

TERMS AND CONDITIONS FOR USE OF MBKS AUDITORIUM

- 1) The full seating capacity of the auditorium is 460. For safety reason and to avoid overcrowding, please ensure that the number of admittance does not exceed this figure.
- 2) The rental and deposit must be paid within five (5) working days from the date of the bill. The use of the Auditorium for rehearsal or preparation works shall be charged accordingly at the prevailing rental. The deposit is refundable, subject to compliance of the conditions for the use of the Auditorium and subject to no damage to the Auditorium.
- 3) Due care must be observed by all participants as regards the use of facilities within the Auditorium, viz, Auditorium seat, stage curtains, stage chairs, sound system, etc, as well as the toilet facilities at the ground floor of the City Hall. Any damage to Council's property shall to be made good to the satisfaction of the Council.
- 4) Wordings or publicity of the function held in the auditorium shall not be affixed directly onto the rear wall of the stage curtain. A white panel will be provided for the purpose. The wordings shall be removed immediately following the close of the function. No nailing or pinning are allowed at any surfaces of the Auditorium.
- 5) Food, Drink or Smoking are not permitted within the Auditorium.
- 6) No littering within the Auditorium, within the City Hall or around the premises.
- 7) The Auditorium shall not be used for prayer meeting or any other form of religious worship. No burning of incense or joss sticks or lighting of candles or cooking is allowed within the Auditorium.
- 8) All paraphernalia-items of equipment or accessories used in conjunction with any approved function within the Auditorium must be removed at the conclusion of the function. In any case, these items shall not be left lying around within the premises of the City Hall exceeding 24 hours after the conclusion of the function. The Council reserves the right to dispose of any items left behind in any manner it thinks fit and no compensation shall be made for these items.
- 9) Banners or publicity of the function held in the Auditorium shall not be affixed unless written permission is obtained from the Council.
- 10) The auditorium shall not be used for holding demonstration or any form of protest assembly.
- 11) Hirers must strictly ensure that participants of the function held at the auditorium adhere to the following:
 - a) No loitering at the lobby area, service counter and within the different floors of the premises;
 - b) Parking is strictly not allowed at the foyer; and
 - c) Vehicles must be parked at the car parks provided outside the foyer.
 - d) Movements from the foyer to the Auditorium must be made with minimal sound especially during office hours.
- 12) Usage of the lobby area for purpose of refreshment (preferably halal packed food), will be charged accordingly at the prevailing rate. The hirer is required to clean the surrounding area immediately after the event to the satisfaction of the Council.
- 13) Operators / teachers of kindergartens / schools who are using the Auditorium / Lobby area must ensure that the children / students are supervised and well behaved. Activities such as running around the lobby area, screaming and disturbing any items of the Council are strictly prohibited.

- 14) No damage shall be caused to any items of the Council's property. Any damage shall be made good at the hirer's expense.
- 15) The hirer shall obtain the necessary <u>clearance or permits</u> from the State Secretary's Office, Immigration Department Sarawak and any other relevant authorities if foreigners are participating in the activities (where applicable).
- 16) Where the activities of the hirer involves the provision of entertainment to the public the hirer is required to obtain the **Entertainment Licenses from the Council**.
- 17) No structures are to be built or constructed without written permission/ approval from the Council.
- 18) The air-condition will only be switched on 15 minutes before the function.
- 19) The hirer shall fully indemnify the Council against **any claim, loss or damage that may be suffered or incurred by the Council** in consequence of any acts, omission neglect or default committed or attributable to the hirer or any of its / his employees workers, staff or agents.
- 20) The hirer shall also fully indemnify the Council against any claim, suit, actions or demand made against the Council by any member of the public for any damage or injury caused to him or his property in consequence of or attributable to any act, omission, neglect or default by the hirer, his employees, workers, staff or agents.
- 21) The Council may require the hirer to take out, at the hirer's own cost and expense, **the necessary public liability insurance policy** to insure himself and the Council against those risks stipulated under the above Clause. The Council shall be named as an insured party in such policy and the sum to be covered by such policy.
- 22) The Council reserves the right to cancel any bookings/use of the facility if the facility is required for any purposes of urgent maintenance or official function.
- 23) The event must not contain any political name, reference, affiliation, representation, activity, speeches or political party logos, including on banners and any materials worn/brought to the event.
- 24) To acquire the necessary approval and permit from the police and/or from the relevant authorities **prior to the event**, wherever necessary.
- 25) To ensure proper crowd control during the event.
- 26) To make PRIOR arrangement with Trienekens Sdn. Bhd. for provision of rubbish collection after the event.



