



Singapore Botanic Gardens

TERMS AND CONDITIONS FOR USE OF PREMISES AT SINGAPORE BOTANIC GARDENS FOR FILMING, PHOTOGRAPHY AND/ OR OTHER GROUP ACTIVITIES

1. INTERPRETATION

In these Terms and Conditions, the following words shall have the following meanings assigned to them:

- (a) "Applicant" means the person or entity who applies for permission to use the Gardens for the purpose of carrying out filming, photography or any group activities, whether online, by email or in hard copy, and where the context so requires, whose application have been approved by NParks for use of the Gardens for the Activity, and shall include the Applicant's employees, agents and/ or contractors;
- (b) "Activity" means any activity which the Applicant intends to carry out at the Gardens and may include the carrying out of filming, photography, group exercises and other group activities;
- (c) "Gardens" means the Singapore Botanic Gardens;
- (d) "Person" means any person whom NParks considers to have entered the Gardens by reason of the Applicant's use of the Gardens, including any person participating in the Activity, whether or not at the Applicant's invitation, and includes the Applicant's guests, agents and contractors;
- (e) "Terms and Conditions" means these Terms and Conditions, Specific Terms and Conditions and such other terms and condition as may be imposed by NParks on the Applicant as a condition for approving his application for use of the Garden.

2. TERMS AND CONDITIONS OF USE

- 2.1 By using the premises in the Gardens for the Activity, the Applicant shall be taken to have agreed with these Terms and Conditions and shall be required to comply with the same. NParks reserves the right to change these Terms and Conditions without prior notice.
- 2.2 The Applicant and all Persons shall, in connection with the use of the Gardens and during such other times as they or any one of them shall be in the Gardens, comply with all reasonable instructions from NParks.
- 2.3 NParks reserves the right to do any one or more of the following:
 - (a) offer the Applicant another location available for use within the Gardens ("Replacement Location") for the conduct of the Activity, subject to the Applicant paying any additional fees (if any and where applicable) for the use of the Replacement Location;
 - (b) revoke any approval granted to the Applicant;
 - (c) immediately halt any Activity which it deems necessary to do so;
 - (d) require the Applicant and all or any Person(s) to immediately leave the Gardens;if, in its opinion, any of the provisions herein have been breached, are breached or may be likely to be breached or if the Activity may endanger or cause discomfort or inconvenience to other users of the Gardens (including any part of the Gardens where the Activity is carried out).
- 2.4 The Applicant shall note that no compensation shall be due to the Applicant arising out of any loss, damage, costs and/or expenses incurred by the Applicant due to the operation of clause 2.3.

