

Terms and Conditions for Use of Facilities & Services at Heung Yee Kuk Building

These Terms and Conditions shall govern the use of facilities and the enjoyment of all services at the Heung Yee Kuk Building (the “**HYKB**”) or any part thereof by any person, company or organization who hires the venues, facilities and other services of the HYKB (collectively referred to the “**Hirer**”) for holding any function, activity, performance, meeting, event or funfair (collectively referred to the “**Function**”).

The Hirer shall take upon himself the whole risk of the conduct of the Function. HYKB shall not be under any liability whatsoever in respect of any accident which may happen at the HYKB. The Hirer is required to provide sufficient safety precautions, insurance coverage and adequate first aid services for all participants of the Function.

1. **INSURANCE**

1.1 If required by the HYKB, the Hirer shall effect and maintain the following insurance policies at its own expenses in the joint names of the Hirer, the HYKB, with an insurance company approved by the HYKB, and the relevant policies are to be deposited with the HYKB prior to the conduct of the Function.

- (A) Public Liability Insurance [in respect of personal injury or death and loss or damage to properties (real or personal)] notwithstanding that the liability to indemnify HYKB is absolute, with a limit of indemnity of not less than **HK\$10 million** (or for such amount as the HYKB may from time to time require) for any incident and unlimited in amount for the period of insurance;
- (B) Insurance of the venue the Function is to be held (the “**Venue**”) in an adequate sum in respect of all normal commercial risks.

2. **LIABILITIES**

2.1 Damage to or loss of property

The HYKB and their employees or agents shall not be liable for any damage or loss of any property of the Hirer, his servants or agents or any other person resulting from any cause whatsoever during the period of hire and the Hirer shall indemnify and keep indemnified the HYKB and their servants and agents against all claims, demands, actions and proceedings in respect of such damage or loss.

2.2 Indemnity

The Hirer shall indemnify the HYKB from and against all claims, proceedings, demands, costs, charges, expenses, liabilities and actions in respect of the death of or injury to any person (other than a servant of the HYKB carrying out his duties) which shall arise from any accident or occurrence in the HYKB or any part thereof hired by him or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

2.3 In the event of the Hirer’s employees, agents or contractors suffering any injury or death in the course of or arising out of any activity held at HYKB and whether there be a claim for compensation or not, the Hirer shall within **seven (7) clear working days** give notice in writing of such injury or death to the HYKB.

2.4 In the event that HYKB or any part of it being rendered unfit for the use of which it has been hired, the HYKB shall not be liable to the Hirer for any resulting loss or damage whatsoever.

3. **USE OF THE VENUE FACILITIES**

3.1 The Hirer shall not, without the prior permission of the HYKB, do any of the following:

- (A) Use the Venue and relevant facilities for a purpose other than that stated in the Hirer's application; and
 - (B) Change the nature of the Function.
 - (C) Except with the prior permission of the HYKB, the Hirer shall not and shall not attempt to assign, sublet or part with possession of the Venue or the facilities or any part of it in any manner whatsoever other than by way of admission to the Venue and facilities for the purpose of participation in or attendance at the Function for which the Venue is hired.
- 3.2 The HYKB reserves the right within its discretion to impose special conditions upon the use of any area in the HYKB by the Hirer.

4. **COSTS OF REPAIR**

- 4.1 The Hirer shall leave all apparatus, utensils, fixtures, machines or equipment in the HYKB used by him or on his behalf in a thoroughly clean, wholesome and properly working condition to the satisfaction of the HYKB.
- 4.2 The Hirer shall repay to the HYKB on demand the costs of repairing, reinstating or replacing any part of the property in the Venue of HYKB hired by him, which shall be damaged, destroyed, stolen or removed during the period of hire.

5. **ELECTRICITY SUPPLY**

The Hirer shall not, without the prior permission of the HYKB, permit any electrical apparatus or fitting to be attached to or used in conjunction with existing electrical fittings in the HYKB.

