



Arts House Limited
28 Aliwal Street
Aliwal Arts Centre #03-01 & #03-07
Singapore 199918

THE CLOCK TOWER CLIMB AT VICTORIA THEATRE & VICTORIA CONCERT HALL TERMS & CONDITIONS

I. BASIC INFORMATION

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| Organizer | Arts House Limited |
| Tour duration | 60 minutes |
| Booking fee | \$30 / pax |
| Group size | Minimum no. of participants to start: 5 pax Maximum no. of participants/tour: 10 pax *The group will be split into two groups of 5 to climb the clock tower, as only 5 pax are allowed up at any one time. |
| | All participants must observe safety protocols and social distancing guidelines during the Tour at all times. |
| Languages available | English |
| Highlights | Clock Tower climb, access to Victoria Theatre and Victoria Concert Hall (VTVCH), Floating Rubik's Cube, Heritage Gallery, etc. |

Age & Fitness Suitability

To ensure that everyone is able to fully enjoy the Tour, the following restrictions and advisories apply:

- The Clocktower Climb is only available to participants of ages 18 and above, and is not wheelchair accessible
- Participants should come ready and appropriately dressed for walking and climbing at least 3 flights of stairs and a steep ladder

II. BOOKING TERMS

1. Payment & Confirmation

- (1) All bookings and Tour enquiries must be made through the official tour enquiry form available on the Victoria Theatre and Victoria Concert Hall [website](#).
- (2) Payments are to be made in Singapore Dollars.
- (3) Modes of payment accepted are PayNow & Electronic Bank Transfer.
- (4) Bank fees and charges, including intermediary bank fees and charges, associated with payment must be paid by the Participant.
- (5) A booking is secured with the Organizer once full payment is made.
- (6) A booking confirmation will be issued to the Participant's registered email address upon receipt of payment by the Organizer.

2. Cancellations & Refunds

- (1) All cancellations are not refundable.
- (2) The Organizer may, if it so decides in its sole discretion, entertain requests for rescheduling Tours on a case-by-case basis. Any requests for rescheduling should be made by the Participant at least 24 hours before the scheduled start time of the Tour. There is, however, no guarantee that the request will be granted and, in the event that the request is rejected, it will be deemed as a cancellation by the Participant and no refunds will be made.
- (3) A full refund may be made if the Tour is cancelled by the Organizer due to unforeseen circumstances highlighted below.

3. Cancellations by the Organizer

- (1) The Organizer reserves the right (but is not obliged) to return the Participant's payment and cancel a booking confirmation in its absolute discretion.
- (2) Such cancellations may be made due to unforeseen circumstances such as: (i) when parts of the Victoria Theatre and Victoria Concert Hall are not accessible due to events, recordings, rehearsals or maintenance, (ii) scheduled Tour guide is not available due to personal/health reasons, (iii) physical social gatherings are prohibited/limited due to changes in Covid-19 safety measures, or (iv) inclement weather. For the avoidance of doubt, to ensure the safety of all participants, the Clocktower Climb will not be available in the event of rain.
- (3) The Organizer also reserves the right to cancel any Tour up to 24 hours before the scheduled start time of the Tour due to an insufficient number of participants.
- (4) The Organizer may, if it so decides in its sole discretion, recommend alternative Tour dates. Should the Participant decide not to accept the alternative Tour dates, a full refund will be made accordingly without further liability on the part of the Organizer.

III. BEHAVIOUR & DAMAGE

1. The Participant shall cooperate with and comply with the authority and directions of the Tour guide during the Tour.
2. All Tour participants are expected to be considerate towards other people on the Tour.
3. The Organizer reserves the right, without prior warning or notice, to exclude the Participant from participating in all or any part of the Tour if the Participant's condition or behaviour renders the Participant unfit for the Tour or unfit for continuation once the Tour has begun, including any behaviour that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of the Tour services, or may constitute a hazard to anyone involved in the Tour. In such an event, the Organizer shall have no further responsibility or liability to the Participant and shall not be obliged to make any refunds to or alternative arrangements for the Participant.
4. The Participant agrees to accept responsibility and liability for, and to indemnify the Organizer in full against all liabilities, costs, expenses and losses suffered or incurred by the Organizer or any of the Organizer's officers, employees or agents (including any damage to

or loss of any property of the Organizer (or any of its officers, employees or agents)) arising out of or in connection with any act or omission of the Participant during the Tour.

