

Terms and Conditions

This grant of a Licence is subject to the following terms and conditions:

Licensed Area

- (a) The Licensee shall accept the Licensed Area on an “as is, where is” basis as at the commencement of the Licence Period.
- (b) This Licence does not confer any right to use any space outside the Licensed Area.
- (c) This grant constitutes a Licence and shall not create a tenancy or give the Licensee exclusive right to the occupation of the Licensed Area. The legal right to possession and control over the Licensed Area remains vested in the Licensor throughout the Licence Period.
- (d) The Licensee shall be allowed access into and egress from the Licensed Area for the sole purpose of the Authorised Purpose only.
- (e) The Licensor and/or its agent shall have the right to enter into the Licensed Area at any time during the duration of the Licence for inspections.

Deposit

- (f) The Deposit is payable in accordance with the payment schedule described in the Particulars hereinabove, which the Licensor may (but shall not be obliged to) apply in or towards the making good of any loss or damage sustained by the Licensor as a result of a default by the Licensee and any expense incurred in good faith by the Licensor in making good the loss and damage, in any manner as may be determined by the Landlord. The Deposit shall be forfeited if this Licence is terminated (i) by the Licensee prior to the expiry date for whatsoever reasons and/or (ii) by the Licensor due to breach of any terms herein by the Licensee.
- (g) Subject to the due performance and observance of the terms and conditions of this Licence by the Licensee, the Deposit shall be refunded to the Licensee, free of interest, after the expiry of the Licence Period within sixty (60) days upon satisfactory completion of the required refund documents and GTO sale submission.

Licence Fee

- (h) The Licence Fee for the Licence Period shall be paid in accordance with the payment schedule described in the Particulars hereinabove. The Licence Fee is non-refundable should the licence be terminated (i) by the Licensee prior to the expiry date for whatsoever reasons and/or (ii) by the Licensor due to breach of any terms herein by the Licensee.
- (i) The Licensee shall deliver to the Licensor not later than seven (7) days after the last day of each month and not later than seven (7) days after the expiration or earlier determination of the Licence Period, a statement of the Gross Sales Turnover (“GTO”) of that month with breakdown itemised on a daily basis. The GTO report for the Licensed Area shall be certified by an authorised personnel and emailed to advertising@tekkaplace.sg.

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- (j) For the avoidance of doubt, the Licensee's obligation to submit the GTO report are in addition to its obligations to submit the GTO statements through the Mall Point of Sales (POS) System (if implemented). (Not applicable)

Operating Hours

- (k) The Licensee shall keep the Licensed Area open for business daily during the Opening Hours of 10am to 10pm. If the Licensee fails to open the Licensed Area for business during the Opening Hours for a continuous period of seven (7) days for whatever reason, this will constitute a fundamental breach which will entitle the Licensor to re-enter the Licensed Area and terminate this Licence.

No Sub-Licence, Disposal, etc.

- (l) This grant is personal to the Licensee. The Licensee shall not, without the prior consent in writing of the Licensor, transfer or assign this licence or in any way encumber its rights or obligations or interests in this Licence or the Licensed Area or any part thereof or in any way dispose of or part with or share possession, usage or occupation of the Licensed Area or any part thereof with any other company, entity and/or person(s) who is not a party to this Licence. In the event of a breach of this condition, this License shall at the option of the Licensor forthwith be determined and the Licensee shall forthwith surrender the Licensed Area to the Licensor reinstated to its original condition.

Taxes

- (m) All goods and services tax, stamp duty and all other taxes in relation to this Licence (if applicable) and any other sums payable hereunder shall be borne by the Licensee.