6. **PERSONNEL, SERVICES AND EQUIPMENT**

- 6.1 The Hirer shall not, without the prior permission of the HYKB, use any personnel, audio-visual equipment, stage equipment or services other than those provided by the HYKB or its contractor, and shall comply in all respects with any conditions with regard thereto which may be imposed by the HYKB. Provision of all personnel, stage equipment and services is at the absolute discretion of the HYKB.
- 6.2 The Hirer shall give to the HYKB at least **fourteen (14) days** before the commencement of the period of hire details of personnel, facilities, equipment, furniture, and services required together with full details of the proposed use of the venue including sound, lighting and stage equipment, furniture and musical instruments. The HYKB shall have the right to refuse to consider any request for or requirement of personnel, facilities, equipment, furniture or services in respect of which such notice is not given.
- 6.3 Without the prior permission of the HYKB, no storage is allowed.

7. **AFFIXING TO FIXTURE, FITTING OR FURNITURE**

The Hirer shall not, without the permission of the HYKB, affix any glue, scotch-tape, gum-paper, nails, spikes, tacks or any other thing to any plaster wall or floor or on any fixture, fitting or piece of furniture in any part of the Venue.

8. **NOISE CONTROL**

The Hirer shall not cause or permit any noise, particularly noise arising from any construction work in connection with the Function or the operation of sound equipment that may cause nuisance or annoyance to other hirers or users of HYKB facilities. The Hirer shall in all respect comply with the provisions of any enactment and regulation or by-law, regulation of public bodies and corporations in respect of noise level and shall keep the HYKB indemnified against all claims, demands, actions, proceedings, penalties and liabilities of every kind for breach of any such enactment, regulation, by-law or rule.

9. **LICENCES**

The Hirer shall obtain such licences and permits, which by any enactment are required in connection with any entertainment or function in the HYKB during the period of hire and shall perform and observe the terms and conditions of all such licences and permits. A duplicate copy of such licenses or permits shall be presented to the representative of the HYKB at least **thirty (30) days** before the Function.

10. **COPYRIGHTS**

Hirer shall not hire and use the HYKB for the performance of any dramatic or musical work or for the delivery of any lecture or address in respect of any matter, in which copyright subsists, without the consent of the owner of the copyright or his authorized agent. The Hirer shall further indemnify the HYKB and its servants and agents from and against all claims, actions, demands and costs by reason of any infringement of copyright whatsoever occurring during the period of hire.

11. **VIDEO/PHOTO TAKING**

All commercial video or photo taking / film shooting, and related activities by mass media require the prior consent of the HYKB. For non-commercial video or photo taking activities, please make enquiries with the HYKB Staff.

12. **ADVERTISEMENT**

No advertisements on site will be allowed, except with the permission of the HYKB.

13. **SELLING OF REFRESHMENT OR COMMODITIES**

13.1 All catering services in the HYKB shall be provided by such caterer or caterers as may be designated or approved by the HYKB.

13.2 Distribution or sale of refreshments or publications or souvenir items or other merchandises on site will not be allowed, except with prior consent and written approval from HYKB.

14. **ADMISSION FEES OR DONATION**

Collection of ground admission fees or solicitation of donation from participants of the Function is not allowed, except with permission from the HYKB.

15. **SMOKING AND NAKED FLAME**

The Hirer shall not permit smoking or the use of naked flame in any part of the HYKB save and except where the same is, in the opinion of the HYKB, necessary for the Function and the Hirer has obtained the prior approval of the HYKB.

16. **CROWD CONTROL**

16.1 The Hirer is responsible for crowd control during the period of hire. The Hirer shall provide a sufficient number of attendants and stewards for the efficient supervision of the hired area and its safety and for the preservation of order in it and in the vicinity of it. All persons on duty shall be instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled person, the location or use of fire fighting equipment available, how to call fire brigade and evacuation procedure.

16.2 When in the opinion of the HYKB extra staff is required for crowd control in connection with any Function, the Hirer shall pay for such.

