



THE HONG KONG  
POLYTECHNIC UNIVERSITY  
香港理工大學

## **Terms and Conditions of Hire**



# **JOCKEY CLUB AUDITORIUM**

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The following Terms and Conditions of Hire shall apply to the Jockey Club Auditorium.

1. (a) **Interpretation**

In these Terms and Conditions :-

**"Terms and Conditions"** means these Terms and Conditions of Hire together with the First, Second and Third Schedules hereto;

**"Auditorium"** means the Jockey Club Auditorium (inclusive of the main auditorium, foyer and Lam Tai Fai Amphitheatre), The Hong Kong Polytechnic University, Kowloon, Hong Kong;

**"University"** means The Hong Kong Polytechnic University;

**"Government"** means the Government of the Hong Kong Special Administrative Region, The People's Republic of China;

**"Manager"** means any person appointed by the University to manage or assist in the management of the Auditorium;

**"Hirer"** means any person or persons or a company or an organisation who hires the Auditorium;

**"Booking Application Form"** means a form supplied by the Manager for the purpose of applying for the hire of the Auditorium;

**"Confirmed Booking Letter"** means the letter specified by the Manager upon which the booking of the Auditorium is confirmed in writing by the Manager;

**"Confirmed Booking"** means a booking of the Auditorium the acceptance of which has been confirmed in writing by the Manager;

**"Confirmed Additional Booking"** means an additional booking in accordance with Paragraph 3 of the Third Schedule hereto the acceptance of which has been confirmed in writing by the Manager;

**"Month"** means calendar month;

**"Event"** means a Function or series of Functions for which the Confirmed Booking and Confirmed Additional Booking, if any, is made;

**"Function"** means one showing of a film or one session of any presentation, performance, exhibition, assembly or activities, as the case may be, held or to be held in the Auditorium;

**"Gross ticket proceeds"** means the aggregate sums received by the Hirer from sales of tickets provided however that :-

- (1) In the case of any ticket sold at a price as shown in the ticket price scale approved by the Manager, the Hirer shall be deemed to have received in respect of each such ticket the aforesaid price in full,
- (2) In the case of any ticket sold at a price less than that shown in the said approved ticket price scale, unless the change in the ticket price has previously been agreed to by the Manager in writing, the Hirer shall be deemed to have received in respect of each such ticket the price therefor as shown in the said approved ticket price scale,
- (3) In the case of any complimentary ticket issued in excess of the number as permitted under Clause 42(f)(1) & (2) below, the Hirer shall be deemed to have received in respect of each such ticket an amount equivalent to the top price as shown in the said approved ticket price scale,
- (4) In the case of admission ticket or admission tickets issued by way of gift upon purchase of any goods or which may be exchanged for their receipts or other purchase documents, the Hirer shall be deemed to have received in respect of such ticket or tickets an amount equivalent to the price of such goods, and
- (5) Where admission tickets are issued or distributed to persons admitted to a performance in return for monetary consideration, for the purpose of calculating the gross ticket proceeds, the Hirer shall be deemed to have received the amount paid by such persons in respect of such tickets. If the amount of monetary consideration cannot be ascertained by the Manager or is unknown to him, the Manager shall be entitled to reasonably assess the monetary consideration at his absolute discretion, after having regard to similar events.

**"Period of Hire"** means the period for which the Auditorium is hired by the Hirer;

**"Free admission event"** means an event to which all members of the audience are admitted without any obligation to pay or to provide any other consideration in return for the issue, distribution or use of the tickets for that event;

**"Paid admission event"** means an event which is not a free admission event;

**"Internal Hirer"** means a Hirer who belongs to University student organisations and departments;

**"External Hirer"** means a Hirer who does not belong to any University student organisations or departments;

**"Priority Booking"** means a booking of the Auditorium by Internal Hirers; and

**"Ordinary Booking"** means a booking of the Auditorium by External Hirers.

- (b) Unless the context otherwise requires, words in these Terms and Conditions importing the masculine, feminine or neuter gender shall include the others of them and words herein in the singular shall include the plural and vice versa.

## **2. Hiring Policy and Booking Arrangement**

Booking for the Auditorium may be arranged in accordance to hiring policy as specified in the First Schedule attached hereto. The University shall have the right to review and alter the policy from time to time at the sole discretion of the Manager, whose determination shall be conclusive and binding on the Hirer.

## **3. General Covenant**

The Hirer shall ensure the compliance and observance by himself, his servants, agents, sponsors, and co-presenters and all other persons admitted to the Auditorium while it is hired to him of :-

- (a) The Basic Law and The Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region;
- (b) All applicable laws and regulations including but not limited to the National Flag and National Emblem Ordinance (Instrument A401), the Regional Flag and Regional Emblem Ordinance (Instrument A602) and the National Anthem Ordinance (Instrument A405) for any event involving the display or use or raising of the national flag, national emblem, the regional flag or regional emblem, the national flag-raising ceremony, or the playing or singing of the national anthem;
- (c) The Places of Public Entertainment Ordinance (Chapter 172) and all rules, by-laws and regulations made thereunder;
- (d) The Public Health and Municipal Services Ordinance (Chapter 132) and all rules, by-laws and regulations made thereunder;
- (e) The Entertainment Tax Ordinance and the Entertainment Duty Regulations (Chapter 110) and all rules, by-laws and regulations made thereunder;
- (f) The Fire Service Ordinance (Chapter 95) and all rules, by-laws and regulations made thereunder; and
- (g) Any other statutory enactment applicable thereto;
- (h) All rules, by-laws and regulations of the University;
- (i) These Terms and Conditions of Hire;
- (j) All rules and regulations set or prescribed by the Manager from time to time; and
- (k) All notices to the Hirers issued by the Manager.

## **4. Grant of Right to Hirer**

- (a) (1) During the continuance of a hiring, the Hirer shall have the right to use the Auditorium described in the Booking Application Form and Confirmed Booking Letter (together referred to as "Confirmation") to present the Event on the date and during the hours detailed in such Confirmation Booking Letter.
- (2) In the event of discrepancy or conflict between the Application Form and the Confirmed Booking Letter, the Confirmed Booking Letter shall prevail.
- (3) Unless otherwise permitted by the Manager, the morning session shall be between the hours of 0900 and 1300 ("Morning Session"), the afternoon session shall be between the hours of 1400 and 1800 ("Afternoon Session"), and the evening session shall be between the hours of 1900 and 2300 ("Evening Session").
- (4) Unless prior written permission of the Manager is obtained, the duration of each performance shall not exceed four hours and the performances shall not extend beyond 2300 hours. Provided that if the duration of such performance of drama/dance/concert/variety show etc. extends beyond 2300 hours but does not exceed 2400 hours, the Hirer shall pay to the University additional venue hire charges under the Second Schedule.
- (b) Without prejudice to paragraph (a) of this Clause, the University reserves the following rights :-
  - (1) The right of the University or its authorised agent to display advertisements or notices of any type within the Auditorium;
  - (2) The right at any time to make live or taped announcements on the public address system concerning house rules, or for crowd control or emergency purposes as the Manager may consider necessary;
  - (3) The exclusive right of the University or its catering contractor to sell all food, beverages and drinks whatsoever;
  - (4) Subject to Clause 34 below, the exclusive right of the University or its authorised agent to sell or distribute all souvenirs, novelties or other items whatsoever;
  - (5) The right to block out such times of the day during the term of Hire and designate the same as rest period ("Rest Period") so that no activities of the Hirer may be carried out during such period but the Auditorium will be released to the University for its activities or such other activities which the University authorises. The Rest Period shall be confirmed by the University in Confirmed Booking Letter or otherwise.
  - (6) The right to take photographs, video and/or sound recording of the Event or the Function for the use of the University in educational teaching purpose or the Auditorium's record and marketing.

