or other occupiers or users of the Building (including any drunken or disorderly conduct).

The Hirer shall ensure that the Attendees do not carry out any such activities.

- 5.4. SEAB shall be entitled in its absolute discretion to remove from the Event Space and/or the Building any person who is not in compliance with the provisions of this Clause 6, or whom in SEAB's sole opinion is undesirable, a potential health, safety or security risk, or may bring disrepute to SEAB and/or the Building, or may affect or hinder the activities of SEAB and/or the occupiers of the Building.

6. CATERING AND CLEANLINESS

- 6.1. No food or drinks shall be prepared, consumed or served within the Event Space and/or the Building, save for such area as may be designated by SEAB in its absolute discretion for such purpose ("**Breakout Area**").
- 6.2. The Hirer shall keep the Event Space and the Breakout Area in a neat, clean and tidy condition at all times.
- 6.3. The Hirer shall ensure that all rubbish (including food waste) is removed from the Event Space, the Breakout Area and the Building at the end of the Event Period and disposed of at such place as may be designated by SEAB. No rubbish and unwanted items (including food waste, leftovers or discarded eating utensils) shall be left at the Event Space, the Breakout Area and the Building.
- 6.4. If additional cleaning of the Event Space, the Breakout Area and/or the Building is required due to improper waste disposal, poor housekeeping or otherwise (whether by the Hirer or the Attendees), the Hirer shall pay such cleaning fees as may be determined by SEAB. A statement by SEAB of the amount of such cleaning fees shall be final, binding and conclusive on the Hirer as to the matters set out therein.
- 6.5. For the purposes of this Clause 6, "**additional cleaning**" includes, but is not limited to, additional area and spot cleaning of walls, floor, carpet and furniture for spillage and stains due to or caused by improper care and negligence, loading and unloading of catered food, disposal of rubbish, repainting of badly stained wall surfaces, and so forth.

7. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 7.1. The Hirer shall comply with and ensure that all Attendees comply with:
- a) All applicable laws, regulations, directions, orders or measures imposed by the relevant authorities, including but not limited to fire safety regulations, building code(s) and safe management measures (collectively “**Laws**”);
 - b) All by-laws, policies, rules, regulations or guidelines relating to the Event Space and/or the Building promulgated by SEAB from time to time (collectively “**Rules and Regulations**”);
 - c) The terms of the Agreement (including Clauses 6 and 7).
- 7.2. Failure by the Hirer to comply with any of the provisions of this Clause 7 shall be deemed to be a material breach, and SEAB shall be entitled to forthwith terminate the Agreement without liability to the Hirer for any damages, loss or otherwise as a result of such termination, and without prejudice to any other rights and remedies of SEAB against the Hirer, including for unpaid Hiring Charges and other monies due to SEAB.
- 7.3. The Hirer shall indemnify and keep SEAB indemnified from and against any claims, demands, proceedings, liabilities, fines, penalties, forfeiture, loss, damage, costs and expenses arising from or relating to any breach by the Hirer and/or the Attendees of the provisions of this Clause 7.

8. DAMAGE TO PROPERTY AND LIABILITY

- 8.1. The Hirer shall be liable to SEAB for any damage to the Event Space, the Breakout Area and/or the Building caused by or contributed to by the Hirer and/or the Attendees. If SEAB (in its absolute discretion) elects to rectify or make good any such damage, the Hirer shall bear all costs and expenses thereby incurred by SEAB and pay the same to SEAB forthwith upon demand. A statement by SEAB as to such costs and expenses shall be final, binding and conclusive on the Hirer as to the matters stated therein.
- 8.2. The Hirer hereby agrees to indemnify and keep SEAB indemnified from and against all claims, demands, proceedings, liabilities, fines, penalties, forfeiture, loss, damage, costs and expenses (including legal fees on a full indemnity basis) that SEAB may suffer or incur as a result of or in connection with:
- a) any act, omission, or negligence of the Hirer and/or the Attendees;
 - b) any breach of the Agreement by the Hirer;
 - c) any damage to property, death or injury to persons arising from the Hirer’s use of the Event Space;
 - d) any violation of Laws and/or the Rules and Regulations by the Hirer and/or the Attendees;
 - e) Any claims arising from the content or nature of the Event.