Maintenance of Licensed Area

- (n) The Licensee shall at its own expense and cost, keep all features, fixtures and fittings in the Licensed Area properly maintained. The Licensee shall attend to and repair/rectify all damage and defects arising within seven (7) days of the Licensor's notice to do so failing which the Licensor shall have the right to rectify the same and all costs and expenses so incurred shall be borne by the Licensee. The Licensee shall be responsible for obtaining and keeping in force all governmental approvals, licenses and permits necessary for the conduct of the Authorised Purpose at the Licensed Area and for ensuring that the terms and conditions of such approvals, licenses and permits are strictly adhered to and shall indemnify the Licensor against any consequences or proceedings arising from the Licensee's default in complying with the provisions herein.
- (o) The Licensor and/or its agent(s) shall not be responsible for any loss or damage to and items/goods stored or kept in the Licensed Area.
- (p) The Licensee is to implement every reasonable precaution against outbreak of fires and comply

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with all safety recommendations. The Licensee is to keep in effect an adequate public liability insurance policy of not less than S\$1,000,000 and to insure all goods/items belonging to or held in trust by the Licensee in the Area against loss or damage by fire flood or water. All policies of insurance liable or required to be effected by the Licensee hereunder shall be taken out with substantial and reputable insurance companies or such insurers as the Licensor may, at its discretion, specify from time to time. The Licensee will in respect of any policy of insurance to be effected by the Licensee hereunder if required by the Licensor forthwith produce to the Licensor the policy of insurance and the receipts for payment of the latest premium of such insurance. The Licensee will not at any time during the said term do or permit or suffer to be done any act matter or thing upon the Licensed Area whereby any insurances in respect thereof or the Property may be vitiated or rendered void or voidable or (except with the approval in writing of and subject to any conditions specified by the Licensor) whereby the rate of premium on any insurance shall be liable to be increased.

- (q) The Licensee shall keep the Licensed Area clean, neat and tidy at all times during the Licence Period and further to be responsible for engaging its own cleaning contractor, approved by the Licensor, to carry out cleaning work for the Licensed Area.

Indemnity and Liability

- (r) The Licensee shall indemnify the Licensor or its agent(s) from any and all third party claims and against all loss and damages suffered by the Licensor due to or arising from this Licence.
- (s) The Licensee shall indemnify the Licensor against all legal costs and fees incurred by the Licensor in connection with the enforcement of any provision of this Licence on a full indemnity basis.
- (t) The Licensor shall not be liable to the Licensee or its agents/servants/invitees for any damage, injury or loss suffered by the Licensee due to any circumstances whatsoever occurring or arising.

Termination of Licence

- (u) The Licensor may terminate this Licence at any time upon the giving of **one (1) week** prior written notice to the Licensee. The Licensor may, but shall not be obliged to, offer an alternative area equivalent to the Licensed Area to the Licensee for the Authorised Purpose, on equivalent terms as this Licence. For avoidance of doubt, any costs incurred as a result of the Licensee's acceptance or rejection of such alternative area (including without limitation removal, reinstatement and reinstallation costs) shall be borne by the Licensee.
- (v) Notwithstanding the foregoing, the Licensor may terminate this Licence immediately upon the breach by the Licensee of any of the terms herein.

Reinstatement

- (w) Immediately prior to the expiration or sooner determination of the Licence, the Licensee shall reinstate the Licensed Area to its original condition as at the date of handover to the satisfaction of the Licensor. If the Licensee shall fail to reinstate the Licensed Area as aforesaid, the Licensor may restore the same and recover from the Licensee the reasonable costs of such reinstatement

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together with all Licence Fees and other amounts which the Licensor would have been entitled to receive from the Licensee had the period within which such reinstatement is effected been added to the Licence Period.

Nuisance, etc.

- (x) The Licensee shall not do anything in the Licensed Area which is or may become or cause a nuisance, annoyance, disturbance, inconvenience or damage to the Licensor or its other tenants or occupiers of the Property or to the owners, tenants and occupiers of adjoining and neighbouring properties.
- (y) The Licensee shall not use the Licensed Area for any dangerous, noisy or offensive trade or business nor for any illegal or immoral act or purpose.

Confidentiality

- (z) The terms of this License, all communications, negotiations, discussions and correspondences between the Licensee and the Licensor and any matter or information in relation to this Licence are strictly confidential and the Licensee must not disclose any detail to a third party without the Licensor's prior written consent.

Governing Law and Dispute Resolution

- (aa) The Licence shall be governed by the laws of Singapore, and parties submit to the non-exclusive jurisdiction of the courts of Singapore.

