

AL-MAWADDAH MOSQUE

TERMS AND CONDITIONS – RENTAL FACILITIES

The following Terms and Conditions shall govern the use of the Facilities at Al-Mawaddah Mosque (the Mosque). A binding agreement shall be constituted between the Mosque and the Applicant named in the Booking Form for rental and use of the Facilities at the Mosque once the Applicant has agreed to abide by and be bound by these Terms and Conditions and the booking application is accepted by the Mosque Management Board.

1. BOOKING AND PAYMENT

- a. All Applications for the use of any facilities shall be submitted in writing to the Mosque using the relevant Facilities Booking Form or such other form as the Mosque shall from time to time prescribe.
- b. Applications must be submitted for approval NOT EARLIER THAN three (3) months prior to the wedding date or four (4) weeks before the commencement date of other Event (as defined in the relevant Application). The Mosque reserves the right to reject incomplete booking forms.
- c. The Applicant must pay 50% booking charge (or any portion thereof) at least one (1) month before the commencement date of the Event, failing which The Mosque reserves the right to cancel the booking. The Applicant shall pay the remaining unpaid portion thereof at least one (1) week before the Event. The booking charge of 50% is non-refundable and is only for the use of the Facilities for the time period of the Event.
- d. The Mosque may in its absolute discretion accept or refuse any Application without assigning any reason whatsoever.
- e. The Facilities must be used only for the Event, the Mosque reserves the right to inspect the Facilities and/or attend the Event at any time and to revoke any acceptance of the Application and cancel the booking of the Facilities without liability to the Applicant, at any time, should the Event be deemed by the Mosque, in its absolute discretion, as deviating from the description of the Event in the Application, or in the event of a contravention of these Terms and Conditions.

2. GENERAL RULES

- a. The Applicant must ensure orderliness and discipline amongst the participants of the Event, and shall prevent any disturbances to public order and/or peace during the Event.
- b. The Applicant shall be responsible for ensuring that the Facilities are kept clean and tidy at all times for the duration of, and after the Event.
- c. Halal food and beverages shall not be consumed at or in the Facilities other than in the places allocated for such purposes by the Mosque.
- d. Except where the prior written approval of the Mosque has been obtained, the Applicant shall not by itself sell and/or distribute food/or beverages, or cook food in or on any part of the Facilities. Applicant may engage its preferred caterers to provide food and beverages for consumption at or in the Facilities, as long as the said caterers have all necessary registrations, licenses, permits and authorizations required from governmental or non-governmental authorities to do so.

3. LOSS OR DAMAGE TO PROPERTY

- a. Should the Facilities or any part thereof and/or property or equipment belongings to the Mosque ("Equipment") be broken, damaged or lost, the Applicant shall indemnify the Mosque for the replacement cost and/or the costs of the repairs to make good such breakage, damage or loss, as well as for all damages, loss, costs and/or expenses suffered by the Mosque as a result of such breakage, damage or loss. The amount of the replacement cost and/or the cost of the repairs certified by the Mosque shall be final and conclusive, and shall be a debt due and owing from the Applicant to the Mosque.
- b. No Equipment may be moved, altered or modified without the prior written approval of the Mosque and if such approval is given, such movement, alteration or modification is to be done under the supervision of the Mosque's staff and may require the Applicant to pay a security deposit in such amount as it shall specify for such purposes.
- c. No placement or installation or any banner, poster or advertising materials will be permitted at, in or around the Facilities of the Mosque and/or any other premises of the Mosque without prior written approval from the Mosque. Request or permission must be submitted to the Mosque at least two (2) weeks prior to the Event.
- d. The storage of property belonging to the Applicant within the Facilities will be at the sole risk of the Applicant or any third-party owner of the property (as the case may be) and the Mosque will not be responsible for any damage or

loss whatsoever and howsoever caused to such property. The Applicant shall indemnify the Mosque against all claims, demands, actions and proceedings arising out of any damage or loss whatsoever to the property of any such third-party owner. The Applicant agrees to abide strictly by all safety regulations applicable to the Facilities under law or prescribed by the Mosque. In the event any claim or proceeding is instituted against the Mosque or its employees, agents or contractors as a result of the Vendor's failure to abide by such safety regulations, the Applicant hereby agrees to indemnify the Mosque and its employees, agents and contractors for all damages, losses, costs and/or expenses suffered by any or all of them as a result of such claim or proceeding.