- 8.3. The Hirer acknowledges and agrees that it uses the Event Space and Breakout Area at its sole risk, and it is the Hirer's sole responsibility to provide (at its own cost and expense) for its own insurance coverage without recourse to SEAB.

Accordingly, SEAB shall not be liable to the Hirer for any loss, damage, death, injury, costs or expenses whatsoever and howsoever (including for the avoidance of any doubt any indirect or consequential loss) that the Hirer, the Attendees and/or any other party may suffer or incur arising from or relating to the following:-

- (a) the entry to the Building and use of the Event Space and/or the Breakout Area by the Hirer and/or the Attendees;
- (b) any occurrences within the Event Space, the Breakout Area and/or the Building, including but not limited to non-functioning of the air-conditioning, any computer hardware, software or network failure or malfunction, fire, explosion, falling plaster, dampness, escape of water or leaks from any part of the Building, failure, disrepair or malfunction of any pipes, electrical wiring, sewerage system or other conducting media, or any appurtenances being out of repair;
- (c) any failure, inability or delay in SEAB in fulfilling any of its obligations under the Agreement due to any occurrence beyond SEAB's control, including but not limited to any armed conflict, changes in and/or imposition of new Laws, civil commotion (including riots), curfew, emergency, fire, flood, infectious diseases, labour disputes, lightning, shortages or delay in provision of manpower or materials;
- (d) any act, default, omission or negligence of any agent, employee or independent contractor of SEAB (including any security personnel) in or about the performance or purported performance of their duties;
- (e) any act, default, omission or negligence of any other occupiers of the Building;
- (f) any outbreak or spread of any infectious disease, and any action taken in controlling, monitoring, preventing or suppressing or in any way relating to any infectious disease, or any failure, delay or inability to do so;
- (g) any terrorist act under regulation 4(1) of the United Nations (Anti-Terrorism Measures) Regulations made under the United Nations Act 2001), regardless of any other cause or event contributing at the same time or in any other sequence to the loss, including but not limited to any action taken in controlling, preventing, suppressing or otherwise relating to any terrorist act, or any failure, delay or inability to do so.

9. PARKING FACILITIES

- 9.1. The Hirer shall be solely responsible for the parking arrangements of itself and the Attendees. SEAB is not obliged to allow the Hirer and/or the Attendees the use of any parking facilities at the Building.
- 9.2. In the event that SEAB (in its absolute discretion) permits the Hirer to use any parking facilities at the Building, the Hirer shall comply (and ensure that the Attendees comply) with such terms

and conditions as may be imposed by SEAB, including payment of parking fees at such rates as may be determined by SEAB.

10. TERMINATION OF AGREEMENT BY HIRER

- 10.1. The Hirer may terminate the Agreement by giving SEAB not less than fifteen (15) days' notice in writing via email. Upon the expiry of such notice, the Agreement shall terminate, without prejudice to any rights and remedies of SEAB in respect of any antecedent breach by the Hirer of any of the provisions of the Agreement, including for unpaid Hiring Charges and other monies due to SEAB.
- 10.2. If the Hirer fails to give the requisite notice, and SEAB (in its absolute discretion) permits the Hirer to terminate the Agreement, the following shall apply:-
- a) If the Agreement is terminated less than five (5) calendar days before the Event Date, the Hirer shall pay to SEAB the full Hiring Charges and all related fees;
 - b) If the Agreement is terminated more than five (5) calendar days but less than fifteen (15) calendar days before the Event Date, the Hirer shall pay to SEAB 50% of the Hiring Charges and all related fees.

For purposes of calculating time under this Clause 2.2, the date of the Hirer's notice of termination to SEAB shall not be taken into account.

- 10.3. For the avoidance of any doubt, any postponement of the Event by the Hirer shall be deemed to be a termination of the Agreement. SEAB is not obliged to entertain or accede to any request for postponement of the Event.

