

**Hong Kong Visual Arts Centre
of the Art Promotion Office**

Terms and Conditions of Hire
(With effect from 1 October 2004)



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Interpretation 1. In these Terms and Conditions -

“Terms and Conditions” means these Terms and Conditions of Hire together with the Scale of Hire Charges attached hereto;

“VAC” means Hong Kong Visual Arts Centre;

“Department” means Leisure and Cultural Services Department;

“Government” means The Government of the Hong Kong Special Administrative Region;

“Curator” means any person appointed by the Director of Leisure and Cultural Services to manage or assist in the management of the VAC;

“Unit” means a room or other part of the VAC which has been hired;

“Hirer” means a person, company or organisation who hires a Unit;

“Application Form” means a form supplied by the Curator for the purpose of applying for the hire of a Unit;

“Ordinary Booking” means a booking application made 3 - 7 months in advance of the month of hire in respect of the Exhibition Gallery; and 6 months in advance of the month of hire in respect of the Lecture Theatre and Multi-purpose Rooms (processed in January for July to December period and in July for January to June period); and booking applications are made 2 weeks to 3 months in advance of the date of the booking in respect of the Art Studios. For more details, please refer to Booking Arrangements of the Hong Kong Visual Arts Centre.

“Late Booking” means an application for the booking of a Unit submitted after the closing date for acceptance of Ordinary Booking applications. For more details, please refer to Booking Arrangements of the Hong Kong Visual Arts Centre.

“Special Booking” means a booking application made 24 months in advance of the month of hire and ahead of Ordinary Booking application in respect of the Exhibition Gallery, the Art Studios, the Lecture Theatre and the Multi-purpose Rooms. For more details, please refer to Booking Arrangements of the Hong Kong Visual Arts Centre.

“Confirmation of Booking” means the confirmation by the Curator in writing of the acceptance of a booking of a Unit;

“Confirmed Booking” means a booking of a Unit which has been confirmed by the Curator in writing upon return of the completed Confirmed Booking Form by the Hirer within the time stipulated by the Curator together with the Hire Charges in accordance with Clause 33 below;

“Confirmed Period of Hire” means the period of hire of a Unit to which the Confirmed Booking relates;

“Event” means a Function or series of Functions for which a Confirmed Booking is made;

“Function” means one showing of a film or one session of any artistic creation, performance, presentation, exhibition, assembly or activities, as the case may be, held or to be held in the Unit;

- General covenant** 2. The Hirer shall ensure the performance and observance by himself, his servants and agents and by all other persons admitted to any Unit hired by him, of :-
- (Cap.132)**
- (a) the Public Health and Municipal Services Ordinance, and all rules, by-laws and regulations made thereunder;
 - (b) any other enactment applicable thereto;
 - (c) these Terms and Conditions; and
 - (d) all Notices to Hirers issued by the Curator.
- Subletting** 3. Except with the prior permission of the Curator, the Hirer shall not and shall not attempt to assign, sublet or part with possession of the Unit or any part of it in any manner whatsoever other than by way of admission to the Unit for the purpose of participation in or attendance at the Event for which the Unit is hired.
- Use of a Unit** 4. (1) The Hirer shall not, without the prior permission of the Curator, do any of the following :-
- (a) use the Unit for a purpose other than that stated in the application form;
 - (b) change the nature of the Function;
 - (c) obtain or change a sponsor; and
 - (d) change an artist or performer or film from the one named in the application form.
- (2) The Curator reserves the right within his discretion to impose special conditions upon the use of a Unit by the Hirer.
- (3) The hire charges shall not be refunded to the Hirer if the booking is cancelled due to any of the above acts.
- Access** 5. The Curator, or persons duly authorised by him, shall have the right of free entry in and upon the Unit at all times in the performance of their duties.
- Copyright** 6. The Hirer shall not use a Unit for the performance in public of any dramatic or musical work or for the delivery in public of any matter in which copyright subsists without the consent of the owner of the copyright and shall not in any other manner infringe any copyright. The Hirer shall indemnify the Department and the Government and their servants and agents against all claims, actions, demands and costs by reason of any infringement of copyright whatsoever occurring during the Confirmed Period of Hire.
- Licences** 7. The Hirer shall obtain all licences and permits which by any enactment are required in connection with any entertainment or Function in the Unit during the Confirmed Period of Hire and shall perform and observe the terms and conditions of all such licences and permits. Such licences or permits shall be submitted to the

Curator at least seven days before the first day of the Confirmed Period of Hire.