TERMS AND CONDITIONS FOR USE OF DEWAN MASYARAKAT

- 1) To pay the rental before the last date of payment as stated in the bill, failing which the booking will be treated as cancelled.
- 2) No littering within and around the surrounding area of the Dewan Masyarakat. The hirer is required to clean the kitchen and its surrounding immediately after the event to the satisfaction of the Council. To remove items belonging to hirer immediately after the event.
- 3) Vehicles must be parked at the car parks provided.
- 4) No damage shall be caused to Council's property. Any damage shall be made good at the hirer's expense.
- 5) No structures to be built or constructed without written permission/ approval from the Council.
- 6) The use of the lift for "transporting" of food is **Strictly Prohibited**.
- 7) No dragging of chairs/other items/heavy items on the floor to avoid damages to the flooring.
- 8) All decorative items should not be pasted on the wall and pillars.
- 9) The use of paste, cellophane tape and nails are **Strictly Prohibited**.
- 10) To comply with the instruction of the Council's Officer in charge of the Dewan Masyarakat.
- 11) The volume of loud speakers to be reasonably regulated and not to cause annoyance to the neighborhood.
- 12) Where the activity of the hirer involves the provision of entertainment to the public the hirer shall obtain the required Entertainment License from the Public Health/Licensing Division, Dewan Bandaraya Kuching Selatan.
- 13) The hirer shall fully indemnify the Council against **any claim**, **loss or damage that may be suffered or incurred by the Council** in consequence of any acts, omission neglect or default committed or attributable to the hirer or any of its / his employees workers, staff or agents.
- 14) The hirer shall also fully indemnify the Council against any claim, suit, actions or demand made against the Council by any member of the public for any damage or injury caused to him or his property in consequence of or attributable to any act, omission, neglect or default by the hirer, his employees, workers, staff or agents.
- 15) The Council may require the hirer to take out, at the hirer's own cost and expense, **the necessary public liability insurance policy** to insure himself and the Council against those risks stipulated under the above Clause. The Council shall be named as an insured party in such policy and the sum to be covered by such policy.

- 16) The hirer is allowed to hang only **one (1) banner free of charge** at the designated area of the Dewan Masyarakat compound to notify the public regarding the event or exhibition. Any other additional advertisement put up by the hirer will be charged the prescribed fees in accordance with the Council's Advertisement By-laws.
- 17) The Council reserves the right to cancel any bookings/use of the facility if the facility is required for any purposes of urgent maintenance or official function.
- 18) The event must not contain any political name, reference, affiliation, representation, activity, speeches or political party logos, including on banners and any materials worn/bought to the event.
- 19) To acquire the necessary approval and permit from the police and/or from the relevant authorities **prior to the event**, wherever necessary.
- 20) To ensure proper crowd control during the event.
- 21) To make **PRIOR arrangement with Trienekens Sdn. Bhd.** for provision of rubbish collection after the event.



TERMS AND CONDITIONS FOR USE OF THE SWIMMING POOL

- 1) The users of MBKS Swimming Pool and their children must strictly adhere to the pool rules. MBKS does not accept any responsibility or liability for injuries sustained by any person during any lawful or unlawful use of the pool.
- 2) Users to cleanse at the shower before getting into and after getting out of the pool.
- 3) Do not urinate, defecate or spit into the pool.
- 4) No person with skin diseases, fever, any infectious diseases or with persistent cough should get into the pool.
- 5) No washing of swimming costumes should be done in the pool. Washing of bodies with soap in the pool is prohibited.
- 6) No one without proper attire should get into the pool. Swimming costumes or swimming trunks should be worn.
- 7) Changing of clothes into swimming attire should be done in the respective changing rooms set aside for male and female. Changing in the open and laying clothes around places other than the changing room is prohibited.
- 8) Users should obey the orders of the Supervisor or Life Guards in charge of the pool.
- 9) No running around the pool.
- 10) No diving and wresting in the pool.
- 11) No pushing or throwing people into the pool.
- 12) No backwards jumping from the pool side.
- 13) Floats are to be used as swimming aids only.
- 14) No playing on the steps.
- 15) Exit the pool by steps only.
- 16) No animals are allowed in pool area.
- 17) No glass objects are allowed in pool area.
- 18) Smoking is **NOT** permitted.
- 19) Food and drink are **NOT** permitted in the pool.
- 20) A bell will be rung a quarter of an hour at the end of each sessions and thereupon all users of that sessions shall leave the pool.