Third Parties

- (bb) The person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Licence.

Height Restriction for Display Fixtures

- (cc) The Licensee shall ensure that the height of all fittings, fixtures (whether installed on the floor or on the perimeter built up) and merchandise within the Licensed Area shall not exceed 1,300mm except for the fixture housing the distribution board and where columns are present within the Licensed Area provided always any such fittings and fixtures shall be subject to the Licensor's prior review and written approval. The Licensee shall further ensure that a clear visual zone shall be achieved and maintained at all times during the Licence Period.

Merchandising

- (dd) The Licensor shall be entitled to determine and from time to time modify the Licensee's standard of merchandising, presentation and communication materials. The Licensor shall have the right to

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require the Licensee's immediate removal of any exhibits and/or materials that may or shall, in the Licensor's opinion, cause embarrassment to, and/or prejudice and/or damage the goodwill and reputation of the Property or any of the tenants and/or licensees in the Property. The Licensee shall at all time comply with and meet such standards and requirements as may be required by the Licensor.

Power Supply

- (ee) In accordance to the Energy Market Authority ("**EMA**") regulation, tenant and/or licensee who are using electricity supply for temporary construction or renovation works must comply with code of practice SS650. As such, any such work shall be inspected and approved by the Licensor's licensed electrical worker ("**Building LEW**") before commencement of any temporary works.

Licensee is not allowed to tap any available power source from other units or common area socket outlet or Licensor's power supply for their renovation works or charging their battery equipment. Licensee is also not allowed to use generator without EMA supply installation license without the approval from the Building LEW. Fee for inspection and turn-on of the Temporary Power Supply (32A 230V, for renovation works only) and the Permanent Power Supply (63A 400V, for business trading) is \$374.50 (inclusive of GST) and \$535.00 (inclusive of GST) respectively. For avoidance of doubt, the fee associate with the power turn-on shall be subjected to the unit rates provided by the Building LEW. Submission of SLD must be in PDF format with LEW endorsement & certification of compliance.

Application

- (ff) All event content must be approved prior to any confirmed booking made. All applications shall be made on the prescribed application form attached and submitted to the Centre Management Office accompanied by a copy of business profile, insurance policy and detailed drawings. The purpose of the event is for temporary retail establishment ("pop up stores") and bazaar. Formal application forms are to be submitted **within 5 working days** upon tentative booking date via phone or email enquiry. Bookings shall be automatically released without further notice if no proper application form is received by the stipulated date.
- (gg) **Full** payment is required for all confirmed booking. Payment is to be submitted **within 5 working days** of tentative booking and/or as stipulated by the Licensor. Bookings shall be deemed cancelled and released to other applicants should there be no payment received by the stipulated deadline. In addition, a refundable security deposit of one month rental of unit **or** S\$1,500.00 for kiosk table booking will also be required (the "Refundable Deposit") will be collected. All payments made other than the Refundable Deposit are non-refundable. No change of date and / or refund of the booking fees will be allowed once a confirmed booking is made.
- (hh) No confirmation can be made for the rental of the premises until the Licensor has received **full** rental payment and approved **complete** submissions of the booking form and rental guide before the commencement of the License Period. All Permit to Work and Contractor's Worker List as attached have to be submitted for the Licensor's approval and endorsement for clearance **7 working days** prior to the commencement of the event. The Licensor may in its absolute discretion grant or refuse any application for use of the Event Space without assigning any reason.

- (ii) Notwithstanding the prior approval from the Licensor, permission must be sought from the relevant authorities such as Public Entertainment License Unit (PELU) for Performances/Events/Shows, NEA for pre packed food, GSB of CID for organising of lucky draws and Composers & Authors Society of Singapore (COMPASS) for musical playback or performances. The Licensee shall be solely responsible for obtaining and maintaining throughout the License Period at its own cost and expense all the relevant approvals, licenses and permits required by law or any relevant authority to use the Licensed Area for the Permitted Use.

If for any reasons, any relevant authorities decide to stop the Event or activities, Licensee must adhere to their decisions immediately. The Licensor will not be liable for any losses or damages incurred. The Licensee shall indemnify the Licensor for any loss or damage incurred as a result of any such stoppage.

