

PRE HOUR OPENING EXCLUSIVE USE OF ATTRACTIONS FOR PERSONAL FILMING AND PHOTOGRAPHY REQUEST FORM

Location (Please specify)	Flower Dome / Cloud Forest / Floral Fantasy* (To select <u>ONE</u> location only, please delete where appropriate)
Date:	
Purpose of Personal Filming / Photography	
No of Pax (including photographer)	
Full List of Equipment:	
Additional Information otherwise not stated:	
Registered SSIC Code of Photographer¹	

CONTACT PERSON DURING PERSONAL FILMING AND PHOTOGRAPHY SESSION

Name of Applicant:	
Company Name (where applicable):	
Address:	
Contact No:	
Email:	

¹ Only Photography companies (ie: registered with ACRA under SSIC codes beginning with 742) are permitted to resume businesses in Phase 3. For more information, please refer to <https://www.imda.gov.sg/for-industry/sectors/Media/Film/Filming-in-Singapore>. Freelance photographers that do not have an SSIC code may refer to Ministry of Trade and Industry's FAQ for resumption of operations [here](#), for detailed instructions.

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PHOTOGRAPHY REQUEST FORM**

FEES, DETAILS AND TERMS & CONDITIONS

A. FEES

1. Applicants may apply for exclusive personal filming and photography session(s) [Activity] at a single location only: Flower Dome, Cloud Forest and Floral Fantasy before opening hours. Rates are as indicated:
 - i. ~~\$800~~ **\$640** per hour for pre-opening hours personal filming and photography session on Mondays to Fridays
 - ii. ~~\$1,500~~ **\$1,200** per hour for pre-opening hours personal filming and photography session on Saturdays and Sundays, including public holidays.

Inclusive in the fees:

- a. Up to 30 min use of Magnolia Room (for change of attire, touch up of make-up etc) before and after the personal filming and photography session; and
- b. Complimentary 2-way buggy arrival and departure service (buggy operations subject to weather conditions)

All charges are subject to prevailing GST. No refunds will be provided once the booking has been confirmed.

B. AVAILABLE TIME SLOTS

2. The available timeslots (subject to changes where applicable) for the pre-hour opening personal filming and photography session are as per follows:
 - Flower Dome: 0800 to 0900hrs
 - Cloud Forest: 0800 to 0900hrs
 - Floral Fantasy: 0900 to 1000hrs

Note: 1 x Gardens by the Bay's staff will accompany the group at all times.

The allocated timeslot will commence promptly at the stated time. Late arrivals will result in a shortened session for the personal filming and photography session.

C. PRE HOUR OPENING PERSONAL FILMING AND PHOTOGRAPHY SESSION TERMS & CONDITIONS

3. The following terms and conditions will apply for personal filming and photography session that is scheduled to take place before the opening hours of Flower Dome, Cloud Forest and Floral Fantasy [‘Premise’].
4. The Applicant shall apply to Gardens by the Bay in writing for permission to take personal videos / photographs at Flower Dome, Cloud Forest or Floral Fantasy, at least fourteen (14) days prior to the date of the personal filming and photography session, blackout dates apply.

Please fill up the form and email it to: venue.hire@gardensbythebay.com.sg for the processing of the application. Gardens by the Bay’s decision on the application shall be final and conclusive.

5. The Applicant shall have exclusive possession of the Premise during the booked time with the exception of Gardens by the Bay’s employees that may be required to access the Premise to perform daily works.
6. The use of remote-controlled aerial cameras, planes, helicopters, drones and other similar devices are not allowed in the Gardens.
7. Unless otherwise approved, there must not be more than **7 persons** for the personal filming and photography session. During the personal filming and photography session, guests can remove their masks when taking the shots but must promptly put them back on when the photographer stops shooting and when moving around the premise. The videographers, photographers and crew are strictly required to wear masks at all times.
8. The Applicant shall be responsible for the safety and well-being of workers/crew/guests on site in accordance with the prevailing rules and regulations imposed by the Singapore Government including but not limited to the Ministry of Health, Ministry of Trade & Industry, Ministry of Manpower, Singapore Tourism Board, National Trade Union Congress and Singapore National Federations Union and any agency or organisation authorised by the Government of the Republic of Singapore to give the approval for the Activity to proceed. In particular, the wearing of masks or any other protective gear that may be imposed from time to time by the Authorities in the light of the current global COVID 19 pandemic. This includes implementation and compliance of Safe Management Measures put in place by the Authorities and Gardens by the Bay. The Applicant will be liable for all expenses incurred in the event of breach of this provision or any accidents that may occur as a result of non-compliance to the Safe Management Measures.