## **5. Categories of Charges**

The Hirer shall pay to the University:-

- (a) For each session of a Confirmed Booking and Confirmed Additional Booking, if any, the venue hire charge at the rates specified in the Second Schedule for the Auditorium together with the venue hire charge and other miscellaneous charges for any extension hours or overnight use specified in the Confirmed Booking Letter and Confirmed Additional Booking Letter, if any;

Any additional venue hire charge and other miscellaneous charges at the rates specified in the Second Schedule in respect of any extension or overnight use in excess of the period of the Confirmed Booking and Confirmed Additional Booking, if any, during which the Auditorium is occupied by the Hirer, his servants, agents, sponsors, co-presenters or any person admitted to the Auditorium.

- (a) The cost of any personnel, stage equipment, or seating or any other services provided by the University at the rates specified in the Second Schedule or at such other rates, if any, as the University at its absolute discretion may prescribe at any time and from time to time. Provided that for the provision of personnel, the number provided shall be such as in the opinion of the Manager is necessary and adequate to service the Event which said opinion shall be conclusive and not subject to challenge by the Hirer;
- (b) The cost of labour incurred in setting up the Auditorium for any particular use or uses by the Hirer during the Event and the cost, if any of restoration to its original state including, but not limited to, placing and removing seats, laying and dismantling wooden floor, installing and removing the stage at such rates as the University at its absolute discretion may prescribe at any time and from time to time;
- (c) The cost of providing equipment, personnel or services not detailed in the Second Schedule at such rates as the University at its absolute discretion may prescribe at any time and from time to time;
- (d) Further and without prejudice to the foregoing, the Manager shall have the right to deduct from any deposit received from the Hirer for whatever purposes and/or ticket sales proceeds collected for and on behalf of the Hirer from the appointed ticket sales agent under these Terms and Conditions, any sum due by the Hirer to the Manager hereunder without further notice to the Hirer.

## **6. Payment**

Payment of the various charges and fees shall be made to the University in the manner and according to the payment schedule as specified in the Third Schedule, failure to do so may result in cancellation of the booking without prior notice. All charges and fees shall be paid in full in advance before the Function is held.

## **7. Revision of Hire Charges**

The hire charges and any other charges set out in the Second Schedule attached hereto, the Booking Application Form, the Confirmation Letter and these Terms and Conditions (collectively said "the said charges" in this Clause) shall be in effect until such date as notified by the Manager to the Hirer. The Manager shall have the right to review and alter the said charges from time to time and the amount of such revised charges shall be solely determined by the Manager whose determination shall be conclusive and binding on the Hirer. The said revised charges shall be set out in a Schedule of Revised Charges which will be available from the Auditorium Management Office, and shall be payable by the Hirer to the Manager. The Hirer on submitting the Booking Application Form to the Manager shall be deemed to expressly agree that any revision of the said charges shall not render the contract between the Hirer and the Manager for the hire of the hired venue and as contained in the Confirmation Letter and these Terms and Conditions uncertain and unenforceable, and further agree to pay the said revised charges as set out in the said Schedule of Revised Charges to the Manager as part of the consideration for the said contract.

## **8. Transfer of Booking**

Unless otherwise approved by the Manager, a Confirmed Booking or a Confirmed Additional Booking or both cannot be transferred to another dates or times.

## **9. Subletting**

Unless with the prior permission of the Manager, the Hirer should not and shall not attempt to assign, sublet or part with possession of the Auditorium or any part of it in any manner whatsoever other than by way of admission to the Auditorium for the purpose of participation in or attendance at the Event for which the Auditorium is hired.

## **10. Cancellation of Booking by Hirer**

Cancellation of any Confirmed Booking should be sent to the Manager in writing.

- (a) If a Confirmed Booking of the Auditorium or any part of such Booking is cancelled by the Hirer :-
  - (1) 4 months or more before the first day of the Confirmed Booking, 25 per cent of the total basic venue hire charge as prescribed under the Second Schedule (hereinafter referred to as "the basic venue hire charge") paid or payable in respect of such Booking so cancelled shall be forfeited to the University by way of liquidated damages; or
  - (2) less than 4 months but 2 months or more before the first day of the Confirmed Booking, 50 per cent of the total basic venue hire charge paid or payable in respect of such Booking so cancelled shall be forfeited to the University by way of liquidated damages; or
  - less than 2 months before the first day of the Confirmed Booking, 100 per cent of the total basic venue hire charge paid or payable in respect of such Booking so cancelled shall be forfeited to the University by way of liquidated damages.
- (b) If a Confirmed Additional Booking of the Auditorium is cancelled by the Hirer, whether the Confirmed Booking is cancelled or not, 100 per cent of the basic hire charge paid or payable in respect of such Additional Booking so cancelled shall be forfeited to the University by way of liquidated damages.
- (c) In the event of any cancellation of any Confirmed Booking or Confirmed Additional Booking by the Hirer, save and except where both the service has not been provided and the University is not in any way whatsoever obliged to meet the cost of such service, the deposit paid or payable by the Hirer for miscellaneous charges shall be forfeited to the University by way of liquidated damages.
- (d) The Hirer shall pay to the University any sum forfeited under paragraphs (a), (b) and (c) of this Clause within 14 days of the date of the demand letter if such sum has not already been paid. If no such payment is made, the University may deduct such sum from proceeds of sale of admission tickets collected for and on behalf of the Hirer from the appointed ticket sales agent under these Terms and Conditions and/or the deposits held by the University. Any refund due to the Hirer shall be made promptly.

## **11. Copyright**

- (a) The Hirer shall not use the Auditorium for the performance in public of any dramatic or musical work or for the delivery in public 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 authorised agent. The Hirer shall further indemnify the University and their 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.
- (b) Without prejudice to paragraph (a) of this Clause if the Hirer uses any sound recording in a performance, he shall furnish to the Manager the following information in respect of the sound recording :-
  - (1) Album title,
  - (2) Compilation album indicator,
  - (3) Sound recording titles,
  - (4) Artist's name,
  - (5) Date of Release of label album,
  - (6) Copyright owner of sound recording; and
  - (7) Date of Publication of sound recording.He shall reimburse the University on demand for:-
  - (i) any fee paid or payable by the University for obtaining any licence or permission; and
  - (ii) any royalties that may be or become payable or otherwise liable by the University in respect of the use of any sound recording or other materials to which intellectual property rights subsists.

## **12. Licences**

The Hirer shall obtain all licences and permits which by law are required in connection with staging of the Event in the Auditorium (including but not limited to Places of Public Entertainment License, Certificate from the Office for Film, Newspaper and Article Administration, CASH, IFPI, etc.) during the Period of Hire and shall comply with and observe the terms and conditions of all such licences or permits and of all licences or permits issued in connection with the use of the Auditorium. A duplicate copy of such licences or permits shall be presented to the Manager at least seven days before the Event, failing which the Manager shall have the right to cancel the hire of the Auditorium without any compensation or liability to the Hirer.