17. **VACATING PERMISES AND REMOVAL OF PROPERTY AFTER PERIOD OF HIRE**

17.1 The Hirer and his servants and agents and all other persons shall vacate the Venue on or before termination of the hiring or the expiry of the period of hire. If the Hirer does not

vacate the Venue as herein provided he shall pay to the HYKB on demand the hire charges in respect of the period from the termination of the hiring or the expiry of the period of hire until such time as the Hirer, his servants and agents actually vacate the Venue and shall compensate the HYKB for any loss of revenue or liability for damages suffered by the HYKB as a result of the Hirer to vacate the Venue.

- 17.2 Except with the permission of the HYKB, all properties brought into the Venue by the Hirer must be removed therefrom on or before the termination of the hiring or the expiry of the period of hire.
- 17.3 If after the termination of the hiring or the expiry of the period of hire, any property of the Hirer or of any other person is found in the Venue or any part of the HYKB, HYKB may remove and store the same in such manner as it may consider necessary and, on demand, the Hirer or such other person shall repay to the HYKB the cost of such removal and storage which shall be a first charge upon such property.
- 17.4 If such property is not removed and all removal and storage charges in respect thereof are not paid within **two (2) weeks** of the date when it was first found, the HYKB in its absolute discretion may cause such property to be sold and, in such event, shall apply the proceeds of sale in payment of any removal and storage charges and the cost of such sale and shall pay the balance remaining thereafter into the revenues of the HYKB.

18. **FIRST AID SERVICES**

All accidents or injuries should be reported to the Caretaker Office on G/F at **Tel. no.: 26869787**.

19. **SECURITY, MEDICAL AND EMERGENCY SERVICES**

Hirer shall at his own costs and expense provide sufficient security and first aid personnel or emergency services as to ensure the provision is adequate having regard to the nature of the Function.

20. **ADVERSE WEATHER ARRANGEMENT**

- 20.1 If the period of hire falls on a day on which Typhoon Signal No.8 or above is issued or Black Rainstorm Warning is in force in Hong Kong at any time between 0600 hrs to 1600 hrs but not cleared at or before 1600 hrs, the hiring shall automatically be cancelled. The HYKB will, subject to the availability of the facilities or area to be hired at that time, arrange for alternate booking for the Hirer if he/she so requires.
- 20.2 If the period of hire falls on a day on which Typhoon Signal No. 8 or above is issued or Black Rainstorm Warning is in force in Hong Kong at any time after the Function has already started at the Venue, the Hirer shall stop the Function as soon as practicable and arrange all his employees, event participants and guests to leave the Venue within a reasonable period of time. The HYKB will, subject to the availability of the facilities or area to be hired at that time, arrange for alternate booking for the Hirer if he/she so requires. The HYKB will then stop operation within one hour until the next day or such next succeeding day on which no Typhoon Signal No.8 or above is issued and/or Black Rainstorm Warning is in force in Hong Kong.
- 20.3 If the period of hire falls on a day on which Typhoon Signal No. 8 or above is issued or Black Rainstorm Warning is in force in Hong Kong, but cleared before 0600 hrs on the same day, the Function shall be held as fixed or scheduled and the Hirer is not entitled to cancel the hiring or any other bookings with the HKYB.
- 20.4 If the period of hire falls on a day on which Typhoon Signal No. 8 or above is issued or Black Rainstorm Warning is in force in Hong Kong, but cleared at any time between 0600 hrs to 1100 hrs on the same day, all hiring in the morning session (0900 hrs - 1300 hrs) will be cancelled but all hiring in the afternoon session (1400 hrs – 1800 hrs) shall be held as scheduled. If cleared at any time between 1100 hrs to 1400 hrs on the same day, all hiring in the afternoon session (1400 hrs – 1800 hrs) will be cancelled but all hiring in the evening afternoon session (1900 hrs - 2300 hrs) shall be held as scheduled. Alternate booking will only be arranged for the Hirer of the morning session aforesaid subject to the availability of

the facilities and area to be hired. The HYKB will be in operation 2 hours after the Typhoon Signal No.8 or the Black Rainstorm Warning is all cleared.

- 20.5 For safety reasons and in view of the inclement weather, the HYKB reserves the right to close the building or stop the provision of any facility or services at the HYKB without prior notice.

