

## **Venue Tours Terms and Conditions**

- 1. <u>General</u>: These terms and conditions ("T&Cs") apply to the Venue Tours ("Tours") organised and operated by The Kallang Group Pte. Ltd. (the "Company"). All bookings for the Tour must be made in writing on the application forms ("Application Form") provided by the Company to be duly signed and returned to the Company. More information on the booking process is set out below in Section 3. The person or entity whose name is recorded on the Application Form shall be deemed to be the applicant ("Applicant") for the purpose of these T&Cs.
- 2. <u>Itinerary:</u> The itinerary of the Tour, including the length and coverage of the Tour, may be subject to change without notice depending on the availability of the facilities ("Facilities") or at the Company's sole and absolute discretion. In the event that the Applicant and/or the participants are late for the Tour, the contents of the Tour may be modified, and components of the Tour may be omitted at the discretion of the Company. No extension of time will be allowed for Tours which start late due to no fault or responsibility of the Company. In the event that the Company is required to start the Tour late due to reasons attributable to the Company, the Tour will be delivered in its entirety.
- 3. <u>Booking</u>: All bookings of the Tour must be submitted through the Application Form at least one (1) month before the intended date of the Tour. Upon acceptance of the booking by the Company, full payment of the Tour must be made within fourteen (14) calendar days before the scheduled date of the Tour. Bookings shall be confirmed only upon receipt of full payment and if the full payment is not received by the Company fourteen (14) days before the scheduled date of the Tour, the booking will be cancelled.
- 4. Fees and payment: The Applicant must pay the Company the fees ("Fees") set out in the Application Form. The full payment of the Fees shall be payable at the time of the booking and in any case fourteen (14) days before the scheduled date of the Tour. The Tour will not be confirmed until the Fees are fully paid. The Fees are charged solely based on the number of groups required. In the event that the number of participants per group is less than the stated maximum capacity (i.e. 20 pax), the full fee will still apply (e.g. for a Tour with 30 participants, 2 group bookings would have to be activated and a fee of \$\$600 (subject to applicable GST) would be charged). For booking of Tours by corporate or government groups outside of the allocated tour schedules or with a change in the total allocated group size per slot, there will be a \$\$100 (subject to applicable GST) administration fee imposed per 100 participants. There will be no refund in lieu of a fewer number of attendance on the scheduled date of the Tour or for a no-show.
- 5. <u>Cancellation</u>: If the Tour is cancelled less than seven (7) calendar days before the date of the Tour, the Company is entitled to retain or be paid 100% of the Fees.
- 6. <u>Postponement</u>: The Applicant is allowed one (1) postponement of the scheduled date of the Tour, provided that written notice of such postponement is provided at least seven (7) calendar days prior to the scheduled date of the Tour. The new scheduled date of the Tour shall be subject to the Company's availability and sole and absolute discretion. Any request for a postponement of the Tour that is received less than seven (7) calendar days from the scheduled date of the Tour shall be subject to the sole and absolute discretion of the Company and the Company may impose any conditions at its discretion for the approval of the postponement. Note any such postponement is allowed once per booking only.
- 7. Access to the Facilities: The Applicant and the participants must ensure that they follow the designated tour guide for the duration of the Tour. The Applicant is responsible for the safe and proper access of the Facilities. When accessing the Facilities, the Applicant must comply with all the regulations, policies, conditions of entry and restrictions including any charges and special conditions which govern the access and use of the Facilities ("Regulations") (a copy of which is available on request) and any applicable laws or authority regulations requiring permits and licences. During the Tour, the Company, Sport Singapore or any of their officers, employees, agents or contractors have the continual right to access and inspect the Facilities at any time for the performance of their duties. The Facilities may be used by the Company or other third parties at the same time as the Tour. Access to the Facilities shall also be subject to availability during the scheduled date of the Tour, and no refunds shall be allowed if any part of the Facilities is unavailable.
- 8. <u>Intellectual Property Rights</u>: The Company owns all right, title and interest in the names, logos, marks, registered or unregistered of the Company, including those of the Facilities ("Company Marks"). The Applicant acknowledges that the Company Marks are the property of the Company and the Applicant is not granted any rights to use and reproduce the Company Marks. The Applicant must not, or must not allow others to, use or reproduce the Company Marks without the prior written consent of the Company. The Applicant shall not resell, offer or use the Tour for any commercial purposes whatsoever. The Applicant shall indemnify and hold harmless the Company from and against all actions, proceedings, costs, claims, demands, liabilities, losses and expense whatsoever arising from any breach in this respect.
- 9. <u>No Assignment or Subletting</u>: The booking of the Tour is to the Applicant only and shall not be assigned or sublicensed by any means to any third party without the Company's prior written consent.
- 10. <u>Liability and Indemnity</u>: The Applicant is liable for and must indemnify and hold harmless the Company, its agents or contractors ("Indemnified Parties") against all actions, proceedings, claims, demands, liabilities,



losses, damages, costs and expenses that the Indemnified Parties may suffer as a result of the Tour, such as personal accident or bodily injury, death, damage to property, all direct and indirect loss and damage, and all liabilities arising out of or in any way connected with the Tour, or arising from any act or omission of the Applicant or the other participants of the Tour. The Indemnified Parties are not liable to the Applicant and/or the other participants of the Tour for any losses, damages, costs, expenses or any liability whatsoever arising from or in connection with the Tour, such as any loss or theft of or damage to any property or equipment, any personal accident or bodily injury, any defect equipment, ticketing failure, blackout or electrical disruption, water leakage, fire, government restriction or act of God, or by closure of any part of the Facilities, or termination of the Tour.

- 11. <u>Personal Data Protection</u>: The Applicant agrees to comply with the Singapore Personal Data Protection Act 2012 in relation to the access of the Facilities for the Tour and all activities related thereto. The Applicant further acknowledges and agrees that it has read, understood and agrees to be bound by the Company's privacy policy (available at <a href="http://www.thekallang.com.sg/privacy-policy">http://www.thekallang.com.sg/privacy-policy</a>).
- 12. <u>Termination</u>: The Company reserves the right to postpone, cancel, interrupt or stop the Tour, or deny access to the Facilities at any time without notice for any reasonable reasons, such as dangerous situation, emergency, urgent repairs, maintenance works, breach by the Applicant of these T&Cs or the Regulations, or any other reasonable causes, without any compensation to the Applicant. The Company may also terminate the Tour for any other reason without notice. In such case, the Company will use its reasonable endeavour to reschedule the Tour booking to another date.
- 13. <u>Miscellaneous</u>: The Application Form and these T&Cs are governed by the laws of the Republic of Singapore. The Company and the Applicant irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Singapore. The Application Form and these T&Cs shall not confer any rights to any third party under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of them. The Company reserves the right to update, amend or modify these T&Cs at any time.