## **13. Security, Medical and Emergency Services**

The Hirer shall at his own expense provide such member of security and first aid personnel, or emergency services to ensure adequate provision having regard to the nature of the event as required by :-

- (a) the Director of Film, Newspaper and Article Administration;
- (b) the Commissioner of Police;
- (c) the University; and

- (d) any other relevant authorities.

#### **14. Use of the Auditorium**

- (a) Save and except with the prior permission of the Manager, the Hirer shall not in any way whatsoever :-
  - (1) use the Auditorium for a purpose other than that as stated in the Booking Application Form and/or Confirmed Booking Letter (together referred to "Confirmation") (in the event of discrepancy or conflict between the Application Form and the Confirmed Booking Letter, the Confirmed Booking Letter shall prevail);
  - (2) change the nature or schedule of the Event, or any performer, artist or team from that as stated in the Confirmation; or
  - (3) alter the stage and/or seating arrangement in the Auditorium.
- (b) The University reserves the right to impose special conditions upon the use of the Auditorium by the Hirer.
- (c) **Seating Capacity**  
The Hirer shall not admit a greater capacity number of persons than the number of persons for which the Auditorium is licensed under the Places of Public Entertainment Ordinance.  
The seating capacity of the Auditorium is arranged in such a way that in the opinion of the Manager it would best suit the nature and requirements of a Function and an Event and the Manager shall have the sole and exclusive right to arrange such seating capacity. Subject to the said right of the Manager, the usual seating capacity of the main auditorium and Lam Tai Fai Amphitheatre of the Auditorium are 1,025 (expandable to 1,084) and 200, respectively.  
The Hirer is requested to check with the Manager in advance the exact seating capacity of the Auditorium.
- (d) **Seating Arrangement**  
The Hirer shall not alter the seating arrangements in the Auditorium without the prior permission of the Manager.
- (e) **Retention of house seats**  
The Manager reserves the right to retain and use free of charge 12 number of seats in the main auditorium of the Auditorium, the location and use of which is to be at the absolute discretion and disposal of the University. The seats so reserved will not be shown on the seating plans issued to the Hirer.
- (f) **Reservation of seats for the University community**  
The Manager reserves the right to further retain and use free of charge 10 number of seats in the main auditorium for all private events to be held in the Auditorium. The distribution will be solely to the University students and staff and at the sole discretion of the Manager.

#### **15. Arrangements for Use of the Auditorium**

- (a) The Hirer shall submit to the Manager for approval not less than 30 days before the first day of the Confirmed Booking or, if any, Confirmed Additional Booking, whichever is the earlier, full and accurate details of the proposed arrangements for the use of the Auditorium.
- (b) The proposed arrangement for the use of the Auditorium referred to in paragraph (a) above (hereinafter refer to as "the said proposed arrangement for the use of the Auditorium") shall include :-
  - (1) a plan showing the position and weight of any structure or equipment to be erected, installed or placed on the Auditorium floor;
  - (2) a plan showing the position and weight of any structure or equipment to be rigged or otherwise howsoever suspended from the counterweight flying system, together with all such drawings, information and calculations as the Manager may require in respect of each and every such structure or equipment.
  - (3) the details of all equipment, apparatus, fitting or facility to be used; and
  - (4) the details of all additional lighting or sound equipment to be installed or provided.
  - (5) a wiring diagram showing the total capacity of extra electricity required from the Auditorium power supply together with the WRI form which is duly certified by a licensed electrician provided by the Hirer.
- (c) Save and except with the prior approval of the Manager, no changes, revisions or alterations whatsoever shall be made to the said proposed arrangement for the use of the Auditorium or any part thereof.
- (d) Without prejudice to the generality of Sub-clause (c) above, insofar as the full and accurate details therefor have not been submitted by the Hirer to the Manager two weeks or more before the first day of the Confirmed Booking or, if any, Confirmed Additional Booking, whichever is the earlier, the Manager shall have the right not to consider any changes, revisions or alternations whatsoever to that part of the said proposed arrangement for the use of the Auditorium more particularly described in Sub-clause (b) above which may subsequently be proposed. Further or in the alternative, the Manager shall have the right not to consider any such changes, revisions or alterations without the Hirer first paying all such fees and charges as the Manager in his absolute direction may see fit to impose.

## **16. Structure, Rigging and Installations**

- (a) No structure or equipment whatsoever shall be erected, installed or placed on the Auditorium floor or rigged or otherwise howsoever suspended from the structure of the Auditorium otherwise than strictly in accordance with the said proposed arrangement for the use of the Auditorium as approved by the Manager.

No rigging or suspension of any structure or equipment whatsoever and howsoever effected shall take place unless immediately prior to such rigging or suspension the entire set-up for such rigging or suspension shall have been inspected by such person or persons as may be appointed or approved by the University for that purpose and confirmed by such person or persons to be in order.

- (b) No erection, installation, rigging or suspension of any structure or equipment whatsoever and howsoever effected shall take place unless the same be in the presence and under the proper on-site supervision of such appropriate qualified professional person or persons as may be approved by the University which person or persons shall be engaged by the Hirer himself at his own costs.
- (c) Upon completion of the erection, installation, rigging and/or suspension more particularly referred to in paragraph (c) above, the qualified professional person or persons in whose presence and under whose supervision such erection, installation, rigging and/or suspension is required to take place under the said paragraph (c) shall certify to the University in writing that the structures and/or equipment so erected, installed, rigged and/or suspended have been erected, installed, rigged and/or suspended;
  - (1) in his presence and under his proper on-site supervision;
  - (2) strictly in accordance with the said proposed arrangement for the use of the Auditorium as approved by the Manager;
  - (3) in a proper and workman-like manner; and
  - (4) in accordance with the accepted standard of the trade and in compliance with all laws, rules and regulations; and are otherwise sound and safe and that the set-up for each and every such rigging or suspension, should there be any, has been inspected by him and confirmed as being in order as required under paragraph (c) above.

## **17. Floor Loading**

The Hirer shall not cause, suffer or permit the floor loading in the Auditorium or any part of any thereof to exceed the respective maximum floor loading which the Manager in his absolute discretion may see fit to approve or prescribe. The Hirer shall further distribute the weight of any heavy structure or equipment over as large an area as possible by the use of battens or other suitable means authorised by the Manager.

## **18. Counterweight Flying Bars Loading**

The Hirer shall not cause, suffer or permit the counterweight flying bars loading in the Auditorium or any part thereof to exceed the respective maximum bar loading which the Manager in his absolute discretion may see fit to approve or prescribe. The Hirer shall further distribute the weight of any heavy structure or equipment over to other available bars or other suitable means authorised by the Manager.