21. DECORATION

- 21.1 The Hirer shall on or before the termination of the hiring or the expiry of the period of hire remove all floral and other decorations placed by him in the HYKB.
- 21.2 The Hirer shall not, without the prior permission of the HYKB, permit any banner or similar decoration to be displayed in the HYKB.
- 21.3 The Hirer shall not, without the prior permission of the HYKB, display material across any window and the HKYB shall withhold permission if in its opinion such display will adversely affect the external appearance of the HYKB.

22. GENERAL CONDUCT

- 22.1 Coaches are suggested to aboard and alight passengers in the car park of HKYB. Participants are requested to use the entrance nearby.
- 22.2 The Hirer of large-scale event is encouraged to arrange participants to use public transportation.
- 22.3 The Hirer is requested to ensure that all visitors are bona-fide guests. A simple identification system would be appreciated.
- 22.4 The Hirer should be aware of the weight and size of stage set up and obtains permission from the HYKB in advance.
- 22.5 No pets are allowed to be brought into the HYKB.
- 22.6 Litter should be placed in the bins provided.
- 22.7 Smoking is not allowed in the HYKB.
- 22.8 No food or drink is permitted in the Venue except prior permission from HYKB.
- 22.9 The Hirer shall not use HYKB or any part of it which would injure the reputation of the HYKB or to offend against any statute or regulation in Hong Kong or to imperil any licence granted for HYKB or any insurance effect on it.
- 22.10 The Hirer shall at all times comply with all safety requirements prescribed by legislation and by the house rules of HYKB.

23. BREACH OF TERMS AND CONDITIONS

If the Hirer shall fail to observe or perform any of the provisions of these Terms and Conditions, HYKB may, without notice, cancel the booking of the Hirer or any part of the same and terminate the hiring of the Venue in whole or in part, as the case may be, but such cancellation and termination shall not release the Hirer from any of his obligations under the Terms and Conditions nor affect any right or remedy which HYKB may have under the Terms and Conditions or otherwise and any deposit or other monies whatsoever paid or payable by the Hirer or retained by the HYKB by way of deduction or liable to be so retained in respect of or in connection with such booking so cancelled and hiring so terminated shall be forfeited to the HYKB as liquidated damages.

24. CLOSURE

HYKB may at any time and in his absolute discretion close the HYKB or any part thereof by notice to the Hirer, cancel a booking or any part of the same and on such closure or

cancellation any monies paid by the Hirer by way of deposits, fees or charges or retained by the HYKB by way of deduction in respect of such bookings so cancelled shall be returned without interest to the Hirer, but the HYKB shall not be liable to the Hirer for any loss or damage he may sustain arising out of such closure or cancellation.

25. RIGHTS RESERVED TO THE HYKB

25.1 The right to:

- (A) Prevent access to or to remove from the HYKB or any part thereof any person or persons acting in a way which in the reasonable opinion may cause a breach of the peace or may be considered to be harmful, undesirable or offensive;
- (B) Prevent access to or to remove from the HYKB or any part thereof any person who in the opinion of the HYKB or its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering the HYKB or poses a security risk or who infringes the house rules of the HYKB.

26. NOTICE TO HIRER

Any written notice, demand or request by the HYKB to the Hirer may be sent to the Hirer at the address as given by the Hirer in his application or such other address as the Hirer may subsequently notify the HYKB in writing and shall be deemed to be received by the Hirer when left at the said address if delivered by hand during normal business hours or on the working days following the day of posting if sent by post.

27. CHANGES IN TERMS AND CONDITIONS FOR USE OF FACILITIES AND SERVICES AT HEUNG YEE KUK BUILDING

The HYKB reserves the right to alter any of the terms and conditions set out in this memorandum without any prior notice should the HYKB at any time consider this to be necessary.

28. GOVERNING LAW

This memorandum shall be governed and construed in all respects in accordance with the laws of The Government of the Hong Kong Special Administrative Region.

29. In this document, unless the contrary intention appears words importing the masculine gender shall include the feminine gender and corporations and words in the singular shall include the plural and words in the plural shall include the singular.

For enquiry, please call the Management Office of Heung Yee Kuk Building at 26869737.

Building Facilities Committee, Heung Yee Kuk

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