

## Terms and Conditions for Booking and Use of Facilities

### 1. General

1.1 These terms and conditions ("Terms") govern your booking and use of common facilities and open spaces (such as void decks, multi-purpose/communal halls, and other common areas or properties) (each a "Facility") managed by Jalan Kayu Town Council (the "Town Council"). If you have any questions about these Terms or the Facilities, you may contact the Town Council (information are provided in the Permit header).

1.2 By proceeding with the booking of the Facility and/or using the Facility, you acknowledge that you have read and understood these Terms and unconditionally agree and accept to be legally bound by and to comply with these Terms and any amendments thereto from time to time.

1.3 If you are booking the Facility on behalf of another individual, you hereby represent and warrant that you have been validly authorised to: (i) book such Facility on behalf of such individual, and (ii) agree to and bind such individual to these Terms.

1.4 Any non-compliance with these Terms, whether intentionally or otherwise, may result in action being taken against you, including but not limited to a claim for compensation (including the forfeiture of your deposit) and civil and/or criminal liability. The Town Council reserves the right to commence action under the relevant By-Laws for use of common property and open spaces, which carries a fine not exceeding [S\$5,000]. You may also be [served with a warning letter and/or barred from future bookings to use any Facility for a period of [one year] or more], at the sole discretion of the Town Council.

1.5 The Town Council may, in its sole and absolute discretion, amend and/or supplement these Terms from time to time and such amendments shall be effective upon the Town Council's notification published on the Town Council's website at [www.amkjc.org.sg](http://www.amkjc.org.sg) or notification to you.

1.6 Please read these Terms carefully prior to any use of the Facility. If you do not agree to these Terms, please do not proceed with the booking of the Facility or use of the Facility.

### 2. Booking of Facilities

2.1 **Eligibility:** You acknowledge that all bookings to use the Facility are strictly on a "first-come, first-served" basis, save that priority may be given to funerals or events arising from unforeseen circumstances, or in the unlikely event of any conflict in booking dates, upon which your booking may be duly cancelled with a refund of all fees, or an alternative Facility may be assigned to you. The Town Council shall not be liable for any expenses incurred arising from such change in Facility.

2.1.1 The Town Council may designate certain Facilities for use by only residents of HDB properties managed by the Town Council, and you may be required to furnish proof of such residency, or proof of your immediate relationship with residents of such HDB properties, and any other relevant supporting documentation, to the Town Council when you submit a booking to use such Facilities.

2.1.2 You acknowledge that use of Facilities are only permitted for pre-approved events. For other events, bookings of Facilities may only be made in person at the Town Council office and you must have obtained prior approval from your Member of Parliament (MP) or the Chairman of your Citizen's Consultative Committees (CCC), and/or the relevant non-government organisations. You may check with the Town Council on the specific requirements before submitting any such booking.

2.1.3 Advance booking of up to 183 days prior to Approved Period is allowed.

2.2 **Rental fees:** In consideration of the Town Council's issuance of a permit ("Permit") that allows you to use the Facility for the Approved Purpose (defined below), you agree to pay the rental fees at prevailing rates stipulated by the Town Council (which may be subject to changes from time to time), unless such fees are expressly waived by the Town Council as set out therein (such as for funerals).

2.3 **Additional fees:** The Town Council reserves the right to charge additional fees relating to your booking and use of the Facility, which may include the following:

2.3.1 the difference if there is a change of eligibility status, or change in Approved Period (for example, use of Facility for periods longer than the Approved Period) or location of Facility.

2.3.2 in the case of any wayang/puppet/variety show, funeral rites or any other events requiring installation structures at the Facility, the fees as determined by the Town Council for each day of the event and for the day preceding and following the event [(up to a maximum of [five] days, inclusive of the above)] to prepare and remove the installation structures; and

2.3.3 a charge at normal daily rate may be imposed should the Facility be used for longer than the Approved Period, or not be cleared of refuse or other materials to the satisfaction of the Town Council after the Approved Period, where such charge shall be a genuine and reasonable pre-estimate of the loss likely to be incurred. The Town Council also reserves the right to take enforcement action for any extended land usage beyond the Facility.