9. At the end of the personal filming and photography session, the Applicant shall ensure that the Premises are clean and reinstated to their original state and conditions, to the satisfaction of Gardens by the Bay. If the Applicant fails to observe any of the above, Gardens by the Bay shall at any time thereafter be entitled to do all other things necessary to restore such parts of the Gardens to its original condition at the sole costs and expense of the Applicant, who shall pay such costs to Gardens by the Bay within seven (7) days from the date of being so notified.
10. Makeup, styling and change of the attire is strictly not allowed in the public areas, including the domes. Changes of outfit, makeup and styling can be done in the toilets located within Gardens by the Bay.
11. The use of sound systems and amplifiers are not permitted, and noise is to be kept to a minimum level.
12. The use of motor vehicles (including motor or micro-scooters), and other forms of wheeled modes of transportation are not permitted within the Gardens.
13. The Applicant is not to use power points located around the Gardens.
14. The Applicant is to keep all unnecessary items and/or filming equipment in the Applicant's vehicles and not on the grounds of Gardens by the Bay.
15. The Applicant is not to set up tents, umbrellas, shelters, chairs, benches, buffet lines for members of the cast or crew.
16. The Applicant is not to set up props, background, decoration or any make any alteration to the Gardens' lawns, trees, plants or structures. Naked flames are strictly not allowed in the gardens.
17. The Applicant is not to use props or scenes that go against Gardens by the Bay's rules including:
 - Swimming, fishing, boating, cycling, roller skating/ blading, driving, posing with props that suggest the activity such as posing on a bicycle or posing with swimsuit, controversial attire
 - Any props or backdrops deemed not suitable by Gardens by the Bay
18. The Applicant shall not use the material filmed, photographed or recorded in any manner which will bring Gardens by the Bay into disrepute or which is defamatory to Gardens by the Bay, and activities relating to religion, politics or any topic which Gardens by the Bay deems sensitive are not allowed. All videos and photographs taken at Gardens by the Bay are strictly for personal use only such as pre-wedding photoshoot, graduation shoot, maternity shoot, family shoot etc. and not to be used for **commercial purposes**.

19. If any of the Terms and Conditions are breached, Gardens by the Bay will be entitled to stop the filming/photography at their sole discretion whereupon the Applicant, its employees and agents shall be required to leave the Premise with immediate effect.
20. Gardens by the Bay reserves the right to change the terms and conditions at any time.

D. POSTPONEMENT OR CHANGE IN DATE

21. A one-time complimentary postponement will be accorded if the change in the personal filming and photography session is informed to Gardens by the Bay, seven (7 days) in advance, prior to the booked date.
22. An administrative fee of \$200 (subject to prevailing GST) will be imposed, should there be a change in the personal filming and photography session with less than seven (7 days) notice, prior to the booked date.

E. PERMITS AND LICENSES

23. The Applicant shall be responsible for obtaining and complying with all requirements of any licenses, permit or other approval that is required by all relevant authorities and under any laws prior to the commencement of the personal filming and photography session. The Applicant shall produce such documents upon the request by Gardens by the Bay, failing which, Gardens by the Bay reserves the right to terminate this application and deny access to the Applicant and all persons associated with the personal filming and photography session. In such event, the Applicant does not have the right to make any claim or seek compensation from Gardens by the Bay due to the delayed preparation for the personal filming and photography session or cancelled activities in the Premise.

F. LIABILITY AND RISK

24. The Applicant shall assume all risks and damage in respect of any loss, injury or death to any person or property, including the Applicant, its employees, contractors, guests and any other persons involved in the Activity which may arise as a result of or in connection with the Applicant's use of the premises at Gardens by the Bay or the non-provision of the use of the Gardens by Gardens of the Bay for any reason.
25. The Applicant shall be solely liable for and shall fully indemnify and hold Gardens by the Bay, its officers, employees and agents, harmless, from and against:
 - i. all claims, demands, actions, proceedings, damages, costs, losses and expenses of any nature whatsoever which Gardens by the Bay may suffer or incur in connection with loss of life, personal injury or damage to property as a result of the Applicant's use of the Premise.