TERMS AND CONDITIONS FOR THE USE OF JUBILEE GROUND

- 1) To pay the rental before the last date of payment as stated in the bill, failing which the booking will be treated as cancelled.
- 2) **NO ADVERTISEMENT** is allowed to be put up at the 2 goal posts or at the grandstand.
- 3) No shed or other structure can be erected except with the approval of the Council.
- 4) The decoration, advertisement or shed if approved etc. shall be removed immediately after use on the same day.
- 5) To comply with the instruction of the Council's officer in charge.
- 6) No damage shall be caused to Council's property. Any damage caused shall be made good at hirer's expense.
- 7) Selling of food, drinks etc. are not permitted within the Jubilee Ground and Car Park Area.
- 8) No littering within and around the surrounding area. The hirer is required to clean the surrounding area immediately after the event to the satisfaction of the Council.
- 9) The hirer shall fully indemnify the Council against any claim, loss or damage that may be suffered or incurred by the Council in consequence of any acts, omission neglect or default committed or attributable to the hirer or any of its / his employees workers, staff or agents.
- 10) The hirer shall also fully indemnify the Council against any claim, suit, actions or demand made against the Council by any member of the public for any damage or injury caused to him or his property in consequence of or attributable to any act, omission, neglect or default by the hirer, his employees, workers, staff or agents.
- 11) The Council reserves the right to cancel any bookings / use of the facility if the facility is required for any purposes of urgent maintenance or official function.
- 12) The event must not contain any political name, reference, affiliation, representation, activity, speeches or political party logos, including on banners and any materials worn/brought to the event.
- 13) To acquire the necessary approval and permit from the police and/or from the relevant authorities **prior to the event**, wherever necessary.
- 14) To ensure proper crowd control during the event.

- 15) To make **PRIOR arrangement with Trienekens Sdn. Bhd.** for provision of rubbish collection after the event.
- 16) To obtain the entertainment permit/license from the Council on entertainment provision to the public **prior to the event**.

Please Note: For the users who are given free of charge or training

- i) The Jubilee Ground must be shared with other users/school.
- ii) Should there be any simultaneously booking / use with regard to the use of the ground, priority will be given to the party that are paying for the ground.

*Updated on 01 March 2020.



TERMS AND CONDITIONS FOR USE OF MBKS INDOOR STADIUM

- 1) To pay the rental before the last date of payment as stated in the bill, failing which the booking will be treated as cancelled.
- 2) To adhere strictly to the allocated time in order not to cause any inconvenience to other users. No changes of booking hours shall be entertained except with prior approval from the Council.
- 3) No littering within and around the surrounding area of the MBKS Indoor Stadium. The hirer is required to clean the surrounding immediately after the event to the satisfaction of the Council. To remove items belonging to hirer immediately after the event.

4) Vehicles must be parked at the car parks provided.

- 5) No damage shall be caused to Council's property. Any damage shall be made good at the hirer's expense.
- 6) No structures to be built or constructed without written permission/ approval from the Council.
- 7) No dragging of chairs/other items/heavy items on the floor to avoid damages to the flooring.
- 8) **NO ADVERTISEMENT** is allowed except with the approval of the Council.
- 9) No selling of food, drinks etc. shall be allowed within the MBKS Indoor Stadium and the Car Park Area.
- 10) To comply with the instruction of the Council's Officer in charge of the MBKS Indoor Stadium.
- 11) **The volume of loud speakers** to be reasonably regulated and not to cause annoyance to the neighborhood.
- 12) Where the activity of the hirer involves the provision of entertainment to the public the hirer shall obtain the required Entertainment License from the Public Health/Licensing Division, Dewan Bandaraya Kuching Selatan.
- 13) The hirer shall fully indemnify the Council against **any claim, loss or damage that may be suffered or incurred by the Council** in consequence of any acts, omission neglect or default committed or attributable to the hirer or any of its / his employees workers, staff or agents.
- 14) The hirer shall also fully indemnify the Council against any claim, suit, actions or demand made against the Council by any member of the public for any damage or injury caused to him or his property in consequence of or attributable to any act, omission, neglect or default by the hirer, his employees, workers, staff or agents.

- 15) The Council may require the hirer to take out, at the hirer's own cost and expense, **the necessary public liability insurance policy** to insure himself and the Council against those risks stipulated under the above Clause. The Council shall be named as an insured party in such policy and the sum to be covered by such policy.
- 16) The Council reserves the right to cancel any bookings/use of the facility if the facility is required for any purposes of urgent maintenance or official function.
- 17) The event must not contain any political name, reference, affiliation, representation, activity, speeches or political party logos, including on banners and any materials worn/brought to the event.
- 18) To acquire the necessary approval and permit from the police and/or from the relevant authorities **prior to the event**, wherever necessary.
- 19) To ensure proper crowd control during the event.
- 20) To make **PRIOR arrangement with Trienekens Sdn. Bhd.** for provision of rubbish collection after the event.