2.4 **Deposit:** You shall pay a deposit as stipulated by the Town Council, which is refundable (without interest) subject to your compliance of these Terms. [Proof of your booking is required for refund of deposit.] Your deposit will be [refunded by cheque]/[credited into your S&CC account] approximately [one month/six to eight weeks] after [the Approved Period].

2.4.1 If you have any outstanding Service & Conservancy Charges (S&CC) owing to the Town Council, your deposit will be used to set off the amount owing.

2.4.2 Please note that your deposit may be used by the Town Council to set off any cost of repair of damaged or destroyed fittings/fixtures at the Facility, or the cost of making good any damage to common properties managed by the Town Council pursuant to paragraph 2.7.1, after your use of the Facility. In the event of your deposit being insufficient to meet the Town Council's claims, you agree to compensate and pay the Town Council the difference between your deposit amount and the amount claimed by the Town Council for such repairs.

2.4.3 Your deposit will be forfeited for any non-compliance of these Terms, including use of the Facility for purposes other than the Approved Purpose as stated in the Permit, or if any false/wrong information is stated during your booking to use the Facility, or if the Town Council receives complaints or feedback on any nuisance created, or use of the Facility beyond the Approved Period (including use of the Facility to store paraphernalia/refuse from your event).

2.5 **Right to reject, revoke or vary Permit:** The Town Council in its absolute discretion, reserves the right to reject any booking to use the Facility, or to revoke any Permit granted, or to vary the Permit, without any reason being given. Your booking and your Permit may be subject to review at any time prior to or during the Approved Period as the Town Council deems necessary. Pursuant to such review, the Town Council may by notice to you, reject your booking or revoke the Permit with immediate effect (for example, in the event of your breach, violation or contravention of these Terms) or vary the Permit. The Town Council shall not be liable for any loss or damages

arising from any such rejection of booking or revocation or variation of the Permit. There will be no refund of your deposit for any revocation of the Permit *[unless otherwise agreed by the Town Council]*.

**2.6 Cancellation of Permit:** Any cancellation of your Permit must be made at least *[one month]* prior to the Approved Period in order to receive a full refund of the rental fees and deposit. You shall submit to the Town Council a written request to cancel your Permit with the original copy of the Permit. For cancellation of Permit within *[one month]* before the Approved Period but no later than *[two weeks]* prior to the Approved Period, in the event of any cancellation or non-use of the Facility thereafter, your rental fees and deposit paid will not be refundable. *[The Town Council may consider your appeal for a refund of the rental fees and deposit if you can provide strong and valid reasons for such late cancellation or non-use of the Facility, with the necessary supporting documentation.]*

**2.7 Reinstatement of Facility:** Upon expiry of the Permit or any revocation of the Permit or cancellation of the booking after commencement of the Approved Period:

**2.7.1** you shall deliver the Facility in good order and condition, and at your own expenses *[within three (3) days thereafter]* restore or reinstate the Facility to its original condition, and clear all refuse or other materials from the Facility, to the satisfaction of the Town Council. Should any common properties managed by the Town Council be damaged by you or your event attendees during the Approved Period (for example, turf damaged by your burning of joss papers and other offerings, or by your cooking or food preparation at the Facility), you shall pay the Town Council the cost of making good any such damage. In default of such restoration or reinstatement being effected, and/or clearance of refuse or other materials, the Town Council shall effect the same and all costs and expenses incurred in respect thereof shall be payable by you; and

**2.7.2** any right of action accruing or already accrued to the Town Council against you and any of your obligations accrued prior to such revocation or expiry of the Permit shall not be otherwise prejudiced or affected.

**2.8 In-person acknowledgement required:** Certain Safe Management Measures stipulated in the Covid-19 (Temporary Measures) (Control Order) Regulations 2020 may apply to your use of the Facility. Where required by the Town Council, you agree to acknowledge in person at the Town Council office at least 2 days prior to the Approved Period, such requirements and to agree to abide by them, *[failing which your booking may be revoked by the Town Council at its sole discretion and your deposit, rental fees and any other fees paid for such booking may not be refunded]*.