IV. FORCE MAJEURE

Except as otherwise expressly stated in these Terms and Conditions, the Organizer shall not be liable for any failure to perform, or delay in performing, any obligation under these Terms and Conditions and is not obliged to provide any refund or compensation to the Participant if the failure or delay results from a Force Majeure event. For the purposes of these Terms and Conditions, “**Force Majeure**” means any event beyond the Organizer’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken, including but not limited to acts of God, warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease (including Covid-19) or natural disasters such as floods, earthquakes or weather conditions, the act of any government or other national or local authority (including port or river authorities), industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems and all similar events outside the Organizer’s control.

V. LIABILITY

1. To the fullest extent permitted by law, the Organizer accepts no responsibility and shall not be liable for any personal injury, illness, death, or damage to or loss of property resulting from the Participant’s participation in the Tour, except when the above is caused by intentional or grossly negligent acts or omissions by the Organizer’s officers, employees, or agents (but only to the extent where such officers, employees, or agents, are acting within their duties, powers, or authorities granted by the Organizer).
2. If the Organizer’s performance of its obligations under these Terms and Conditions is prevented or delayed by any act or omission of the Participant, the Organizer shall:
 - (1) not be liable for any costs, charges or losses sustained or incurred by the Participant that arise directly or indirectly from such prevention or delay;
 - (2) be entitled to payment of the fees and charges for any Tour that has been scheduled despite any such prevention or delay; and

- (3) be entitled to recover from the Participant any additional costs, charges or losses the Organizer sustains or incurs that arise directly or indirectly from such prevention or delay.
3. For the avoidance of doubt, the Organizer shall not accept any responsibility or liability for any services that do not form part of the Tour.

VI. RELEASE AND WAIVER OF LIABILITY

1. By participating in the Tour, the Participant:
 - (1) expressly acknowledges that certain risks and dangers may arise, including, but not limited to, the risk of accidents during the Clocktower Climb; and
 - (2) agrees, to the fullest extent permitted by law, to release the Organizer from all costs, liability, loss or damage incurred or suffered by the Participant directly or indirectly during the course of the Tour, arising from or in connection with personal injury, illness, death, or damage to or loss of property, unless such injury, illness, death, damage to or loss is caused by intentional or grossly negligent acts or omissions by the Organizer's officers, employees, or agents (but only to the extent where such officers, employees, or agents, are acting within their duties, powers, or authorities granted by the Organizer).
2. To the fullest extent permitted by law, the Participant waives any claims the Participant has, or may at any time have, against the Organizer, and agrees to accept the inherent dangers and risks associated with the Tour and not to make any claim against or seek compensation from the Organizer in respect of any personal injury, illness, death or damage to or loss of property sustained by the Participant as a result of or in connection with participation in the Tour, unless such injury, illness, death, damage or loss is caused by intentional or grossly negligent acts or omissions by the Organizer's officers, employees, or agents (but only to the extent where such officers, employees, or agents, are acting within their duties, powers, or authorities granted by the Organizer).
3. By signing the Indemnity Form provided, the Participant acknowledges and confirms the abovementioned conditions. All disclaimers, indemnities and exclusions in these Terms and Conditions shall survive termination or expiry of these Terms and Conditions.

VII. PERSONAL DATA

The Participant hereby consents to the collection, use, processing, disclosure and retention of the Participant's personal data, including but not limited to the Participant's name, contact details, address, date of birth, identity card/passport details, signature, and banking and payment information, by the Organizer for the purposes of fulfilling its obligations under these Terms and Conditions in accordance with the Personal Data Protection Act 2012 and any amendments thereto. The Participant confirms that the Participant has read, understood and accepts the Privacy Policy of the Organizer which can be found on the Organizer's [website](#).

VIII. GENERAL

1. The Organizer may amend these Terms and Conditions from time to time with notice to the Participant.
2. Any failure by the Organizer to exercise or enforce any rights conferred upon it by these Terms and Conditions or under law shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
3. If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected.
4. These Terms and Conditions shall be governed and construed in accordance with the laws of Singapore and the Participant agrees that the Singapore courts shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with these Terms and Conditions.

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