TERMS AND CONDITIONS FOR USE OF MBKS THEATRE (PANGGUNG MBKS)

- 1) To pay the rental before the last date of payment as stated in the bill, failing which the booking will be treated as cancelled.
- 2) No littering within and around the surrounding area of the MBKS Theatre (Panggung MBKS) including the lake. The hirer is required to clean the surrounding area immediately after the event to the satisfaction of the Council. To remove items belonging to hirer immediately after the event.
- 3) The MBKS Theatre (Panggung MBKS) shall not be used for holding demonstration or any form of protest assembly.
- 4) Vehicles must be parked at the car parks provided.
- 5) No damage shall be caused to any items and its fittings of the Council's property. Any damage shall be made good at the hirer's expense.
- 6) No structures to be built or constructed without written permission / approval from the Council.
- 7) The volume of loud speakers to be reasonably regulated and not to cause annoyance to the neighborhood.
- 8) For dinner or wedding reception, the hirer is required to contact Trienekens directly on the disposal of rubbish. Council will charge a deposit of RM1,000.00 for the purpose, whereby the deposit shall be forfeited if the area is not cleared to the satisfaction of Council.
- 9) Where the activity of the hirer involves the provision of entertainment to the public the hirer shall obtain the required Entertainment License from the Public Health / Licensing Division, Dewan Bandaraya Kuching Selatan.
- 10) The hirer shall fully indemnify the Council against **any claim, loss or damage that may be suffered or incurred by the Council** in consequence of any acts, omission neglect or default committed or attributable to the hirer or any of its / his employee workers, staff or agents.
- 11) The hirer shall also fully indemnify the Council against any claim, suit, actions or demand made against the Council by any member of the public for any damage or injury caused to him or his property in consequence of or attributable to any act, omission, neglect or default by the hirer, his employees, workers, staff or agents.
- 12) The Council may require the hirer to take out, at the hirer's own cost and expense, **the Necessary public liability insurance policy** to insure himself and the Council against those risks Stipulate under the above Clause. The Council shall be named as an insured party in such policy and the sum to be covered by such policy.

- 13) The Council reserves the right to cancel any booking / use of the facility if the facility is required for any purposes of urgent maintenance or official function.
- 14) The event must not contain any political name, reference, affiliation, representation, activity, speeches or political party logos, including on banners and any materials worn/brought to the event.
- 15) To acquire the necessary approval and permit from the police and/or from the relevant authorities **prior to the event**, wherever necessary.
- 16) To ensure proper crowd control during the event.



TERMS AND CONDITIONS FOR USE OF MBKS SPORT VILLAGE

- 1) To pay the rental before the last date of payment as stated in the bill, failing which the booking will be treated as cancelled.
- 2) To adhere strictly to the allocated time in order not to cause any inconvenience to other users. No changes of booking hours shall be entertained except with prior approval from the Council.
- 3) No littering within and around the surrounding area of the MBKS Indoor Stadium. The hirer is required to clean the surrounding immediately after the event to the satisfaction of the Council. To remove items belonging to hirer immediately after the event.

4) Vehicles must be parked at the car parks provided.

- 5) No damage shall be caused to Council's property. Any damage shall be made good at the hirer's expense.
- 6) No structures to be built or constructed without written permission/ approval from the Council.
- 7) No dragging of chairs/other items/heavy items on the floor to avoid damages to the flooring.
- 8) **NO ADVERTISEMENT** is allowed except with the approval of the Council.
- 9) No selling of food, drinks etc. shall be allowed within the MBKS Indoor Stadium and the Car Park Area.
- 10) To comply with the instruction of the Council's Officer in charge of the MBKS Indoor Stadium.
- 11) **The volume of loud speakers** to be reasonably regulated and not to cause annoyance to the neighborhood.
- 12) Where the activity of the hirer involves the provision of entertainment to the public the hirer shall obtain the required Entertainment License from the Public Health/Licensing Division, Dewan Bandaraya Kuching Selatan.
- 13) The hirer shall fully indemnify the Council against **any claim, loss or damage that may be suffered or incurred by the Council** in consequence of any acts, omission neglect or default committed or attributable to the hirer or any of its / his employees workers, staff or agents.
- 14) The hirer shall also fully indemnify the Council against any claim, suit, actions or demand made against the Council by any member of the public for any damage or injury caused to him or his property in consequence of or attributable to any act, omission, neglect or default by the hirer, his employees, workers, staff or agents.