- ii. all claims and proceedings for or on account of infringements of any copyright, patent rights, design, trademark name or other protected intellectual property rights in connection with the private photoshoot, and from or against all loss, expenses, costs (including legal costs on a full indemnity basis) or damages in respect of such claims or proceedings or in relation thereto.

G. FORCE MAJEURE AND EMERGENCIES

26. In this paragraph, the term “Event of Force Majeure” means an event beyond the control of Gardens by the Bay and the Applicant, which prevents a Party from complying with any of its obligations under this Application, including but not limited to:

- i. act of God, including but not limited to fire, flood, earthquake, haze, windstorm or other natural disasters or epidemic or pandemic as declared by the Ministry of Health of Singapore (“MOH”) or as declared by the World Health Organisation (“WHO”).
- ii. war, hostilities (whether war be declared or not), invasion, breach of peace, insurrection, strike, picketing, lock-out or civil disturbance; rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, acts or threats of terrorism, compulsory acquisition, restrictions, regulations, by-laws, prohibitions, demands, mobilisation, requisitions or embargo, destruction, damage to property by or under the order of any government or semi-government or public or local authority, or imposition of government sanctions or similar action;
- iii. any law, judgement, order, decree, embargo or blockade relating to labour dispute, including, but not limited to, strike, lockout or boycott;
- iv. sabotage, machinery breakdown or discontinuation of electricity supply not covered by this Contract not caused by either party;
- v. breakdowns in electronic and computer information and communication systems;
- vi. any material destruction of/or material damage to the License Area(s) (or any part thereof) of Gardens by the Bay;

27. Neither Gardens by the Bay nor the Applicant shall be considered in breach of their respective obligations to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the effective date.

H. NO CLAIM BY APPLICANT

28. Notwithstanding anything herein contained, Gardens by the Bay, its employees, officers, servants or agents shall not be liable or in any way responsible to the Applicant nor shall the Applicant have any claim against, Gardens by the Bay nor be entitled to withhold payment of the hiring charge or any other monies due to, Gardens by the Bay or any part thereof in

respect of any loss (direct, indirect and consequential), damage or injury to any person or property howsoever caused in the Premise unless caused by the willful misconduct or willful default of Gardens by the Bay.

I. NO REPRESENTATIONS

29. The Applicant shall be deemed to have taken note of the location, size, state and condition of the Premise. Gardens by the Bay makes no representations or warranties of any kind with respect to the condition of the Premise and shall not be liable to the Applicant for any loss or damage howsoever caused. No error, omission, misinterpretation or mis-statement in this document shall entitle the Applicant to any reduction or variation of the hiring charge or to any compensation or damages whatsoever.

J. SERVICE OF NOTICE

30. Any notice required to be given by one party to the other party shall be in writing and shall be deemed to be sufficiently served on the other party if delivered by hand or sent by pre-paid post or facsimile to the other party's last known place of business in Singapore, or if sent by way of email to the email address provided by the other party. A notice shall be deemed to have been given if:
- i. personally delivered – upon delivery;
 - ii. sent by pre-paid post – two (2) business days after posting;
 - iii. sent by email - upon sending of the email

K. RIGHTS OF THIRD PARTIES

31. Save as expressly provided herein, a person who is not a party to this agreement shall have no rights under the agreement (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

L. GOVERNING LAW AND DISPUTE RESOLUTION

32. The Applicant's acceptance of the above-stated Terms & Conditions shall constitute an agreement between Gardens by the Bay and the Applicant. This agreement shall be governed by and construed in accordance with the laws of Singapore. The parties agree to irrevocably submit to the jurisdiction of the courts of Singapore in the event there is any dispute in relation to the agreement herein.

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ACCEPTANCE PORTION

I, _____, _____ confirm that
(Name) *(Last 4 digits of*
Identification / Passport No)

we have read and hereby accept the Terms & Conditions stated above. We further confirm that the information provided by us is true and correct.

Name of Applicant: _____

Date: _____

Signature: _____

Signed in the presence of:

Name of Witness: _____

Date: _____

Signature: _____