

Application for the use of Lloyd's Lounge (including the three meeting rooms)

Terms and Conditions

1. Interpretation

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

- a) "Applicant" means the person or entity who submits the application form, whether online, by email or in hard copy, applying for permission to use the Premises for the Event and where the context so requires, whose application have been approved by Lloyd's for use of the Premises for the Event, and shall include the Applicant's employees, agents and/or contractors.
- b) "Application" means the application form submitted by the Applicant applying for permission to use the premises for the Event.
- c) "Event" means any event or activity, including a workshop/presentation, held in the Premises for which the Applicant had obtained permission from Lloyd's for such use.
- d) "Equipment" means any property, goods, article or thing, such as equipment, furniture, stage, marquee, backdrop, lighting fixture, audio system, table and chair, belonging to or set up by the Applicant, his agent, contractor or any Person that is brought into the Premises.
- e) "Lloyd's" means Lloyd's of London (Asia) Pte. Ltd., and shall includes its officers, employees and agents authorised to act on its behalf and includes any representatives or person under the direction of Lloyd's or who is designated by Lloyd's to act on its behalf.
- f) "Person" means any person whom Lloyd's considers to have entered the premises by reason of the Applicant's use of the Premises, including any person attending the Event, whether or not at the Applicant's invitation, and includes the Applicant's guest, caterers, agents and contractors
- g) "Premises" means the premises in Lloyd's which the Applicant is applying for permission to use, or where the context so requires, for which approval to use has been granted by Lloyd's to the Applicant.
- h) "Terms and Conditions" means these Terms and Conditions and such other terms and conditions as may be imposed by Lloyd's on the Applicant as a condition for approving the Applicant's use of the Premises.

2. General

- 2.1. Where a firm, company, organisation or group of persons is named as the Applicant, the representative who submits the Application warrants to have the authority to bind the firm, company, organisation or group of persons.
- 2.2. When the Applicant makes an Application, the Applicant shall be deemed to be making an offer to use the Premises pursuant to and in accordance with these Terms and Conditions.
- 2.3. Lloyd's shall be deemed to have accepted the Applicant's Application when Lloyd's issues a written (including by email) confirmation indicating it has accepted that offer.

3. Approval of Application

- 3.1. Lloyd's reserves the right, in its absolute discretion, to approve or reject an Application, or to revoke the approval of an Application, at any time without having to provide any reasons. All decisions made by Lloyd's in relation to the Application shall be final. Lloyd's shall not be held liable for any loss, damage or liability in relation to Lloyd's decision to approve, reject, or revoke the approval of the Application.
- 3.2. Any approval given by Lloyd's shall be subject to the compliance of the Applicant within the Terms and Conditions stated herein, and such other terms and conditions as may be imposed by Lloyd's on the Applicant as a condition for approving the Application.
- 3.3. Approvals given for Applications shall not be assignable or transferrable by the Applicant to any other persons.

4. Usage of Premises

- 4.1. The Applicant and all Persons shall, during the use of the Premises and during such other times as they or any one of them shall be in the Premises, comply with all reasonable instructions from Lloyd's.
- 4.2. The Applicant shall be required to reimburse Lloyd's for any costs which may be incurred by Lloyd's in order to reinstate the Premises to the level they were prior to the Event. Any costs associated with reinstating the Premises to the level of good order and decency include:

Carpet cleaning	Subject to quotation
Furniture damage	Subject to quotation
Equipment damaged	Subject to quotation
Any other costs	Subject to quotation

- 4.3. The Applicant shall be responsible for:

- a) all costs and expenses incurred in the course of organising and executing the Event;
- b) all matters of safety in the Premises and the preservation of good order and decency;
- c) ensuring that the Event and all other activities connected thereto are carried out within the boundaries of the area of the Premises specified in the Application or approval;
- d) ensuring that all necessary permits, licenses or written permission have been obtained from the relevant authorities for the Event where applicable;

- e) ensuring that all passages, doors and means of entry or exit, if any, within the Premises are kept unobstructed;
- f) ensuring that no alcoholic beverages are sold in the Premises without prior approval from Lloyd's and the relevant authorities; and
- g) ensuring that all taking-over and handing-over procedures are duly completed.

- 4.4. The Applicant shall not modify or alter the Premises or any property belonging to Lloyd's without the proper written consent of Lloyd's.
- 4.5. The Premises is a designated smoke-free zone and the Applicant shall be responsible for enforcing the smoke-free policy during the Event.
- 4.6. Lloyd's reserves the right to stipulate the capacity allowed onto the Premises. In no event shall the Applicant allow Persons to occupy the Premises or part thereof in numbers greater than the stipulated capacity.
- 4.7. The Applicant shall ensure that all Persons leave the Premises upon the earliest of the following circumstances:
- 4.7.1. by the time specified in the Application (if any);
 - 4.7.2. at the time stipulated by Lloyd's in the written approval of the Application (if any);
 - 4.7.3. immediately upon request of Lloyd's; or
 - 4.7.4. at the end of the Event.
- 4.8. Lloyd's reserves the right to immediately halt any activity which it deems necessary to do so, or to require the Applicant and all or any Person to immediately leave the Premises if, in its absolute discretion, Lloyd's deems that any of the provisions herein have been breached, or may be likely to be breached or if the Applicant or any Person has caused, is causing, or may be likely to cause, harm or damage to the Premises or any Person or Person's property, or embarrassment, nuisance or annoyance to any other Person, or is behaving in a manner that is offensive.
- 4.9. The Applicant shall perform an assessment of all risks, dangers and safety hazards that may arise in relation to the Event and upon performance of the assessment, the Applicant shall take all appropriate measures to address the risks, dangers and safety hazards to ensure the safety of the participants of the Event and all property belonging to any Person or to Lloyd's. Save for such liabilities that cannot be excluded or limited under applicable law, Lloyd's shall not, under any circumstances, be liable in the event of any accident or incident resulting in damages, loss or injury to any Person, any Person's property, or any property belonging to Lloyd's.
- 4.10. The Applicant is advised to take up appropriate and adequate insurance for the benefit of the Applicant and Lloyd's against any and all possible loss or liability arising out of, or in connection with, the access to or use of the Premises, the failure by Lloyd's to provide the Premises for the Applicant's use, and for all indemnities required by Lloyd's from the Applicant.
- 4.11. Upon conclusion of the Event, the Applicant shall:

