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## TERMS OF USE

This Service Agreement is made between The Host (1) and the Client (2) below on:  
Date Created:

(1) The Host

Essence Rooms  
63B Temple Street, Singapore 058608  
+65 9008 2775

(2) Client

Client Name:  
Business Name:  
Company Registration Number:  
First Line Of Address:  
Second Line Of Address:  
City:  
Postcode:  
Country:  
Client email:  
Client Phone Number:

### 1. Interpretations

- 1.1 "Agreement" shall mean this Terms of Use document and any additional schedule or annex that the Client acknowledges during the registration process.
- 1.2 "Building" shall mean 63 Temple Street, Singapore 058608 in its entirety.
- 1.3 "Host" shall mean Essence Rooms.
- 1.4 "Client" shall mean the client listed under '2. Client' above.
- 1.5 "Guest" shall mean all clients, contractors, visitors or other persons who enter the premises under invitation and supervision by the Client.
- 1.6 "Member" shall mean the individual practitioners who register their profile on our platform to book and manage their bookings.
- 1.7 "Premises" shall mean 63B Temple Street, Singapore 058608, the unit.
- 1.8 "Space" shall be the space rented by the Client under this agreement.
- 1.9 Words importing only the singular number include the plural number and vice versa.
- 1.10. Words importing the masculine gender only include the feminine gender.
- 1.11. Words importing a person import also a firm or corporation.

### 2. Grant of Working Space

- 2.1 Premises  
The Host grants to the Client use of the Premises.

- 2.1 Service Details

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The service shall be offered as a working space for hourly rental.

#### 2.2 Rates

All available services shall be chargeable at a unit rate of \$40 per hour payable in advance.

#### 2.3 Service Availability

The service shall be made available to the Client from Monday to Sunday: 08:00 to 21:00

### 3. Client's Covenants

The Client covenants with the Host as follows:

#### 3.1 Alterations And Additions

The Client shall not make or permit to be made any alterations in or additions to the Premises or any part thereof or the Host's fixtures, fittings and decorations.

#### 3.2 Fixtures And Fittings

3.2.1 The Client shall use the Host's fixtures and fittings in a proper and careful manner and shall indemnify the Host in the event of any damage caused to the Host's fixtures and fittings.

3.2.2 The Client shall not remove the Host's fixtures or fittings.

#### 3.3 Cleaning Of Premises

The Client shall keep the Premises and every part thereof clean, hygienic and tidy, at a standard acceptable to the Host, and keep all pipes, drains, basins, sinks and water closets if any in the Premises clean and unblocked.

#### 3.4 Permitted Use Of Premises

The Client shall use the Premises for private consultations in accordance to their profession, be it coaching, counselling, psychotherapy, hypnotherapy or other forms of talk-related services.

#### 3.5 Nuisance

The Client shall not do or permit anything to be done on the Premises which may cause nuisance, annoyance, disturbance, inconvenience, injury or damage to or give cause for reasonable complaint from the Host or its tenants or the occupiers of the Building.

#### 3.6 Auction Prohibited Trade

The Client shall not use the Premises for a sale by auction or for any dangerous, noxious, noisy or offensive trade or business, nor for any illegal or immoral act or purpose.

#### 3.7. Dangerous Goods

The Client shall not store or bring upon any part of the Premises or the Building, arms, ammunition, or unlawful goods, gunpowder, salt-petre, kerosene or any explosive or combustible substance.

#### 3.8. Residence

The Client shall not allow any person to sleep in the Premises and shall not use the Premises for residential purposes.

#### 3.9. Security

The Client shall keep the Premises securely fastened and locked at the end of their visits to the Premises when open for business.

#### 3.10. Signs And Unsightly Objects

3.10.1 The Client shall not affix, erect, attach, paint or exhibit or permit or suffer so to be upon any part of the exterior of the Premises or any part of the Building any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever except with the prior written approval of the Host.