### 3. Use of Facilities

**3.1 Approved Purpose and Approved Period only:** You agree to use the Facility only for the specific purpose as stated in your booking to use the Facility and approved by the Town Council ("**Approved Purpose**"), and only within the period set out in the Permit ("**Approved Period**"). Please note that activities that may cause public alarm, nuisance or annoyance (in the opinion of the Town Council), are not permitted at the Facility. Activities may only be carried out within the Facility area(s).

**3.2 No obstruction:** You shall ensure that during your use of the Facility, no obstruction is caused to the members of the public, and/or to lift entrances, escalators, staircases, shopfronts, sheltered passageway, letter boxes and/or any other common facilities and areas that are to remain open to and accessible by members of the public ("**Public Area(s)**"). For example, event items encroaching onto the corridor or apron area of the Facility is strictly prohibited. You shall also ensure that vehicles of your event attendees are parked properly at the designated parking lots, and not parked along the driveway and block any barrier-free access for the disabled or obstruct the fire engine hard standing area and its access routes.

**3.3 No excessive noise:** Please ensure that no excessive noise is created during the event, to the extent of becoming a source of nuisance or annoyance to the residents.

**3.3.1** All activities *[that involve noise]* (such as auctions and functions, installation, setting up, dismantling or moving of stages, tentage, structures, decorations or accessories, arrangement of tables, chairs or other furniture, playing any form of amplified music or other amplified sounds, and playing mahjong, football or other noise generating games) shall not take place between 10pm to 8am.

**3.3.2** No public address system, speakers, amplifier (sound system), live band and singing or other sound effects are allowed *[for funeral wakes/rites, weddings and all other functions]* *[at void decks/link buildings]* unless with written approval of the Town Council. Where approved by the Town Council, amplifier equipment must be fitted with a noise reduction unit approved by *[SISIR, PSB or SPRING Singapore]*. Any group prayers or chanting must be conducted away from any residential and/or commercial premises located on the ground floor.

**3.3.3** For 7th lunar month festivals, wayang, singsong or puppet show, not more than two loudspeakers may be used. The loudspeakers are to be inclined downwards and positioned to face the audience and away from the residential blocks.

**3.3.4** Only a battery operated loud-hailer is permitted during auctions.

**3.3.5** You must be present at all times during the event to ensure the compliance of these Terms.

**3.4 Electricity and water:** You shall pay all costs, fees and expenses in relation to your use of the Facility. Electricity and water for use at the Facility may be obtained from the Town Council at the prevailing rates stipulated by the Town Council. Such water and electricity charges are non-refundable.

**3.4.1** You agree that your use of the Town Council's electricity at the Facility will not result in overloading of the Town Council's electricity supply, and acknowledge that the Facility's electrical loading capacity *[for lighting]* shall not exceed 15 amperes at all times. Where necessary or prudent, you may use temporary generators for heavy electricity usage (such as for wayang/variety show, trade fair/mini fair, large scale religious events or festive sale), and any such generator set must be placed away from the residential blocks, subject to the written approval of the Town Council.

**3.4.2** You shall ensure efficient use and no wastage of water throughout the Approved Period. To prevent water wastage, taps are to be turned off when not in use. The connection of the hose is to be secured tightly to the tap or between the hoses to prevent leakage. To use water effectively, spring loaded nozzle should be installed on hoses.

**3.4.3** If you encounter any problems with the supply of utilities (e.g. water or electricity) at the Facility, please contact the Town Council (information are provided in the Permit header).

For emergency services (e.g. reset the tripping of electrical supply or to report any water leak) after office hours, please call *[the Essential Maintenance Service Unit (EMSU) at 1800-241-7711/ 325-8888]*.

**3.5 Washing at the Facility:** All washing at the Facility shall be carried out at the designated washing area(s) connected to the sanitary system installed at the Facility. It is an offence to discharge food waste, sullage water/waste or used/soapy water into the surrounding environment of the Facility (including drains, soil and open areas). You agree to ensure that any sullage waste will be properly discharged in compliance with National Environmental Agency's guidelines (for example, through gully traps at the designated wash area(s)).