## **19. Decorations and Alterations**

- (a) Except with the written permission of the Manager and subject to such conditions as he may impose and payment of any miscellaneous charges stipulated in the Second Schedule, no person shall affix or display advertisement, bill, placard, notice, banner or any other similar decoration to or upon any part of the building, wall, fence, barrier, railing, post or seat or any other structure in or forming part of the Auditorium.
- (b) The Hirer shall seek the Manager's permission before putting up any kind of decoration in the Auditorium and shall remove such decoration upon or before the expiry or sooner termination of the hiring.
- (c) No floral decoration shall be placed in any part of a gangway or any carpeted area of the Auditorium without the prior consent of the Manager. All floral decorations shall be removed after 3 days unless in the Manager's opinion they are still in presentable conditions, failing which the Manager shall have the right, at the Hirer's expense, to remove and dispose of the floral decoration as the Manager considers fit without any liability to the Hirer and the Hirer shall pay the Manager the costs of such removal and/or disposal.
- (d) Any alteration to the facilities in the Auditorium is subject to the approval of the Manager and the Hirer shall pay all expenses connected with any such installation, alteration, dismantling and restoration of the facilities. Restoration to normal conditions to the satisfaction of the Manager must be completed on or before the expiry or sooner termination of the hiring.

## **20. Personnel, Equipment and Services**

- (a) The Hirer shall not, without the prior written permission of the Manager, use any personnel, stage equipment, seating or other services whatsoever other than those provided by the University or its



contractor, and shall comply in all respects with any conditions with regard thereto which may be imposed by the Manager.

- (b) Provision of all personnel, stage equipment, seating and other services shall be at the absolute discretion of the University.

The Hirer shall submit to the Manager for approval not less than 30 days before the first day of the Confirmed Booking or, if any, Confirmed Additional Booking, whichever is the earlier, full and accurate details of the personnel, equipment, seating and services that the University is requested to provide. The University shall have the right to refuse to consider any request for or requirement of personnel, equipment, seating or services in respect of which such notice is not given.

- (c) Any request for or requirement of personnel, equipment, seating or services may, with the approval of the Manager, be altered at any time save and except within the 2-week period prior to the Event when they cannot be altered.
- (d) Notwithstanding anything contained herein, the University and their servants and agents shall not in any circumstances whatsoever be liable for any failure to provide any personnel, equipment, seating or services (including but not limited to air-conditioning, lighting, stage equipment, sound and projection systems in the Auditorium), whether the subject of a charge or not, or any failure, breakdown or other interruption whatsoever of such personnel, equipment, seating or services, or any acts or omission of any person or persons with respect to such personnel, equipment, seating or services on account of strikes, labour disputes, accident or any causes whatsoever beyond the control of the University.

## **21. University Property**

- (a) The Hirer shall not, except with the prior written permission of the Manager and subject to all such conditions as the Manager in his discretion may see fit to impose, use or handle or operate or permit any person other than the Manager or a person duly authorised by him to use, handle or operate the scenery hoist, stage facilities, stage lighting appliances, lighting/sound control switch-boards and any other equipment or property of the University.
- (b) The Hirer shall take good care of all equipment or property of the University issued to or hired by him. The Hirer shall be responsible for the return of such equipment or property to the University in a thoroughly clean, wholesome and proper working condition to the satisfaction of the Manager.
- (c) Should any University equipment or property issued to or hired by the Hirer be lost, damaged, destroyed, stolen, removed during the period of hire, the Hirer shall pay to the University on demand for the same at total original cost or the cost of reinstating or replacing any part of such equipment or property or any part thereof, whichever is the higher.
- (d) The Hirer shall on demand pay to the University all costs incurred by it in repairing, reinstating or otherwise making good any defect or damage which may have been caused by the Hirer, or any of his agents, servants or invitees to the Auditorium or any part thereof (including but not limited to the flying system) or any fixtures or fittings therein or in replacing any such fixtures or fitting. The Hirer shall further compensate the University for any loss, damage or liability whatsoever which may be suffered by the University as a result of any such defect or damage.

## **22. Electrical Apparatus and Fittings**

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

## **23. Affixing to fixture, fitting or furniture**

The Hirer shall not, without the permission of the Manager, affix any glue, scotch-tape, gumpaper, nails, spikes, tacks or any other things to any plaster wall or floor or on any fixture, fitting or piece of furniture in any part of the Auditorium.

## **24. Additional Furniture, Equipment**

The Hirer shall not, without the prior permission of the Manager, bring into the Auditorium any additional furniture or equipment and shall comply in all respects with any conditions with regard thereto which may be imposed by the Manager at all time.

## **25. Musical Instruments**

The Hirer shall not, without the permission of the Manager, permit any person to have access to or play upon any musical instruments provided by the University.

## **26. Safety Film**

The Hirer shall not use film other than "safety" film in any cinematographer or other instrument for the exhibition of moving pictures and shall not use any means of lighting other than electric light.

## **27. Naked Flame, Fireworks, Pyrotechnics, Laser and Special Stage Effects**

The Hirer shall not, except with the prior written permission of the Manager and subject to all such

conditions as the Manager in his discretion may see fit to impose, use naked flame, fireworks, pyrotechnics, laser or any chemicals for producing smoke or any special stage effects.

**28. Removal of dangerous property, inflammable substance**

The Manager may order the Hirer to remove from the Auditorium anything brought in by the Hirer, his servants or agents which in the opinion of the Manager is dangerous or liable to cause nuisance or obstruction and the Hirer shall thereupon immediately remove such thing. In any event, the Manager shall have the right, at the Hirer's expense, to remove and dispose of the same as the Manager considers fit without any liability to the Hirer and the Hirer shall pay the Manager the costs of such removal and/or disposal.

**29. Order and Safety of Spectators**

The Hirer and the performing artists shall not carry out any activities which may encourage the audience to leave their seats or do anything which may cause disorder or in any way put the safety of the audience at risk during the Function.

**30. Gangway and Exits**

The Hirer shall keep all corridors, aisles, passages, entrances and exits clear and free from obstruction at all times.

**31. Smoking**

The Hirer shall not smoke or suffer or permit smoking within the Auditorium without the prior permission of the Manager.

**32. Noise**

The Hirer shall not permit any noise, particularly noise arising from any construction work related to the Event or the operation of sound equipment, that may cause annoyance to the University property and its neighbourhood environment. The Hirer shall in all respects comply with the provisions of any enactment and regulations or by-laws, in respect of noise level including but not limited to Section 13 of the Summary Offences Ordinance and shall keep the University indemnified against all claims, demands, actions, proceedings, penalties and liability of every kind for breach of any such enactment, regulations, by-laws or rules.

**33. Access to Designated Restricted Areas**

The Hirer and Hirer's servant and agent shall not enter the lighting/sound control rooms, projection rooms, fly galleries, light bridges and any other restricted areas designated by the Manager from time to time unless prior permission or consent of the Manager has been obtained and shall comply with all regulations set or prescribed by the Manager from time to time in respect of such areas.

**34. Identification of Hirer's Staff**

- (a) Every servant and agent of the Hirer shall wear or carry for inspection by the Manager a clear identification badge or card, a specimen of which shall be deposited by the Hirer with the Manager before the first day of the Period of Hire. The number of staff remaining inside the Auditorium during a performance shall not exceed the number approved by the Manager.
- (b) The Hirer shall ensure that at least one person is available at the backstage of the Auditorium during all times that the Hirer's servants and agents are in the Auditorium in order to assist the Manager to prevent unauthorised persons being present at the backstage area.