- e. The Applicant shall inform the Mosque at least two (2) weeks prior to the commencement of the Event of any special or additional requirements the Applicant has in respect of the Event or the Facilities, including without limitation, a proposed change in the configuration of the Facilities, the Mosque may, in its absolute discretion.

4. FIRE SAFETY

- a. All passageways, means of exit and exit signs shall be kept clear and unblocked at all times. No furniture, equipment or other obstruction shall be placed at these places, or restrict access to, or interfere with the operation of these places and any fire appliances.
- b. The service fees for any fire safety officers engaged by the Mosque, and on duty during the Event are payable by and recoverable from the Vendor.
- c. No naked fire/flame, smoking or striking of matches or gas lights or lighters or helium balloons will be allowed in any part of the Facilities (including foyers), except when they are necessary for the Event, in which case, the prior written approval of the Mosque is required. The Applicant shall also comply with all applicable legislation, the Mosque regulations, and such other requirements as the Mosque may impose and shall provide sufficient and suitable receptacles for the purpose of depositing matches, cigarette-ends and pipe refuse.
- d. No activity that may produce any smoke and no smoke machine of any type will be allowed in any part of the Facilities without the prior approval of the Mosque. Where the Applicant requires smoke isolation for any reason, a minimum of seven (7) calendar days' prior written notice must be given to Mosque. This is to facilitate the scheduling of more isolation facilities at the Facilities. The Applicant will be liable for all costs, expenses and damage arising from any breach of this Clause.

- e. The prior written approval of the Mosque must be obtained before any hazardous material or equipment is brought into or in the vicinity of the Facilities or any other part thereof the Mosque may, in its absolute discretion, grant or refuse such approval.

5. NO WARRANTY TO FITNESS

- a. The Vendor shall be deemed to have actual and full notice of the state and condition of the Facilities and the Equipment as regards access, light, air, repair, temperature and in all respects. The Vendor shall take the Facilities 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 for any loss or damage arising from the state or condition of the Facilities and/or Equipment.
- b. The Mosque does not expressly or implied warrant that the Facilities and/or Equipment or any part thereof are or will remain suitable or adequate for all or any of the purposes of the Applicant and all warranties (if any) as to the suitability or adequacy of the Facilities and/or Equipment implied by law are hereby expressly excluded.

6. EXCLUSION TO LIABILITY AND INSURANCE

- a. The Mosque will not be held responsible for any loss, damage, cost, expense, claim or demand made in the event of any accident or injury suffered by any person in connection with set-up, PROVIDED THAT the same is not caused by the negligence.

7. CANCELLATION AND POSTPONEMENT OF EVENT

- a. The Applicant shall give the Mosque notice in writing immediately in the event of a cancellation or postponement of the Event. If such notice is received by the Mosque less than two (2) weeks prior to the original commencement date of the Event, the full booking shall be payable; if the booking charge (or any portion thereof) had been paid before the receipt of such notice by the Mosque, the same shall be forfeited by the Mosque; if the booking charge (or any portion thereof) had not been paid before the receipt of such notice by the Mosque, the Applicant shall pay the booking charge (or any remaining unpaid portion thereof) when invoiced by the Mosque.

8. DISPUTE RESOLUTION

- a. Any dispute arising out of or in connection with the Agreement, the Terms and Conditions, and/or any other terms and conditions as may be agreed between the Vendor and the Mosque in writing from time to time, including

any question accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this Clause. The arbitration tribunal shall consist of one (1) Arbitrator.

- b. The place of arbitration shall be Singapore and the language of the arbitration shall be English.
- c. The decision of the arbitration tribunal shall be final and binding on all parties and shall be enforceable in any courts of competent jurisdiction.

9. AMENDMENT

- a. The Mosque reserves the right to amend or revise any or all of these Terms and Conditions from time to time at its absolute discretion and the Applicant hereby agrees to abide by and comply with any such revised Terms and Conditions applicable at the relevant time

10. GOVERNING LAW AND JURISDICTION

- a. The Agreement, these Terms and Conditions, and/or any other terms and conditions as may be agreed between the Vendor and the Mosque in writing from time to time, and all matters arising from or in connection with them shall be construed in accordance with the laws of the Republic of Singapore.

11. CONTRACTS (RIGHTS TO THRID PARTIES) ACT

- a. Any person who is not a party to the Agreement, whether or not any benefit is conferred or purported to be conferred on him directly or indirectly, has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of the Agreement.