Damage to or loss of property

8. The Department, the Government and their servants and agents shall not be liable for any damage to or loss of any property of the Hirer, his servants or agents or any other person resulting from any cause whatsoever during the Confirmed Period of Hire and the Hirer shall indemnify and keep indemnified the Department, the Government and their servants and agents against all claims, demands, actions and proceedings in respect of such damage or loss.

Indemnity

9. The Hirer shall indemnify the Department and the Government and their servants and agents against all claims, demands, actions or proceedings in respect of the death of or injury to any person (other than a servant of the Department or the Government carrying out his duties as such servant) which shall arise from any accident or occurrence in a Unit hired by him or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

Vacating premises and removal of property after period of hire

10. (1) The Hirer and his servants and agents and all other persons shall vacate the Unit on or before the termination of the hiring or the expiry of the Confirmed Period of Hire. If the Hirer does not vacate the Unit as herein provided he shall pay to the Department on demand the hire charges in respect of the period from the termination of the hiring or the expiry of the Confirmed Period of Hire until such time as the Hirer, his servants and agents actually vacate the Unit and shall compensate the Department for any loss of revenue or liability for damages suffered by the Department as a result of the failure of the Hirer to vacate the Unit.

(2) Except with the permission of the Curator, all properties brought into the Unit by the Hirer must be removed there from on or before the termination of the hiring or the expiry of the Confirmed Period of Hire.

(3) If after the termination of the hiring or the expiry of the Confirmed Period of Hire, any property of the Hirer or of any other person is found in the VAC, the Curator may remove and store the same in such manner as he may consider necessary and, on demand, the Hirer or such other person shall repay to the Department the cost of such removal and storage which shall be a first charge upon such property.

(4) If such property is not removed and all removal and storage charges in respect thereof are not paid within three months of the date when it 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 any removal and storage charges and the cost of such sale and shall pay the balance remaining thereafter into the revenues of the Department.

(5) If Hirers of Art Studios and Multi-purpose Rooms do not collect their property and/or return the lockers to VAC after they have suspended their hire for over one month, the Curator has the discretion to dispose these items and regain the lockers without further notice to Hirers.

Costs of repairs

11. (1) The Hirer shall leave all apparatus, utensils, fixtures, machines or equipment in the VAC used by him or on his behalf in a thoroughly clean, wholesome and properly working condition to the satisfaction of the Curator.

(2) The Hirer shall repay to the Department on demand the cost of repairing, reinstating or replacing any part of or property in any Unit hired by him, which shall

be damaged, destroyed, stolen or removed during the Confirmed Period of Hire.

- Identification of Hirer's staff** 12. Throughout the Confirmed Period of Hire, every employee and of agent of the Hirer in or about the VAC shall wear or carry for inspection by the Curator a clear identification badge or card, a specimen of which shall be deposited by the Hirer with the Curator before the first day of the Confirmed Period of Hire.
- Seating arrangements** 13. The Hirer shall not alter the seating arrangements in any Unit without the prior permission of the Curator.
- Retention of house seats** 14. For each Function at the Theatre, the Department shall be entitled to retain 4 seats respectively, the location and use of which is to be at the absolute discretion and disposal of the Department.
- Admission of audience** 15.(1) Admission to any Unit shall be subject to the control and direction of the curator the Curator, who may in his absolute discretion prohibit or delay the admission of any person, or at any time order any person to leave any Unit if:-
(a) such person contravenes these Terms and Conditions or the Civic Centres Regulations or behaves in a noisy, disorderly or objectionable manner; and/or
(b) if such person is in the opinion of the Curator may be suffering from a communicable disease.
(c) if such person's behaviour disturbs other Hirers and visitors and has ignored the repeated verbal warnings of Curator and/or authorized staff.
(2) The Hirer shall not, without the prior permission of the Curator, admit children under six years of age into the Lecture Theatre.
(3) In the event that admission of any ticket holder to a Unit is prohibited by the Curator due to reason particularly referred to in sub-clause (1)(b) above and insofar as the Event is one where admission charges are made, the Hirer shall refund to ticket holders who are prohibited from admission.
- Ticketing arrangement** 16.(1) For Events at the Lecture Theatre where admission charges are made :-
(a) The Hirer shall present to the Curator for approval the layout of admission tickets, 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) The Hirer shall only sell or distribute or cause, suffer or permit to be sold or distributed admission tickets in accordance with the layout of admission tickets, ticket price scale and seating plan as approved in Paragraph (a) of this Sub-clause.
(c) Without prejudice to Paragraph (b) of this Sub-clause, the Hirer shall not sell or distribute or cause, suffer or permit to be sold or distributed admission tickets in excess of the seating capacity stated in the seating plan.
(d) In the event of a full house, admission of any ticket holder to a Unit shall be prohibited by the Curator and insofar as the Event is one where admission charges are made, the Hirer shall refund to ticket holders against all admission tickets over-issued.
(e) Except with the permission of the Curator, the Hirer shall supply all tickets