- 15) The Council may require the hirer to take out, at the hirer's own cost and expense, **the necessary public liability insurance policy** to insure himself and the Council against those risks stipulated under the above Clause. The Council shall be named as an insured party in such policy and the sum to be covered by such policy.
- 16) The Council reserves the right to cancel any bookings/use of the facility if the facility is required for any purposes of urgent maintenance or official function.
- 17) The event must not contain any political name, reference, affiliation, representation, activity, speeches or political party logos, including on banners and any materials worn/brought to the event.
- 18) To acquire the necessary approval and permit from the police and/or from the relevant authorities **prior to the event**, wherever necessary.
- 19) To ensure proper crowd control during the event.
- 20) To make **PRIOR arrangement with Trienekens Sdn. Bhd.** for provision of rubbish collection after the event.



TERMS AND CONDITIONS FOR USE OF SONG KHENG HAI GROUND

- 1) To pay the rental before the last date of payment as stated in the bill, failing which the booking will be treated as cancelled.
- 2) **NO ADVERTISEMENT** is allowed to be put up at the 2 goal posts or at the grandstand.
- 3) No shed or other structure can be erected except with the approval of the Council.
- 4) The decoration, advertisement or shed if approved etc. shall be removed immediately after use on the same day.
- 5) To comply with the instruction of the Council's officer in charge of the Song Kheng Hai Ground.
- 6) No damage shall be caused to Council's property. Any damage caused shall be made good at hirer's expense.
- 7) Selling of food, drinks etc. are not permitted within the Song Kheng Hai Ground.
- 8) No littering within and around the surrounding area. The hirer is required to clean the surrounding area immediately after the event to the satisfaction of the Council.
- 9) The hirer shall fully indemnify the Council against any claim, loss or damage that may be suffered or incurred by the Council in consequence of any acts, omission neglect or default committed or attributable to the hirer or any of its / his employees workers, staff or agents.
- 10) The hirer shall also fully indemnify the Council against any claim, suit, actions or demand made against the Council by any member of the public for any damage or injury caused to him or his property in consequence of or attributable to any act, omission, neglect or default by the hirer, his employees, workers, staff or agents.
- 11) The Council reserves the right to cancel any bookings/use of the facility if the facility is required for any purposes of urgent maintenance or official function.
- 12) The event must not contain any political name, reference, affiliation, representation, activity, speeches or political party logos, including on banners and any materials worn/brought to the event.
- 13) To acquire the necessary approval and permit from the police and/or from the relevant authorities **prior to the event**, wherever necessary.

- 14) To ensure proper crowd control during the event.
- 15) To make **PRIOR arrangement with Trienekens Sdn. Bhd.** for provision of rubbish collection after the event.
- 16) To obtain the entertainment permit/license from the Council on entertainment provision to the public prior to the event.



TERMS AND CONDITIONS FOR USE OF MBKS LOBBY AREA & MBKS FOYER

- 1) To pay the rental before the last date of Payment as stated in the bill, failing which the booking will be treated as cancelled.
- 2) To comply with the instruction of the Council's officer in charge.
- 3) No littering within and around the surrounding area. The hirer is required to clean the surrounding area immediately after the event to the satisfaction of the Council. To remove items belonging to hirer immediately after the event.
- 4) No damage shall be caused to Council's property. Any damage caused shall be made good at the hirer's expense.
- 5) Parking is strictly **NOT** allowed at the foyer.
- 6) Vehicles must be parked at the car parks which are provided outside the foyer.
- 7) Activities such as running around the lobby area, screaming and disturbing items of the Council are strictly prohibited.
- 8) The hirer shall fully indemnify the Council against any claim, loss or damage that may be suffered or incurred by the Council in consequence of any acts, omission neglect or default committed or attributable to the hirer or any of its / his employees workers, staff or agents.
- 9) The hirer shall also fully indemnify the Council against any claim, suit, actions or demand made against the Council by any member of the public for any damage or injury caused to him or his property in consequence of or attributable to any act, omission, neglect or default by the hirer, his employees, workers, staff or agents.
- 10) The Council reserves the right to cancel any booking / use of the facility if the facility is required for any purposes of urgent maintenance of official function.
- 11) The event must not contain any political name, reference, affiliation, representation, activity, speeches or political party logos, including on banners and any materials worn/brought to the event.
- 12) To acquire the necessary approval and permit from the police and/or from the relevant authorities **prior to the event**, wherever necessary.
- 13) To ensure proper crowd control during the event.
- 14) To make **PRIOR arrangement with Trienekens Sdn. Bhd.** for provision of rubbish collection after the event.