**35. Souvenirs, Gifts, Raffles and Catering Services**

- (a)
  - (1) Save and except as approved by the Manager, the Hirer shall not sell or otherwise howsoever cause, permit or suffer to be sold at the Auditorium or any part thereof or in the vicinity of the same any souvenirs, novelties or other items whatsoever other than through the University or its authorised agent.
  - (2) Any approval to sell any such items which may be given by the Manager shall be subject to the conditions that :-
    - (i) The Hirer shall not sell or cause, permit or suffer to be sold any items other than those as approved by the Manager;
    - (ii) The Hirer shall not sell or cause, permit or suffer to be sold any such items other than from sites designated by the Manager; and
    - (iii) The Hirer shall pay the charges specified in the Second Schedule for the use of the designated sites; and such other conditions as the Manager in his absolute discretion may see fit to impose.
  - (3) Any approval so given may be withdrawn by the Manager at any time and without notice in the event of any breach or non-observance of any of the said conditions.
- (b) The Hirer shall not, without the prior consent of the Manager in writing, distribute or permit food, drinks or gifts of any kind to be distributed free of charge to any member of an audience or member of the public in the Auditorium or hold a raffle on lucky draw. Such consent may be withdrawn by

the Manager if there is any breach or non-observance of the conditions prescribed by the Manager therefor.

- (c) (1) All catering services in the Auditorium shall be provided by such caterers as may be designated or approved by the University.

The Hirer shall not, without the prior consent of the Manager in writing, provide any catering services to any person in the Auditorium. Such consent may be withdrawn by the Manager if there is any breach or non-observance of the conditions prescribed by the Manager therefor.

### **36. Programme**

- (a) The Hirer shall forward to the Manager for approval and retention of 10 copies each of any programme, poster or other publicity material whatsoever to be sold or distributed by the Hirer.
- (b) No programme, poster or any other publicity material whatsoever shall be sold or distributed unless it has been approved by the Manager, and the Hirer shall pay an additional charge to the Manager specified in the Second Schedule.
- (c) All Events and Functions conducted or taking place in the Auditorium before an audience shall carry an acknowledgement for the Manager's staff. The size and position of the said acknowledgement shall be agreed between the Manager and the Hirer.

### **37. Photography, Transmission, Filming and Broadcasting**

- (a) Except with the prior permission of the Manager, the Hirer shall not cause, suffer or permit any photography, transmission, filming, sound or video recording, telecasting or broadcasting or any means of re-production of any part of the Event, or the Function, to be undertaken within the Auditorium.
- (b) Without prejudice to paragraph (a) of this Clause and subject to the payment of any miscellaneous charges specified in the Second Schedule, the University may grant to the Hirer the right to film, make sound or video recordings, and to telecast and broadcast during the Period of Hire.

### **38. Admission of Persons, Animals and Vehicles**

- (a) No person shall be admitted to a performance without an admission ticket except with the permission of the Manager.
- (b) Admission to the Auditorium shall be subject to the control and direction of the Manager who may, in his absolute discretion, prohibit or delay the admission of any persons, at any time, order any person to leave the Auditorium if such person contravenes these Terms and Conditions or behaves in a noisy, disorderly or objectionable manner.
- (c) Except with the permission of the Manager, children under six years of age will not be permitted into the Auditorium to view the Function or during the Function unless the Function is specially for children.
- (d) No child under six years of age will be admitted into the Auditorium at any time for any Functions unless accompanied by an adult.
- (e) Except with the permission of the Manager, no person shall introduce any animal or vehicle into the Auditorium.

### **39. Latecomers**

Latecomers will not be admitted into the hired venue during the Function and or to view the Function save in the case of a suitable break during the Function when no action or performance of whatsoever nature is taking place on the stage of the Auditorium and which break must have been notified in writing by the Hirer to the Manager 2 hours prior to the Function.

### **40. Right of Access of Manager**

The Manager, or persons duly authorised by him, shall have the right at all times to enter into the hired venue, whether during the Function or the Event or not, free of any charges or fees to the Hirer, his sponsors or co-sponsors, in the performance of his or their duties and/or to ensure compliance by the Hirer of any rules or regulations set or prescribed by the Manager from time to time and these Terms and Conditions.

### **41. Ticketing for Free Admission Events**

The following provisions shall apply to all free admission Events:

- (a) The Hirer shall present to the Manager for approval the layout of admission tickets and a seating plan identifying all available seats.
- (b) Without prejudice to the generality of paragraph (a) above, the Manager reserves the right not to approve a seating plan with seats from which the view of the performing area may be impaired or which are in close proximity to the sound equipment.
- (c) Save and except with the prior permission of the Manager, the Hirer shall only distribute or permit or suffer to be distributed admission tickets in accordance with the layout of admission tickets and seating plan as approved in paragraph (a) above.
- (d) If the University in its absolute discretion shall so see fit, the University may at the request of the

Hirer issue and distribute admission tickets on the Hirer's behalf upon and subject to such terms and conditions and the payment of such charges as may be agreed between the Hirer and the University. In any other case, the Hirer shall supply all admission tickets to any Function and shall by himself take all such steps as may be necessary to distribute the same.

- (e) There shall be stated on every admission ticket :-
  - (1) the name of the Hirer and the organisation presenting the Event;
  - (2) the place of the Event with the words emphasized for clarity;
  - (3) the name, date and time of the Function;
  - (4) the first-come-first-served rule;
  - (5) that the ticket will only admit one person; and
  - (6) the serial number of the ticket;
- (f) Unless otherwise authorised by the Manager in writing, the following regulations shall also be printed on every admission ticket :-
  - (1) late-comers will not be admitted until a suitable break in the performance;
  - (2) sound and video recordings are prohibited inside the Auditorium;
  - (3) eating, drinking and smoking are prohibited in the Auditorium; and
  - (4) holder of the valid-for-the-day ticket will be entitled to the University privileged parking rate at \$15 per hour from 1800-0100 hours on weekdays, 0800-0100 on Saturdays, Sundays and public holidays upon presentation of this ticket to the shroff office. Beyond the specified hours, normal parking rate at \$40 per hour will be applied.
- (g) Unless otherwise authorised by the Manager in writing, every admission ticket shall contain a 30mm x 15mm box space with the row and seat number inserted therein.