- (jj) The Licensee shall ensure that the Event and any sponsor(s) therefore are not in direct conflict of interest or in direct competition with Licensor's business and the business of its major tenants. The Licensor reserves the right to immediately stop any activities without compensation to the Licensee if in the opinion of the Licensor is in direct conflict with the Licensor's business and the business of its major tenants. The Licensee shall not ask for donation from the public without the prior permission of the Licensor.

Security

- (kk) The Licensee shall be entirely responsible for the security, crowd control, safety and insurance of the Event, its exhibits and the properties, which is the property of the Licensor, during the period of the Event. The Licensee shall take necessary precautions to ensure orderliness during the Event, proper Q-poles and barricades are to be used when necessary. Queues and promoters must not obstruct any passageways within the building.

- (ll) The Licensee shall be entirely responsible for the use of its own exhibits, equipment and properties and such like apparatus and shall be liable for claims for any damage, loss, theft, injury or death suffered by reason or arising from or in connection with its use. The Licensee shall ensure that no damage be done to the flooring, fittings and fixtures or any other parts of the Event Space. All stock items must be kept neatly at all times. Any flattened carton boxes, unused items must be discarded to bin centre (next to loading bay) immediately from the Event Space by the Licensee.

(mm) This Licensee does not confer any right to use any space outside the licensed area.

Setting Up and Dismantling

- (nn) Fabrication of any exhibits, structures, display materials or any form of apparatus (the 'Structures') shall not be permitted on the Event Space unless with approval. The maximum height restriction of any panel or booth is 1,500mm.

- (oo) Licensee must submit a detail workers' list to the Licensor prior to the set up. All workers are required to exchange for passes at Fire Command Centre at L1 before commencing their setting up and dismantling work. Workers must abide to the house rules of the Building. The Licensee's representative will have to contact the Fire Command Centre of the Building to carry out a takeover of the area before any setup work starts.

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- (pp) The Licensee shall provide its own lighting for the installation and dismantling works. Backdrop support panels and structures must be neatly covered with structural endorsement wherever necessary and / or determined by the Licensor. All wires must be taped down securely and neatly, not crossing any pedestrian paths. Any open connections must be sealed neatly and securely.
- (qq) The Licensee shall set up an appropriate number of suitable warning signs and shall cordon off the work areas during the setting up and dismantling of the Structures. The Licensee shall exercise all necessary safety precautions during the setting up and dismantling of the Structures.
- (rr) The Licensee shall provide adequate protection to the floor and other existing structures of the Event Space during the setting up and dismantling of the Structures. The base of all the Structures must be padded with carpet to prevent scratching or staining the floors (not applicable).
- (ss) The setup of the Event shall be in accordance with the submitted plan as approved by relevant authorities and the Licensor. Any unauthorized / illegal Structures or display set up otherwise will be removed without notice and all costs incurred in such removal shall be borne by the Licensee.
- Contractors are only allowed to use Service Lifts:
Main Block – FL1 and FL2
Internal of Car: 1,500mm (W) x 2,700mm (D) x 2,400 (H)
- (tt) The Licensor reserves the right to sell, dispose or destroy as it may think fit any property so left by the Licensee. Any cost incurred in so doing shall be fully borne by the Licensee. No claim of damages, losses, cost, expenses, or otherwise whatsoever shall lie against the Licensor on account of such sale, disposal or destruction.
- (uu) The Event Space must be cleaned, and all floor stains and rubbish must be removed after dismantling and before handing over, failing which the Licensor will proceed with the cleaning/removal at the cost of the Licensee, which may at the option of the Licensor be deducted from the Refundable Deposit. The cost incurred in paragraphs tt and uu will be borne by the Licensee.
- (vv) In the event that the Licensee does not comply with the Terms and Conditions as aforesaid, the Licensor may, (but shall not be obliged to) take such steps as it may deem necessary to rectify such breach by the Licensee. Such rectification by the Licensor shall not constitute a waiver of the Licensee's breach of this License and is without prejudice to any other right of action available to the Licensor against the Licensee hereunder.

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