11. TERMINATION OF AGREEMENT BY SEAB

- 11.1. Notwithstanding anything herein contained, SEAB may, in its absolute discretion, without being obliged to give any reasons therefor, and without any liability to the Hirer for compensation, damages or otherwise whatsoever, terminate the Agreement and the Hirer's use of the Event Space by giving fifteen (15) calendar days' notice to the Hirer.
- 11.2. In addition, SEAB shall be entitled to terminate the Agreement and the Hirer's use of the Event Space immediately if:-
- a) The Hirer fails to make any payment of Hiring Charges or other monies when due; or
 - b) The Hirer breaches any term of the Agreement; or
 - c) The Hirer does or causes or permits to be done any act, deed or thing (including before the Event Date) that, in SEAB's sole discretion, may bring SEAB into disrepute or affect the health, safety or security of the Building and/or its occupiers, or which may affect or hinder the activities of SEAB and/or other occupiers of the Building.
- 11.3. Upon termination of the Agreement, the Hirer shall (if the Event Space has been handed over to the Hirer) forthwith vacate the Event Space and all other part(s) of the Building used by the Hirer (including the Breakout Area) in accordance with the terms of the Agreement.

- 11.4. Termination of the Agreement by SEAB under this paragraph 11 shall be without prejudice to any rights or remedies of SEAB in respect of any antecedent breach by the Hirer of any of the provisions of the Agreement (including for unpaid Hiring Fees and other monies due to SEAB).

12. PERSONAL DATA PROTECTION ACT 2012

- 12.1. For any Personal Data that the Hirer may provide or that SEAB may collect relating to the Agreement and to the extent that the Hirer's consent is required under the PDPA, the Hirer agrees that SEAB (together with SEAB's employees, agents or independent contractors) may collect, use, disclose and process such Personal Data for the following purposes:-

- a) to conduct appropriate due diligence checks (including verification of the Hirer, the POC and/or the Attendees),
- b) to perform administration of the Agreement and the preparation of any deeds or documents relating thereto;
- c) to enable SEAB to enforce its rights or perform its obligations under the Agreement;
- d) any other purpose relating to the Agreement;
- e) for purposes of compliance with any Laws;
- f) any other reasonable purpose;

collectively referred to as "**Purposes**".

- 12.2. If the Hirer provides SEAB or SEAB's employees, agents or independent contractors with Personal Data of any individual (including, but not limited to any Attendees), the Hirer represents, warrants and confirms for SEAB's benefit that the Hirer has obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, use, disclosure and processing of their Personal Data by SEAB and SEAB's employees, agents or independent contractors for the Purposes and/or otherwise in accordance with the PDPA.

- 12.3. Any consent given pursuant to the Agreement in relation to Personal Data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of the Agreement.

- 12.4. For the purposes of this Clause 12:-

- a) "**PDPA**" means the Personal Data Protection Act 2012.
- b) "**Personal Data**" means data, whether true or not, about an individual who can be identified:
 - i) from that data; or
 - ii) from that data and other information to which SEAB has or is likely to have access,

and for the avoidance of any doubt includes all “**personal data**” as defined under the PDPA with all such relevant applicable exemptions from such definition under Section 4(5) of the PDPA.

- 12.5 For the avoidance of any doubt, nothing in the Agreement shall operate or be construed as a waiver or variation of any of SEAB’s rights or remedies under the PDPA (and in particular, Section 4(1)(c) thereof) or otherwise.

13. GENERAL

- 13.1. The Hirer shall not be entitled to assign, novate or transfer any or all of its rights, obligations or benefits arising from or relating to the Agreement.
- 13.2. The Hirer expressly agrees that the Agreement constitutes a licence only and is not intended to create a tenancy or lease of the Event Space or any other part of the Building.
- 13.3. If any one or more of the provisions contained in the Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 13.4. Where two or more persons are included in the term “**Hirer**”, all covenants, agreements, terms, conditions and restrictions shall be binding on and applicable to them jointly and each of them severally, and shall also be binding on and applicable to their personal representatives and permitted assigns respectively jointly and severally.
- 13.5. In any case where the Hirer is placed under a restriction by reason of the covenants and conditions contained in the Agreement, the restriction shall be deemed to include the obligation on the Hirer not to permit or allow the infringement of the restriction by any person claiming rights to use or enter the Event Space through, under or in trust for the Hirer (including the Attendees).
- 13.6. Headings are inserted for convenience only and shall not be taken into account in the construction or interpretation of any covenant, condition or proviso to which they refer.
- 13.7. Words importing the singular number, or the masculine gender shall include the plural number or the feminine or neuter gender as the case may be.
- 13.8. A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms of the Agreement.