#### 42. Ticketing for Paid Admission Events

The following provision shall apply to all Events other than free admission Events :-

- (a) The Hirer shall present to the Manager for approval a ticket price scale and a seating plan identifying all available seats and specifying prices and identifying those seats, if any, for which complimentary tickets are to be issued.
- (b) Without prejudice to the generality of paragraph(a) above, the Manager reserves the right not to approve a seating plan with seats from which the view of the performing area may be impaired or which are in close proximity to the sound equipment or the price zoning as considered undesirable by the Manager.
- (c) No changes shall be made to the approved ticket price scale and seating plan save and except with the prior written permission of the Manager.
- (d) All admission tickets whatsoever including but not limited to complimentary tickets, discount tickets, box tickets and student tickets shall only be sold or issued, as the case may be, in strict compliance to all such terms and conditions as may be prescribed by the University at any time and from time to time.
- (e) The Hirer shall, however, by himself take all such steps and make all such arrangements as may be necessary to comply with the provisions of the Entertainments Tax Ordinance and the Entertainments Duty Regulations, Cap.110.
- (f) (1) Save and except with the written permission of the Manager, in respect of any one Function the total number of all complimentary tickets to be issued for the Function shall not exceed 100 or 10% of the total number of seats as shown in the approved seating plan whichever is the less.  
 (2) For the avoidance of doubt, it is hereby expressly agreed and declared that the Manager shall be at liberty to grant or refuse any of the permission more particularly referred to in sub-paragraph(1) above as he in his absolute discretion may see fit and that any permission so granted shall be subject to such payment and such other conditions as the Manager in his absolute discretion may see fit to impose.
- (g) There shall be stated on every admission ticket :-
  - (1) the name of the Hirer and the organisation presenting the Event;
  - (2) the place of the Event with the words emphasized for clarity;
  - (3) the name, date and time of the Function;
  - (4) that the ticket will only admit one person; and
  - (5) the serial number of the ticket;
- (h) Unless otherwise authorised by the Manager in writing, the following regulations shall also be printed on every admission ticket :-
  - (1) late-comers will not be admitted until a suitable break in the Function;
  - (2) sound and video recordings are prohibited inside the Auditorium;
  - (3) eating, drinking and smoking are prohibited in the Auditorium; and
  - (4) holder of the valid-for-the-day ticket will be entitled to the University privileged parking rate at \$15 per hour from 1800-0100 hours on weekdays, 0800-0100 on Saturdays, Sundays and public holidays upon presentation of this ticket to the shroff office. Beyond the specified hours, normal parking rate at \$40 per hour will be applied.
- (i) Unless otherwise authorised by the Manager in writing, every admission ticket shall contain a 30mm x 15mm box space with the row and seat number inserted therein.

- (j) If the University should so require, the Hirer shall within such time as the University may stipulate present to the University a certified statement prepared by a firm of certified public accountants whose name appears in the list current at that time published pursuant to Section 32(1)(b) of the Professional Accountants Ordinance, Chapter 50, showing the gross ticket proceeds, the details of tickets sold for each price category and complimentary tickets issued for each Function.

#### **43. Closure of the Auditorium**

- (a) The Manager may at any time, at his absolute discretion, close the Auditorium, and by notice to the Hirer, cancel a Confirmed Booking and Confirmed Additional Booking if any, and on such closure or cancellation, any monies paid by the Hirer by way of hire charges shall be returned to the Hirer.
- (b) In the circumstances stated in paragraph (a) of this clause, the Manager shall not be liable for any loss or damage whatsoever suffered by the Hirer, to include but not limited to any consequential loss of profit or income and/or damage suffered due to claims made by third parties against the Hirer arising out of such closure and/or cancellation, if:-
  - (1) the cause of the closure or cancellation is due to an emergency or circumstance beyond the control of the Manager which are deemed to include, but not limited to the following:-
    - (i) damage or destruction to the Auditorium or of any part thereof which the Manager considers in his sole opinion that it would be dangerous to any person, entering and remaining in the Auditorium;
    - (ii) flooding in the Auditorium or any part thereof or the vicinity or neighbourhood around the Auditorium; and
    - (iii) the suspension of electricity to the Auditorium,

OR

- (2) such cancellation relates to any hire of the use of any wall or external wall of the Auditorium for the purpose of displaying any banner, poster, advertisement or board, and in the event of such cancellation, the Hirer shall immediately upon the date of receipt of the notice of cancellation, or within the time specified in such notice, at the Hirer's cost, remove such banner, poster, advertisement or board as well as reinstate the wall and/or external wall upon which the same has been displayed to their condition prior to the display, and should the Hirer fail to do so, the Manager shall have the full right to effect such removal and reinstatement without being responsible for any loss and/or damage to such banner, poster, advertisement or board and the Hirer shall pay to the Manager the cost incurred by the Manager in effecting such removal and reinstatement.

#### **44. Typhoon Procedure**

- (a) The Auditorium closes for staff and building safety reasons as soon as the number 8 typhoon signal is hoisted and reopens 6 hours after the number 8 typhoon signal has been lowered if at such time it is still within the normal business hours of the Manager.
- (b) Should the Hirer decide to cancel the Confirmed Booking prior to the number 8 typhoon signal being hoisted, there will be no refund of the venue hire charges paid or payable to the Manager.
- (c) If the Event or the Function scheduled to be performed or presented in the hired venue has to be cancelled due to the number 8 typhoon signal being hoisted prior to the start of the Event or the Function, the Hirer shall be offered either an alternative date for the Function provided that a date is available within 30 days according to the bookings made with the Manager or 50% of the venue hire charges paid or payable to the Manager shall be refunded to the Hirer.
- (d) If the number 8 typhoon signal is hoisted during the Event or the Function on a day and the Event or the Function is stopped or cancelled on that day the Hirer shall be entitled to cancel the booking on that day or book an alternative date provided a date according to the bookings made with the Manager is available within 30 days. In either case, no refund of any hire charges paid or payable to the Manager shall be made to the Hirer.

#### **45. Black Rainstorm Procedure**

- (a) The Auditorium remains close for staff safety reason if a black rainstorm signal is hoisted before the Auditorium opens and reopens 6 hours after the black rainstorm signal has been lowered if at such time it is still within the normal business hours of the Manager.
- (b) If the Event or the Function scheduled to be performed or presented in the hired venue has to be cancelled due to the blackrain signal being hoisted prior to the start of the Event or the Function, the Hirer shall be offered either an alternative date for the Function provided that a date is available within 30 days according to the bookings made with the Manager or 50% of the hire charges paid or payable to the Manager shall be refunded to the Hirer.
- (c) If the black rainstorm signal is hoisted during the Auditorium opening hours, the operations of the Auditorium will remain as usual. Hirers shall be entitled to continue or cancel the Event or Function scheduled for the time during which the black rainstorm signal is hoisted. No alternative booking will be offered to the Hirers and no refund of any hire charges paid or payable to the

Manager shall be made to the Hirer.

**46. Vacating Premises**

The Hirer, his servants and agents, and all other persons admitted by him shall vacate the Auditorium on or before the expiry or sooner termination of the hiring. If the Hirer does not vacate the Auditorium as herein provided he shall pay to the University on demand the hire charge in respect of the period from the expiry or sooner termination of the hiring until the Hirer, his servants and agents, and other persons admitted by him actually vacate the Auditorium and shall compensate the University for any loss of revenue or liability for damages suffered by the University as a result of the failure of the Hirer to vacate the Auditorium.