for admission to any Function of the Event and shall comply with the provisions of the Entertainment Tax Ordinance and the Entertainments Duty Regulations, Cap. 110.

- (f) The Hirer may take advance bookings at such counter or counters in the VAC at such times as may be assigned to him by the Curator and may sell or distribute admission tickets at such or such other counter or counters as may be assigned to him by the Curator one hour before and during each Function.
- (g) The counter or counters made available to the Hirer as aforesaid shall be used solely and exclusively for the purpose of selling and distributing tickets for the Event. In the event that the Hirer shall use or cause, suffer or permit to be used the same for any other purposes whatsoever, without prejudice to any other rights and remedies which the Department has or may have, the Curator may terminate the use of such counter or counters by the Hirer forthwith and without notice.
- (h) All admission tickets supplied by the Hirer shall have three sections, the first two of which shall be given to the ticket holder and the third shall be retained for inspection by the Curator.
- (i) Every admission ticket supplied by the Hirer shall state on all three sections:-
 - (i) the name of the organisation presenting the Function;
 - (ii) a description of the Function;
 - (iii) the place of the Function with the words underlined or emphasized for clarity;
 - (iv) the time and date of the Function;
 - (v) the price of the ticket or the word "COMPLIMENTARY" or "FREE ADMISSION", as the case may be;
 - (vi) a note that the ticket will admit only one person;
 - (vii) a note that latecomers will not be admitted until a suitable break in the Function; and
 - (viii) a note that smoking, eating or drinking are not permitted in the auditorium.
- (j) Every admission ticket supplied by the Hirer shall contain a 4 cm x 2 cm box space and with the row and seat number inserted therein.
- (k) Unless authorized by the Curator in writing every admission ticket shall state that :-
 - (i) children under six years of age will not be admitted into the Theatre, as the case may be; and
 - (ii) photography, and audio and video recording inside the Unit are prohibited.

Personnel,

- 17.(1) The Hirer shall not, without the prior permission of the Curator, use any