3.10.2 The Client shall not erect or install on the windows of the Premises or on any glass panel any sign, device, furnishing, ornament or object which is visible from outside the Premises and which, in the opinion of the Host, is incongruous or unsightly or may detract from the general appearance of the Building.

### 3.11. Consumption Of Food

The Client shall not serve any food or drink or allow any consumption of food or drink on the Premises.

### 3.12. Avoidance Of Insurance Policy And Additional Premium

3.12.1 The Client shall not do or permit or suffer to be done anything such that the policy or policies of insurance on the Premises against loss or damage by fire or other risks becomes void or voidable or such that the rate of premium is increased.

3.12.2 The Client shall make good all damage suffered by the Host and repay to the Host on demand all sums paid by the Host by way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Host.

### 3.13. Access to The Premises

The Client shall not reveal, hand-over or disclose any code, card or accessory to permit access to the Premises to any agents, licensees, invitees or person other than themselves, in the capacity as the person registered for granted access to the Premises.

### 3.14. Compliance With Statutes

The Client shall comply with all requirements imposed by any applicable statute, by-laws, orders, rules, regulations, requirements and notices thereunder at the Client's expenses and indemnify and keep the Host fully indemnified against all costs, claims, liabilities, fines or other expenses whatsoever which may fall upon the Host by reason of any non-compliance by the Client.

### 3.15. Indemnity

The Client shall indemnify and keep the Host fully indemnified against all damage, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Host arising directly or indirectly out of:

3.15.1 any act, omission or negligence of the Client and/or its agents, licensees and invitees at the Premises or any part of the Building;

3.15.2 any breach or non-observance by the Client of any provision of this Agreement;

3.15.3 any use or misuse waste or abuse of water, gas or electricity or faulty fixtures or fittings;  
or

### 3.16. Confidentiality

The Client shall keep confidential and not disclose to any third party any information, all correspondence and discussions between the Host and the Client about and in relation to this Agreement unless the disclosure is required by law or made with the prior written consent of the Host or its agent.

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### 3.17. Registration Process

Booking of our services shall be available to members registered on our platform. Member registration can be completed at this URL: <https://www.essence-rooms.com>

### 3.18. Booking Process

3.18.1 A summary view of the booking process can be found at this URL:

<https://www.essence-rooms.com/learnmore>

3.18.2 Upon submitting the Member profile, the Client automatically gains access to the booking system made available on this portal. All bookings and payments can be completed automatically at this URL:

<https://www.essence-rooms.com/services>

3.18.3 All bookings require a minimum of 24 hours to be completed.

### 3.19. Cancellation Policy

3.19.1 The Client shall complete all cancellations or changes online within their Member profile.

3.19.2 A minimum of 24 hours prior to the commencement of the booked session is required for all cancellations or changes.

3.19.3 Cancellations or changes within a 24 hour period from the commencement of the booked session, shall incur a 100% fee.

### 3.20. Meetings & Appointments

3.20.1 To allow for transition between sessions, the Client is automatically granted an additional 15 minutes at the end of the scheduled session.

3.20.2 Should the Client exceed its stay by more than the additional 15 minutes, a fee of \$20 will be levied.

3.20.3 The Client shall be responsible for being at the office on time to welcome their guests.

3.20.4 The Client shall see their Guest out of the Premises or leave together, ensuring the Guest is never left unattended at the Premises

### 3.21. Access

3.21.1 Access to the office will be granted through an automated entry system. The Client shall visit the office at least 24 hours prior to the commencement of their first booked session for their access to be granted.

3.21.2. The Client shall indemnify and keep the Host fully indemnified against all damage, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Host arising directly or indirectly out of:

(i) The Client being unable to access the office at the time of booking due to their failing to visit the office to be granted access

3.21.3. A refundable deposit of \$50 will be collected at the time of issue.

3.21.4. Refund will be issued within 14 days from the day the card is returned. Should the card be unavailable for return or damaged, the Host shall retain the \$50 deposit.