**47. Removal of Property**

- (a) Except with the permission of the Manager, all properties brought into the Auditorium by the Hirer or his servants and agents must be removed therefrom on or before the expiry or sooner termination of the hiring.
- (b) If after the expiry or sooner termination of any hiring, any property of the Hirer or any other person is found in the Auditorium, the Manager may remove and store the same in such manner as he may consider necessary and, on demand, the Hirer shall repay to the University the cost of such removal and storage which shall be a first charge upon such property.
- (c) If any such property is not claimed or if any of the removal and storage charges payable in respect thereof are not paid within three months of the date when such property was first found, the Manager, in his absolute discretion, may cause such property to be sold and, in such event, shall apply the proceeds of sale in payment of the said removal and storage charges and the cost of such sale, if any of the same be not otherwise recovered, and shall pay the balance remaining thereafter into the revenue of the University.
- (d) The Manager may order the Hirer to remove from the Auditorium anything brought by the Hirer or his servants and agents, which in the opinion of the Manager is dangerous or liable to cause nuisance or obstruction and the Hirer shall thereupon immediately remove or cause the removal of such thing.
- (e) No liability whatsoever shall be attached to the University or any of its servants or agents as a result of the exercise of any of the rights under this Clause and the Hirer shall indemnify the University and its servants and agents against all claims, demands, actions, proceedings, liabilities as well as costs and expenses, whatsoever and howsoever occasioned in respect thereof or otherwise howsoever in connection therewith.

**48. Breach of Terms and Conditions**

If the Hirer shall fail to pay the venue hire charges on any of the dates set out in the Confirmed Booking Letter or observe or perform any of the provisions of these Terms and Conditions, the Manager may, without notice, cancel the Confirmed Booking, and terminate the hiring of the hired venue and, without prejudice to other remedies the Manager may have hereunder, any venue hire charges paid by the Hirer shall be forfeited. The Manager shall not be liable to the Hirer for any loss or damage whatsoever arising out of such cancellation, to include but not limited to any consequential loss of profit or income or damage suffered due to claims made by third parties against the Hirer. Further and without prejudice to the foregoing, the Manager shall have the right to deduct from any deposit received from the Hirer for whatever purposes and/or ticket sales proceeds collected for and on behalf of the Hirer from the appointed ticket sales agent under these Terms and Conditions, any sum due by the Hirer to the Manager hereunder without further notice to the Hirer.

**49. Non-liability for Loss and indemnity**

- (a) The University and their servants and agents shall not be liable for any damage to or loss of any property of the Hirer or his servants and agents, guests and audience or any other person resulting from any cause whatsoever during the hiring and the Hirer shall indemnify and keep indemnified (on full indemnity basis) the University and its servants and agents from and against all claims, loss, damage, demands, actions, proceedings and costs in respect of such damage or loss.
- (b) The University, its servants and agents shall not be liable for any loss due to any break-down of machinery, failure of supply of electricity, leakage of water, fire, typhoon, rain storm, government restrictions or acts of God which may cause the Auditorium to be temporarily closed or the hiring to be interrupted or cancelled.
- (c) The Hirer shall indemnify the University against all claims, loss, damage, actions or proceedings, and cost on a full indemnity basis brought against or suffered by the University as a result of or relating to the damage, loss, theft or accidents on or of the property, which arises from the Hirer's use of the hired venue or occurrence during the Period of Hire.
- (d) The Hirer shall indemnify and keep indemnified (on full indemnity basis) the University and its servants and agents from and against all claims, loss, damage, demands, actions, proceedings and costs in respect of the death of or injury to the Hirer or his servants and agents, guests and audience or any other person, which shall arise from any accident or occurrence in the

Auditorium hired by him or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

- (e) Under no circumstance whatsoever shall the Manager be liable for any loss of profit or revenue suffered or alleged to have been suffered by the Hirer arising from the use of any box office system operated by the Hirer or a third party or in connection with a technical breakdown of such system. Save and except to the extent such loss was caused directly due to the negligence of the Manager or his staff in the operation of a box office system in respect of the Event.
- (f) For the avoidance of doubt, it is hereby expressly agreed and declared that the provisions of this clause shall at all times apply in full force and without any modification whatsoever, in particular, nothing contained herein shall be affected by any other provisions in these Terms and Conditions or any act done or permission or approval given thereunder.

**50. Insurance**

The Hirer shall, at his own expenses, take out and maintain a Public Liability Insurance in the joint name with The Hong Kong Polytechnic University as property owner with a minimum limit of HK\$30 million against liability for death, injury, loss or damage from whatever cause arising from the Hirer's use of the Auditorium. The policy shall include a Cross Liability Clause and the Property Owner's Property Extension.

**51. Severability**

The invalidity or illegality of any part of these Terms and Conditions of Hire shall not affect the validity or enforceability of any other part of these Terms and Conditions.

**52. University May Act Through Persons Authorised**

Any direction, requirement, notice, act or thing which the University is by these Terms and Conditions required or empowered to give or do may be given or done on behalf of the University by any officer of the University so duly authorised thereunder.

**53. Notice to Hirer**

Any written notice, demand or request by the University to the Hirer may be sent to the Hirer at the address as given by the Hirer in the Application Form or such other address as the Hirer may subsequently notify the University 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 next working day following the day of posting if sent by post.

**54. Alteration and Change**

It is hereby expressly agreed and declared that in all those cases where the acceptance of any booking or additional booking is confirmed by the Manager, these Terms and Conditions (including but not limited to any of the Schedule hereto) shall be liable to be changed or altered at the absolute discretion of the University at any time. Any such changes or alteration shall take effect as if they had been made before the application for the booking was submitted. The Hirer shall, however, be notified of any such changes or alteration as soon as practicable upon the same being made.

## FIRST SCHEDULE

### Hiring Policy and Booking arrangement

#### 1. Preamble

- (a) Booking applications from External Hirer will only be considered if the Event satisfies all of the following conditions: -
    - (1) It will not cause disruption to the normal activities of the University.
    - (2) It is beneficial to the University.
    - (3) It is in the academic/educational/cultural/entertainment field or it provides social service to the community.
  - (b) Functions of political nature are generally not allowed.
2. Hirers who belong to The Hong Kong Polytechnic University student organisations and departments will be categorised as Internal Hirers. All Internal Hirers will be given priority in bookings (Priority Bookings).
  3. Priority Booking applications are accepted not less than 2 months but not more than 12 months in advance of the month of hire (Priority booking period) and to be processed in one lot. (e.g. application for use in July 1999 – May 2000 may be made in May 1999)
  4. Hirers who do not belong to any of the University student organisations or departments will be categorised as External Hirers. All External Hirers' bookings will be treated as ordinary bookings and will be charged at the standard venue hire charge.
  5. Ordinary Booking applications, which are considered as entertainment by the Manager are accepted not less than 3 months but not more than 9 months in advance of the month of hire (Ordinary booking period) and processed in one lot. (e.g. application for use in August 1999 – January 2000 may be made in May 1999.)
  6. Ordinary Booking applications, which are considered as non-entertainment by the Manager, are accepted not less than 1 month but not more than 4 months prior to the day of use.
  7. Completed application forms should reach the Manager during normal office hours on or before the last working day of each month to enable the processing in one lot. A formal reply will usually be given on the 15<sup>th</sup> day of the following month.
  8. When more than one applicant wish to book the same slot, applications will be considered in accordance with the nature and duration of the proposed function and the organising ability of the applicant.
  9. Applications received after the Ordinary Booking period are considered as Late bookings and will only be considered on a very exceptional basis.
  10. All bookings should be made through the submission of application forms to the Manager. The application shall constitute an offer to hire the venue from the Manager. A booking is only valid upon the Manager's written confirmation.
  11. Confirmation of bookings rest solely on the discretion of the Manager.