**3.6 Cooking at the Facility:** Use of Facility for cooking or preparing food is prohibited. You are advised to obtain food from food caterers licensed by the National Environment Agency (NEA). Any cooking activity is only allowed with written approval of the Town Council and/or the Fire Safety Bureau, and shall be limited to the Approved Purpose as stated in the Permit. Where approval is granted, you must adhere to the prevailing National Environmental Agency's guidelines on preparation and

catering of food, and Singapore Civil Defence Force's (SCDF) Fire Safety Guidelines. You shall furnish the name and contact number of your caterer/gas supplier to the Town Council before your event, for purposes of enforcement action.

**3.7 Cleanliness of Facility:** You shall ensure that the cleanliness of the Facility and surrounding areas (including drains) is maintained throughout the Approved Period, and that the Facility is not used as a storage area. Items and articles for your event may be placed only within approved spaces at the Facility allocated by the Town Council. Such items, articles and refuse shall be removed immediately after the event at your own cost and expenses. Where required, you may provide toilet facilities for your event attendees, provided that the cleanliness of the toilet and its surroundings is maintained throughout the Approved Period.

**3.8 No banners/signages unless approved, no hawking, no solicitation:** Display of banner and other advertisement signages at the Facility is subject to written approval of the Building Control Authority (BCA). The size, style, shape, arrangement, contents and form of the banner, and any subsequent modifications or amendments, must be submitted for approval before display. Prior to display of a banner, the following should be submitted to the Town Council in triplicate as endorsed by you: (i) elevation plan showing dimension, subject matter and position of the banner; and (ii) site plan showing the proposed location of the banner within the Facility. Approved banners may only be displayed at the approved location within the Facility, and must be displayed in compliance with all applicable laws, rules and regulations.

**3.8.1** No displays of religious banners or similar items are allowed at the Facility. You agree to immediately remove any banner or signage which the Town Council deems inappropriate.

**3.8.2** You shall ensure that there is no hawking within the Facility's vicinity.

**3.8.3** You are not allowed to solicit participation from residents/members of the public to your event.

**3.9 No installation at Facility unless approved:** You shall ensure that Facility is used and maintained properly throughout the Approved Period, and shall not carry out any addition, alteration or installation works at the Facility (such as nailing of the walls, beams and pillars of the Facility) unless written approval has been sought from the Town Council.

**3.9.1** In the case of any wayang/puppet/variety show or funeral sites at the Facility, the stage or installation structures may only be erected at the location marked out by the Town Council.

**3.9.2** You shall seek written approval from the Town Council before any portable toilet may be installed on-site at the Facility. Portable toilets must be installed away from any residential and/or commercial premises located on the ground floor.

**3.9.3** Where any addition, alteration or installation works are approved in writing by the Town Council, you must ensure that your contractor uses the correct tools with all necessary precautions so as not to damage any beams and columns at the Facility.

**3.9.4** Any approved tents or shelters shall be erected within the immediate vicinity of the Facility and shall be limited to a maximum of two bays (space permitting) with each bay measuring a maximum of [13 square metres (12ft x 12ft)]/[4.8 metres (width) x 6.0 metres (length)]. The height of such tents/shelters shall not be higher than [2.4 metres]/[3.0 metres or above the second floor unit].

**3.9.5** For tents/temporary structures to be erected near MRT structures, prior written approval must be obtained from the Land Transport Authority (Development and Building Control Department). Any approved erection of tents/temporary structures must be within 40 metres from the outermost edge of MRT structures.

#### **3.10 Burning of joss papers**

**3.10.1** You shall ensure that all burning of incense papers, paper offerings, paper effigies or joss papers (whether in car parks, turfed areas or concrete pavements) are done in proper containers or purpose-made cages, which you shall provide (and remove after use) at your own costs, and to be located away from buildings at a safe distance to prevent any smoke nuisance or pose any fire hazard. Burning of incense papers, paper offerings or joss papers at any void deck/building apron or open space adjacent to residential blocks is prohibited. Burning of any giant joss sticks (for example, for the 7th lunar month festival) must be carried out at least 30 metres away from any building.

**3.10.2** Burning of larger items must be carried out at temples and not at the Facility. You shall be responsible for the removal and proper disposal of the ashes immediately after the burning event.

**3.11 Prohibition of certain performances:** Entertainment/ performances which may cause annoyances and disturbances to members of the public are not allowed. *Kuda Kepang* and *Barongan* performances are strictly prohibited.