- 2.5 The Applicant shall comply and ensure that all Persons comply with the provisions of the Parks and Trees Act (Cap. 216) and all regulations and rules made thereunder, including the Parks and Trees Regulations (Cap. 216, Reg. 1) (please visit www.nparks.gov.sg/about-us/legislation for more information) and all other relevant laws, by laws, rules, regulations and relevant codes of practice issued by Government ministries, statutory boards or other public authorities. In particular, the Applicant shall also be familiar with, abide by and comply with any and all guidelines and/or notices issued by NParks.
- 2.6 The Applicant shall take all appropriate measures to address all risks, dangers and safety hazards to ensure the safety of the participants in the Activity, all Persons and all visitors to the Gardens.
- 2.7 The Applicant shall ensure that noise generated is kept to a minimum and in any event, shall not use loud hailers, public announcements systems and other sound systems in the Gardens.
- 2.8 Subject to NParks' approval, wedding solemnisations shall be held within the Bandstand or in outdoor open spaces only.
- 2.9 Where the Applicant is required to obtain any licence, approval, permit or authorization from any relevant authority or organization for the Activity (which may include permission from the Singapore Police Force (in particular, the Public Entertainment Licensing Unit), Singapore Civil Defence Force, National Environment Agency, Department of Public Cleanliness, Singapore Food Agency, Civil Aviation Authority of Singapore and the Building and Construction Authority), it shall be the Applicant's responsibility to obtain such licence, approval, permit or authorization at his costs, prior to submitting the Application. NParks reserves the right to request the Applicant to furnish proof of the licence, approval, permit or authorization obtained by the Applicant at any time after the submission of the Application, failing which the Application may be rejected or if approval has been granted, the approval may be revoked.
- 2.10 Where the Activity involves dogs, the Applicant shall keep all dogs on leash and muzzle those breeds of dogs specified under the Animals & Birds (Dog Licensing & Control) Rules. The Applicant shall also clean up after the dog and dispose of all wastes in a hygienic manner. The Applicant shall also note that dogs are strictly not allowed in the following areas:-
- (a) National Orchid Garden;
 - (b) Rain Forest
 - (c) Learning Forest boardwalk and elevated walkways;
 - (d) Healing Garden;
 - (e) Foliage Garden;
 - (f) Evolution Garden;
 - (g) Ethnobotany Garden;
 - (h) Jacob Ballas Children's Garden; and
 - (i) Mingxin Foundation Rambler's Ridge and COMO Adventure Grove at Gallop Extension.
- 2.11 The Applicant **shall not**:
- (a) set up tents, banners, or other furniture in the Gardens;
 - (b) carry out any Activity which may endanger or cause discomfort or inconvenience to other visitors or create a public nuisance;
 - (c) conduct any public demonstration or any other activities which may be directed towards a political end, religious belief or to religion generally;
 - (d) obstruct any path or access or block off any areas (e.g. toilet, shelter, paths) within the Gardens for exclusive use;

- (e) conduct ball games or activities involving projectiles (such as Frisbees, boomerangs etc.);
- (f) smoke in the Gardens and shall ensure that participants and all Persons in the Activity observe the no-smoking rule in the Gardens.

3. EXCLUSION OF LIABILITY AND INDEMNITY

- 3.1 The Applicant shall assume all risks in respect of loss, injury or damage to any person or property, including the Applicant, all Persons, NParks and their respective properties which may arise as a result of or in connection with the Applicant's use of the premises at the Gardens.
- 3.2 The Applicant shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the Gardens or to any property, facility, tree or shrub belonging to NParks and shall make good and pay for any damage thereto howsoever caused including accidental damage caused by any act or omission whether negligently or otherwise of the Applicant, his employee, contractors, agent or any Person.
- 3.3 The Applicant shall be solely liable for, fully indemnify and hold NParks, its officers, employees and agents, to the maximum extent permitted by law, harmless from and against:
 - (a) All liabilities, damages, costs and expenses arising from any claims, demands, actions, proceedings, recoveries, judgment or execution, damages, costs (including legal costs on a full indemnity basis and / or reasonable solicitor's fees), losses and expenses of any nature which NParks, its officers, employees or agents, may suffer or incur by, from or in connection with the Applicant's use of the Gardens or the provision or non-provision of the Gardens by NParks or any decision, action or omission of NParks, whether negligent or otherwise in relation thereof; and / or
 - (b) All loss and damage to the Gardens, its adjoining or neighbouring premises and to all property therein howsoever caused whether directly or indirectly by the Applicant's use of the Gardens, including without limitation all loss and damage caused by the use or misuse, waste or abuse of water, fire or electricity.