## SECOND SCHEDULE

### A. Hiring Scheme

VENUE	PURPOSE	VENUE HIRE CHARGES Standard (HK \$)	FACILITIES
<b>AUDITORIUM</b> 1025 fixed seats (expandable to 1084, including 6 wheelchair user spaces)	<b>1. Drama, Dance, Concert, Variety Show etc.</b> Booking Sessions : 0900-1300/1400-1800/1900-2300		
	<b>a. Performance</b> Per session within 4 hours (or part thereof) Per additional hour	<b>12,000 #</b> <b>3,600</b>	- Air conditioning to Auditorium and Foyer - Electricity supply for existing equipment and installation - Water supply - Electrical equipment and sound system as installed - Lighting Technician - Stage Technician - Sound Controller - Projectionist if required - Dressing rooms - Basic ushering service
	<b>b. Rehearsal/Set-up/Move-out</b> Per session within 4 hours (or part thereof) Per additional hour	<b>7,200</b> <b>2,400</b>	Same as 1a. Except basic ushering service and air conditioning to seating area of Auditorium and Foyer.
	<b>c. Occupancy</b> Per session within 4 hours (or part thereof) Per day (3 sessions)	<b>1,500</b> <b>4,800</b>	This session does not include any service. Hirer is not allowed to use the venue.
	<b>2. Conference, Seminar, Ceremony, Assembly etc.</b>		
	<b>a. Day time (0900-1800)</b> Per session within 3 hours (or part thereof) Per additional hour	<b>9,600 #</b> <b>3,600</b>	Same as 1a.
	<b>b. Evening (1900-2300)</b> Per session within 4 hours (or part thereof) Per additional hour	<b>12,000 #</b> <b>3,600</b>	
	<b>3. Film Show, Recital</b>		
	<b>a. Day Time (0900-1800)</b> Per screening within 2 hours (or part thereof) Per additional half hour	<b>9,600 #</b> <b>2,400</b>	Same as 1a.
	<b>b. Evening (1900-2300)</b> Per screening within 2.5 hours (or part thereof) Per additional half hour	<b>12,000 #</b> <b>2,400</b>	
<b>FOYER</b> (520 sq. m. gross approximately)	<b>4. Exhibition</b>		
	<b>a. Not involving sales of exhibits or any sort of related products</b> Per week Per day (0900-1900)	<b>36,000</b> <b>7,200</b>	- Basic electricity and air-conditioning
	<b>b. Involving sales of exhibits or any sort of related products</b> Per week Per day (0900-1900)	<b>54,000</b> <b>10,800</b>	
	<b>5. Reception, other functions</b> Per hour	<b>4,200</b>	- Basic electricity and air-conditioning
<b>LAM TAI FAI AMPHITHEATRE</b> (1,100 sq. m. gross approximately )	<b>6. Exhibition</b>		
	<b>a. For non-commercial use</b> Per day (0900-1900)	<b>12,000</b>	- Basic electricity supply
	<b>b. For commercial use</b> Per day (0900-1900)	<b>36,000</b>	
	<b>7. Reception, other functions</b>		
	<b>a. For non-commercial use</b> Per day (0900-1900)	<b>12,000</b>	- Basic electricity supply
	<b>b. For commercial use</b> Per day (0900-1900)	<b>36,000</b>	
Remarks : # Or 10% - 15% of gross ticket proceeds, whichever is the greater Hirer will only be admitted to the venue within the booked sessions			

## B. Miscellaneous Charges

Services	Charges (HK\$)
1. LED Wall <i>Remark: Internal hirer please contact venue staff for further arrangement</i>	16,000/session within 4 hours 4,000/additional hour
2. HD Projector <i>Remark: Applicable to performance type booking only</i>	500/session within 4 hours 200/additional hour
3. Audio recording for archival purpose	500/session within 4 hours/function/copy 200/additional hour/function/copy
4. Provision of sound feed	500/session within 4 hours 100/additional hour
5. Filming/Recording with hirer's own equipment and technicians for non-archival purpose i) Filming ii) Audio recording iii) Radio Broadcast/Recording iv) TV Broadcast/Recording	1,500/hour 500/hour 2,000/channel/session within 4 hours 500/additional hour 4,000/channel/session within 4 hours 1,000/additional hour
6. Wireless microphone <u>First 3 sets free</u> i) For the first additional set ii) For the second additional set and more	550/set/session within 4 hours 150/additional hour 120/set/session within 4 hours 40/additional hour
7. Hazer machine with 1 Litre fluid	450/machine/day (0900-2300) 200/additional litre of fluid
8. Extra technician	670/technician/session within 4 hours 200/additional hour
9. Computer light i) Vari Lite VL3000 (Maximum: 2 nos.) ii) Martin MAC Viper Profile (Maximum: 8 nos.) iii) "MA" Lighting Grand MA2 Light Lighting Console with operator  <i>Remark: Internal hirer please contact venue staff for further arrangement</i>	500/spot/day 500/spot/day 700/day
10. Full set of computer light with panel and operator  <i>Remark: Internal hirer please contact venue staff for further arrangement</i>	5,700/day
11. Follow-spot i) With operator ii) * Without operator  <i>Remark: * Available for internal hirer only</i>	670/follow-spot/session within 4 hours 200/additional hour 150/follow-spot/session within 4 hours 50/additional hour
12. Designated sales point	100/sales point/performance booking session within 4 hours

Services	Charges (HK\$)
13. VIP Room	350/3 hours 150/additional hour
14. Additional air-conditioning at the auditorium (0900-2400)	800/hour
15. Removal and setting up of orchestra pit or forestage 0800-2400  <i>Remark: Subject to availability</i>	7,200
16. Dismantling and assembling of temporary seats 0800-2400  <i>Remark: Subject to availability</i>	9,600
17. Hire of 9' Steinway & Sons concert grand piano	1,200/day
18. Tuning of concert grand piano Mon - Sat 0900-1700 Mon - Sat 0700-0859 or 1701-2100/Sun or Public Holiday 0900-1700  <i>Remark: Subject to availability</i>	650 1,200
19. Tuning of upright piano Mon - Sat 0900-1700 Mon - Sat 0700-0859 or 1701-2100/Sun or Public Holiday 0900-1700  <i>Remark: Subject to availability</i>	450 800

Notes:

1. The charges specified in this Schedule may be subject to change without notice.
2. Application made more than 6 months in advance will be subject to venue hire charges and miscellaneous charges revision, and confirmation of these charges will be made no less than 3 months prior to the actual hiring date.
3. Payment of miscellaneous charges will be subject to change at the level of the prevailing rates on the date when such services are used.

## THIRD SCHEDULE

### **Payment Schedule**

1. A 50% of the total venue hire charge payable will have to be paid by the Hirer (as deposit) upon confirmation of bookings. The balance will have to be settled 3 months before the month of hire for entertainment and 2 months before the month of hire for non-entertainment bookings.
2. Full payment of total venue hire charge will have to be paid by the Hirer upon confirmation of booking should the applications be considered as Late booking applications.
3. A Hirer who has a Confirmed Booking of the Auditorium may apply to hire the Auditorium for any further period during the period of the Confirmed Booking or immediately preceding or following it subject to venue availability and shall pay the appropriate additional venue hire charge, calculated in accordance with the Second Schedule of this Terms and Conditions at the time of such application.