- a) reinstate the Premises in accordance with Lloyd's requirements and to Lloyd's satisfaction or to the same state and condition prior to the Applicant's use of the premises.
- b) ensure that all litter and debris are disposed immediately after the Event or within the time specified by Lloyd's at the CapitaGreen garbage disposal centre; and
- c) remove all Equipment brought into the Premises immediately after the Event or within the time specified by Lloyd's failing which, Lloyd's reserves the right to remove or dispose such Equipment as Lloyd's deems fit.

5. Loss or Damage to Property

- 5.1. The Applicant acknowledges and agrees that the Applicant shall be solely responsible for all Equipment and any other items placed, deposited, brought into or left in the Premises by the Applicant or any other Person, and shall take all reasonable measures to safeguard the same from the theft, vandalism, loss or damage. Lloyd's shall not, in any manner whatsoever, be responsible for the safekeeping or custody thereof. In no event shall Lloyd's be liable to make good or accept responsibility or liability in respect of any theft, vandalism, loss or damage to the Equipment, and the Applicant shall hold Lloyd's harmless in this respect.
- 5.2. The Applicant shall ensure that all Equipment brought into the Premises by the Applicant or any Person are properly installed and operated in accordance with relevant safety regulations, and do not deface or damage any property belonging to Lloyd's.
- 5.3. Any damage to Lloyd's property, including facilities, and AV and IT equipment shall be repaired, replaced or reinstated promptly at the Applicant's cost and expense in accordance with Lloyd's requirements and within the time specified by Lloyd's. Lloyd's may carry out such repairs or rectifications in which event all reasonable costs and expenses incurred by Lloyd's shall be recoverable from the Applicant.

6. Indemnity

- 6.1. The Applicant agrees to indemnify and hold harmless Lloyd's, from and against any claims, liabilities, damages, disputes, demands, losses, costs and expenses, including, without limitation, legal fees on a full indemnity basis, suffered or incurred by Lloyd's, or made against Lloyd's, arising out of or in connection with, the access to or use of the Premises by the Applicant or any other Person, and the breach of these Terms and Conditions by the Applicant or any other Person.

7. Limitation of Liability

- 7.1. The Applicant acknowledges and agrees that the risks and liability, arising out of or in connection with, the access to or use of the Premises by the Applicant and any other Person, and these Terms and Conditions, shall vest solely on the Applicant.

- 7.2. Save to the extent that Lloyd's may not exclude or limit its liability under applicable law, in no event shall Lloyd's be liable to the Applicant or any other Person, whether in contract or in tort or under any other law, for loss of profit or revenue, loss of use, or similar economic loss, or for any indirect, special, incidental, consequential or similar damages, arising out of or in connection with, the access to or use of the Premises by the Applicant and any other Person, any Equipment brought onto or left in the Premises by the Applicant or any other Person, these Terms & Conditions, and for any claim made against Lloyd's by any other party.
- 7.3. To the maximum extent permitted by law, Lloyd's shall not be liable to the Applicant or any other Person for the breach of these Terms and Conditions or any legal wrong whether in tort, unjust enrichment or otherwise, unless such liability arises directly from Lloyd's gross negligence or fraud or wilful misconduct.

8. Miscellaneous

- 8.1. Variation: Lloyd's reserves the right to amend or modify in whole or in part at any time these Terms and Conditions provided that Lloyd's provides prior written notice of three working days.
- 8.2. Severability of Provisions: If any part of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that part shall be deemed to be severable from these Terms and Conditions and shall not affect the validity and enforceability of any of the remaining parts of these Terms and Conditions.
- 8.3. Third Party Rights: Except insofar as these terms expressly provide that a third party may in his own right enforce any term herein, a person who is not a party to the these terms has no right under the Contracts (Right of Third Parties) Act (Cap. 53B) to rely upon or enforce any term but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

9. Governing Law

- 9.1. These Terms and Conditions shall be governed by and shall be construed in accordance with Singapore law. The Applicant irrevocably submits to the exclusive jurisdiction of the courts of Singapore. The Applicant shall not dispute the jurisdiction of the Singapore courts, or the appropriateness of the Singapore courts as the natural forum, as regards any legal proceedings relating to these Terms and Conditions.