### 3.22. Use of Address

3.22.1 The Client shall be free to use the Premises address (63b Temple, Street, Singapore 058608) on their marketing material (i.e. website, business cards or leaflets)

3.22.2 The Client shall not use the Premises address (63b Temple, Street, Singapore 058608) as their official business registered address.

## 4. Host's Covenants

The Host hereby covenants with the tenant as follows:

### 4.1. Quiet Enjoyment

Subject to the Client duly reserving and paying for each session they attend at the Premises and performing and complying with the provisions of this Agreement, the Client is entitled to peaceably and quietly enjoy use of the Premises without any disturbance by the Host or any person lawfully claiming under or in trust for the Host.

### 4.2. Fire Insurance

The Host shall keep the Premises (excluding fittings, fixtures, articles and any other chattels within or on the Premises belonging to the Client) insured against loss and damage by fire.

## 5. Provisos

### 5.1. Termination By Notice

Either party may terminate this Agreement at any time by giving to the other party fourteen (14) days prior notice in writing without furnishing any reason whatsoever and without compensation. Upon the expiration of such notice, the Agreement shall cease and determine but shall not affect the rights and remedies of either party against the other in respect of any antecedent claims or breach of this Agreement.

### 5.2 Exemption Of Host's Liability

5.2.1 Notwithstanding any other provision in this Agreement, the Host shall not be responsible or liable to the Client, the Client's employees, contractors, agents, invitees, licensees or any person permitted by the Client to enter the Premises for injury sustained, whether resulting in death or not or for loss of or damage to property or goods in the Premises or the Building however injury or damage is caused and the Client shall indemnify the Host fully against such liabilities.

5.2.2 Notwithstanding any other provision in this Agreement, the Host shall not be liable to the Client and the Client shall not have any claim against the Host in respect of or arising out of:

(a) any interruption, disruption or cessation in the Client's enjoyment of the Premises or in any of the services mentioned in this Agreement due to:

(i) any upgrading, redevelopment, retrofitting, necessary repair or maintenance of the Premises, revision of boundaries of the Premises or the Building or any installation, systems or apparatus; or

(ii) any damage or destruction to the Premises, Building, installation, systems or apparatus however the damage or destruction is caused; or

(iii) any defect or breakdown of any installation, systems or apparatus; or

(b) a strike of workmen or others, labour disputes, riot, civil commotion, act of terrorism, fire, a shortage of electricity, fuel, materials, water, labour, inevitable accident or inclement conditions, Act of God or any other cause beyond the control of the Host;

(c) any act, omission, default, misconduct or negligence of the Host or any porter, janitor, attendant or other agent or employee of the Host in performing any duties or obligation under this Agreement; or

(d) any damage, injury or loss sustained by the Client from leakage or overflow of the piping, wiring or sprinkler system in the Building and / or out of any defect in the structure of the Building or the defective working of any of the installation, systems and apparatus in the Building or for failure of the supply of electricity or other utilities to the Building or the Premises.

### 5.3. Consent

5.3.1 Any consent from the Host is effective only if it is in writing.

5.3.2 In giving its consent for any matter under this Agreement, the Host is entitled to withhold or grant the consent at its absolute discretion and impose such conditions as the Host deems fit.

### 5.4. Exclusion Of Third Party Rights

A person who is not a party to this Agreement shall have no right to enforce any of its terms and conditions under the Contracts (Rights of Third Parties) Act, Cap. 53B or any statutory modification or re-enactment of it for the time being in force.

### 5.5. Entire Agreement

5.5.1 This Agreement constitutes the entire agreement between the Host and the Client relating to its subject matter, and supersedes all previous agreements, promises, assurances, warranties, conditions, representations and understandings between them, whether oral or written, except as to any monies due and unpaid between the Host and the Client at the time of the execution of this Agreement.

5.5.2 The Client acknowledges that in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding (whether made innocently or negligently) other than those expressly set out in this Agreement.

## 6. Governing Law

The laws of Singapore shall govern this Agreement, and the parties agree to submit any and all disputes to the exclusive jurisdiction of the Singapore courts.