**3.12 Security of Facility:** You shall ensure that all doors, windows and/or security gate, if any, at the Facility must be kept closed at all times without giving rise to any breach of security.

#### **4. Personal Data**

**4.1** You agree that the Town Council may collect, use and disclose any and all information contained in your booking form or otherwise collected from you and/or your authorised representatives, for the following purposes and other purposes as set out in the Personal Data Protection Policy of the Town Council, accessible at [www.amktc.org.sg](http://www.amktc.org.sg), for which you have read and are agreeable to:

**4.1.1** for purposes of processing your booking, including evaluation of the booking and the purpose of use, and contacting you in connection therewith; and

**4.1.2** for administration purposes upon grant of Permit, including the issuance of Permit, collection of payments, inspection of Facility after use, refund of deposit, and processing any cancellations.

**4.2** You declare that all information disclosed by you to the Town Council are true and correct, and acknowledge that such information is furnished voluntarily and on the basis that you consent that the Town Council may disclose any or all of such information to: (i) its affiliates, service providers and agents for the above purposes; (ii) public agencies (such as National Environment Agency (NEA), Housing & Development Board (HDB), Singapore Land Authority (SLA), Land Transport Authority (LTA) and People's Association (PA)) for funding, reporting, statistical, research and survey purposes; and (iii) the Advisors of the Town Council (in their capacity as Advisors, Members of Parliament or in any other capacity whatsoever), for purposes of communicating with you, for house visits, maintenance and/or any other community related purposes.

**4.3** You warrant that where you have disclosed personal data of other individuals in connection with the booking, you have obtained the prior consent of such individuals for the Town Council to collect, use and disclose such data for the above purposes.

#### **5. Other Terms**

**5.1 Terms of Permit:** The Permit is non-assignable and non-transferable and is granted subject to clearance of your payment or cheque (where applicable), and you

having obtained and maintaining the necessary consents, authorisations, permits and/or licences from all relevant and appropriate authorities (such as the Public Entertaining Licensing Unit (CID), Building and Construction Authority (BCA), Singapore Civil Defence Force (SCDF), National Environment Agency (NEA), Public Utilities Board (PUB) and/or the Police) and your compliance with any terms and conditions, requirements or guidelines from such authorities. The Facility may not be sub-let, sub-leased or sublicensed and you agree to be present on-site at the Facility during the Approved Period to ensure compliance of these Terms.

**5.2** The Permit must be produced on demand to any officer or agent of the Town Council when requested.

**5.3 Indemnity:** You shall be solely responsible and liable and shall pay all costs and necessary expenses for any loss or damage or injury whatsoever and howsoever caused to the Town Council's property at the Facility, its surrounding and/or adjacent buildings, tenants, occupiers and members of the public arising as a consequence of your use of the Facility and/or your exercise of the rights and liberties hereby granted, and irrespective of whether or not there is negligence on your part. You must give prompt notice to the Town Council of fire, accident, casualty, injury, damage or dangerous or defective condition on the Facility. You agree to keep the Town Council fully indemnified against all actions, claims and demands that may be lawfully brought or made against the Town Council by any person or persons on account of or attributable to your use of the Facility and/or the exercise of your rights and liberties hereby granted.

**5.4** You shall not do any act or matter which would or might vitiate in whole or in part, or increase the rate of, any insurance then effected in respect of the Facility.

**5.5 No representation:** Save as expressly provided in these Terms, the Town Council gives no representation or warranty in connection with the Facility. The Town Council shall have the right to enter into and upon the Facility at all hours for the purpose of examining the same, or making such connection, repairs or alterations therein as may be necessary. The Town Council shall not be liable for any damage to any item, article or equipment which you may bring upon the Facility (whether or not caused by the default of the Town Council or its servants or agents or independent contractors).

**5.6 Compliance with laws, Town Council's directions and specific terms relating to Facility or Approved Purpose:** Without prejudice to the foregoing, you agree to comply with all laws, rules and regulations of the authorities, and the directions of the Town Council, relating to your use of the Facility. You are reminded that Public Gaming is an offence *[liable to a fine not exceeding S\$5,000 or imprisonment for a term not exceeding 6 months or to both]*.