4. SPECIFIC TERMS AND CONDITIONS FOR FILMING AND PHOTOGRAPHY

- 4.1 The Applicant shall ensure that:
 - (a) Only simple filming and photography without any extensive set-up required are conducted in the Gardens;
 - (b) Only items and equipment which are required for the filming / photography are brought into the Gardens. All other equipment, in particular, furniture or bulky items shall not be brought into the Gardens;
 - (c) A list of the photography / filming equipment to be used is submitted to NParks for approval.
- 4.2 The Applicant may bring in:
 - (a) A portable camera (Video or still) of or about a hand-held size;
 - (b) A tripod for the camera;
 - (c) Boom mike (save that a hand-held mike shall not be on tripod or C-stand), feedback monitor or hand-held reflectors.
- 4.3 The Applicant shall not:
 - (a) Use any power points around the Gardens;
 - (b) Set up props, background, decoration in the Gardens, or on lawns, trees, plants or structures unless otherwise approved by NParks

- (c) Employ any filming or photography methods that involve the use of large and bulky equipment such as vehicles, boom lifts and cranes;
- (d) Use any drones for filming unless prior approval has been obtained from the Civil Aviation Authority of Singapore (where applicable) and NParks;
- (e) Depict any of the following in the film or photograph:
 - (i) Scene(s) showing person(s) swimming, fishing, boating, cycling, roller skating/ blading, driving, performing martial arts, or scene(s) showing items resembling weapons / explosives;
 - (ii) Scene(s) that suggest any unapproved activity (e.g. posing on a bicycle or posing with swimsuit)
 - (iii) Any scene(s) deemed inappropriate by NParks.
- (f) Use video or photographic equipment, C-stands, lightings, light stands, tracks and power generating devices except where expressly provided for and approved by NParks;
- (g) Conduct filming or photography at any of the following locations unless otherwise approved by NParks:
 - (i) All 7 major entrance areas (Tanglin Gate / Green Pavilion, Nassim Gate / Visitor Centre, National Orchid Garden's entrance pavilion, Gallop Extension drop-off point, Learning Forest drop-off point, Bukit Timah Gate and Children's Garden Visitor Centre) and its immediate surrounding areas like Palm Court, Viewing Terrace, Cascade Garden, E-kiosk and Orchid Plaza
 - (ii) Areas within Rainforest, Mingxin Foundation Rambler's Ridge, OCBC Arboretum, Jacob Ballas Children's Garden and COMO Adventure Grove
 - (iii) Heritage Museum, CDL Gallery, Forest Discovery Centre @OCBC Arboretum, Botanical Art Gallery, Ethnobotany Centre and Seedbank
 - (iv) Shaw Foundation Symphony Stage
 - (v) Office Buildings like Holttum Hall, Ridley Hall, NParks HQ, Raffles Building and the Garage
 - (vi) Car Parks within the Gardens
 - (vii) Shops and F&B outlets (including the immediate surrounding areas)
 - (viii) Shelters and all sheltered areas within the Gardens.

5. SPECIFIC TERMS AND CONDITIONS FOR EXERCISE GROUPS AND OTHER GROUP ACTIVITIES

5.1 The Applicant shall not use plants or structures as a medium or equipment for the Activity.

5.2 The Applicant shall ensure that:

Unless otherwise approved by NParks, no martial arts activities shall be conducted.

5.3 The Applicant shall not conduct any Activity at any of the following locations:

- (a) All major entrances and its immediate surrounding areas (Tanglin Gate, Tanglin drop-off point, Gallop Extension drop-off point, Visitor Centre, Palm Court, Learning Forest drop-off point and Bukit Timah Gate);

- (b) All Visitor Services desks and its immediate surrounding areas (Green Pavilion, Visitor Centre, Learning Forest, Bukit Timah, Gallop Extension and Children's Garden);
- (c) Rainforest;
- (d) Learning Forest;
- (e) Jacob Ballas Children's Garden;
- (f) National Orchid Garden;
- (g) Shaw Foundation Symphony Stage;
- (h) Gallop Extension (except Gallop Green);
- (i) Ethnobotany Garden;
- (j) All carparks or vehicular roads within the Gardens;
- (k) Buildings or office blocks including NParks Headquarters, Raffles Building, Botany Centre, Ridley Hall, The Garage, shops and F&B outlets (including its immediate surrounding area)
- (l) Shelters and all other sheltered areas within the Gardens.