TERMS & CONDITIONS

The following Terms and Conditions shall govern the use of the Event Spaces and Facilities ('Facilities') at Al-Mawaddah Mosque ('The Mosque') for any approved events ('Event') as stated in the Booking Form ('Application'). A binding agreement ('Agreement') shall be constituted between the Mosque and the applicant named ('Applicant') in the Application 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 & PAYMENT

   a. All applications for the use of any Facilities shall be submitted 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 later than:
      - three (3) months prior to the wedding date or
      - four (4) weeks prior to other event date

   c. A $100 non-refundable booking fee and 50% deposit (or any portion thereof) of rental fee shall be payable to secure the booking, failing which The Mosque reserves the right to cancel the booking. The Applicant shall pay the remaining unpaid portion including additional cost thereof at least one (1) month before the Event.

   d. The Facilities must be used solely for the Event as stipulated in the Application. The Mosque may in its absolute discretion accept or refuse any Application without assigning any reason whatsoever. The Mosque reserves the right to revoke any acceptance of the Application and cancel the booking of the Facilities without liability to the Applicant 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. All food and beverages should only be consumed at the places allocated by The Mosque.

   d. Except where prior written approval of The Mosque has been obtained, the Applicant shall not sell and/or distribute food and/or beverages. Cooking of any form is strictly prohibited. Applicant may engage their preferred caterers as long as the said caterers have all necessary registrations, licenses, permits and authorizations required from governmental or non-governmental authorities to do so.

   e. The Mosque shall be fully indemnified and held harmless from any liability, dispute, claim, loss, damage, or issue whatsoever arising between the Applicant and any caterer engaged by the Applicant.

   f. 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, during and/or after the Event.

3. LOSS OR DAMAGE TO PROPERTY

   a. Should the Facilities or any part thereof and/or property or equipment ('Equipment') belonging to The Mosque 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 prior written approval of The Mosque. If such approval is given, any 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 for such purposes.

   c. No placement or installation or any banner, poster or advertising materials will be permitted at, in or around the Facilities 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.

e. The Applicant agrees to abide strictly by all safety regulations applicable to the Facilities under law or prescribed by The Mosque. The Applicant shall indemnify and hold harmless The Mosque, including its employees, agents, and contractors, from and against all claims, damages, losses, costs, and expenses arising from the Applicant's and/or any third-party vendor's failure to comply with applicable safety regulations.

f. 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 accept or refuse the Application without assigning any reason whatsoever.

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 Applicant.

c. No naked fire/flame, striking of matches, gas lights, lighters or helium balloons will be allowed in any part of the Facilities (and its vicinity), except when they are necessary for the Event, in which case, 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.

d. No activity that may produce smoke and smoke machine of any type will be allowed in any part of the Facilities without the prior written approval of The Mosque. Where the Applicant requires smoke machine for any reason, a minimum of seven (7) days' prior written notice must be given to The Mosque. This is to allow for the scheduling of smoke isolation at the Facilities. The Applicant will be liable for all costs, expenses and/or damage arising from this activity.

e. Prior written approval of The Mosque must be obtained before any hazardous material or equipment is brought into 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 Applicant 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 Applicant 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 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. CANCELLATION AND POSTPONEMENT OF EVENT

a. The Applicant shall immediately notify the Mosque in writing of any cancellation or postponement of the Event. Upon receipt of such notice, the booking fee shall be non-refundable, and any refund of rental fee amounts paid shall be subject to the following terms:
   - 1 month or less - non-refundable
   - 2 months - 40% of amount paid
   - 3 months - 25% of amount paid
   - 6 months or more - 100% of amount paid

b. If notice is received less than one (1) month prior to the original commencement date of the Event, the full rental fee shall be payable. If the rental fee (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 rental fee (or any portion thereof) had not been paid before the receipt of such notice by The Mosque, the Applicant shall pay the rental fee (or any remaining unpaid portion thereof) when invoiced by The Mosque.

7. DISPUTE RESOLUTION

a. Any dispute arising out of or in connection with this Agreement, the Terms and Conditions, or any other written terms agreed between the Applicant and The Mosque shall be resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC). The arbitral 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.

8. 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.

9. GOVERNING LAW AND JURISDICTION

a. The Agreement, these Terms and Conditions, and/or any other terms and conditions as may be agreed between the Applicant 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.

10. CONTRACTS (RIGHTS TO THIRD 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.