services and equipment	<p>personnel, stage equipment or services other than those provided by the Department or its contractor, and shall comply in all respects with any conditions with regard thereto which may be imposed by the Curator. Provision of all personnel, stage equipment and services is at the absolute discretion of the Department.</p> <p>(2) The Hirer shall give to the Curator at least one month before the first day of the Confirmed Period of Hire details of personnel, facilities, equipment, furniture, and services required together with full details of the proposed use of the Unit including sound, lighting and stage equipment, furniture and musical instruments. The Department 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.</p> <p>(3) Notwithstanding anything contained herein, the Department shall not in any circumstances whatsoever be liable for any failure to provide any personnel, facilities, equipment, furniture or services (including but not limited to air-conditioning, lighting, studio equipment, sound and projection systems in any Unit), whether the subject of a charge or not, or any failure, breakdown or other interruption whatsoever of such personnel, facilities, equipment, furniture or services, or any acts or omissions of any person or persons with respect to such personnel, facilities, equipment, furniture or services on account of strikes, labour disputes, accidents or any causes whatsoever beyond the control of the Department.</p> <p>(4) The Hirer shall return all borrowed equipments and keys to VAC after used, and before the closure of the day.</p>
Extra staff for crowd control	18. When in the opinion of the Curator extra staff are required for crowd control in connection with any Event, the Hirer shall pay for such staff in accordance with rates prescribed by the Department.
Electrical apparatus and fitting	19. The Hirer shall not, without the prior permission of the Curator, permit any electrical any electrical apparatus or fitting to be attached to or used in conjunction with existing electrical fittings in the VAC.
Affixing to fixture, fitting or furniture	20. The Hirer shall not, without the permission of the Curator, 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 a Unit.
Additional furniture	21. The Hirer shall not, without the prior permission of the Curator, bring into any Unit any additional furniture or equipment and shall comply in all respects with any conditions with regard thereto which may be imposed by the Curator.
Floor loading	22. For Events at the Exhibition Gallery, the Hirer shall not permit a floor loading in excess of 5 Kpa and shall distribute the weight of any heavy object over as large an area as possible by the use of battens or other suitable means authorized by the Curator.
Safety film	23. The Hirer shall not use films other than 'safety' films in any cinematographic or other instrument for the exhibition of moving pictures and shall not use any means of lighting other than electric light.

Removal of dangerous property	24. The Curator may order the Hirer to remove from any Unit or from the VAC anything brought in by the Hirer, his servants or agents which in the opinion of the Curator is dangerous or liable to cause nuisance or obstruction and the Hirer shall thereupon immediately remove such thing.
Noise	25. The Hirer shall not permit any noise, particularly noise arising from construction of display stands or the operation of sound equipment, that may cause annoyance to users of other parts of the VAC.
Decorations	26. (1) The Hirer shall not, without the prior permission of the Curator, permit floral decoration to be placed on any part of the VAC. (2) The Hirer shall on or before the termination of the hiring or the expiry of the Confirmed Period of Hire remove all floral and other decorations placed by him in the VAC. (3) The Hirer shall not, without the prior permission of the Curator, permit any banner or similar decoration to be displayed in the Unit or the VAC. (4) The Hirer shall not, without the prior permission of the Curator, display material across any window and the Curator shall withhold such permission if in his opinion such display will adversely affect the external appearance of the building.
Smoking and naked flame	27. The Hirer shall not permit smoking or the use of naked flame in any part of VAC, including art studios, auditorium, stage flies or wings of the Theatre or the Exhibition Gallery, save and except where the same is, in the Curator's opinion, necessary for the Function and the Hirer has obtained the prior permission of the Curator.
Gangways	28. The Hirer shall keep all gangways in and means of exit from the Units hired clear and free from obstruction at all times.
Stage lighting, projection and sound control rooms	29. (1) The Hirer shall not, without the prior permission of the Curator, permit any person other than the Curator or persons duly authorized by the Curator to handle the stage lighting appliances or operate the stage switchboard or the sound control equipment. (2) The Hirer shall not, without the prior permission of the Curator, permit access to the lighting switchboard rooms, the projection rooms and the sound control rooms.
Photography, recording, filming and broadcasting	30. (1) The Hirer shall not, without the prior permission of the Curator, use any recording equipment inclusive mobile phone camera , and engage in or permit photography, filming, audio or video recording, telecasting or broadcasting within the VAC. (2) Without prejudice to Sub-clause (1) above and subject to the payment of any fees or charges specified in the Applicable Scale of Hire Charges the Department may grant to the Hirer the right to film, make recordings, audio or video, and to broadcast by radio or television, during the Confirmed Period of Hire.

Catering services, merchandise, gifts and raffles

31. (1) Save and except with the prior approval of the Curator, all catering services in the Unit shall be provided by such caterer or caterers as may be designated or approved by the Department.

(2)(a) Save and except with the prior approval of the Curator, the Hirer shall not sell or otherwise howsoever cause, permit or suffer to be sold at any part of the VAC any souvenirs, novelties or other merchandise items other than through the Department, its authorized agent or any of the shop and shops in the VAC as may be designated or approved by the Department.

(b) Any approval to sell such items which may be given by the Curator 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 approved by the Curator;

(ii) The Hirer shall not sell or cause; permit or suffer to be sold any such items other than from a site or sites designated by the Curator; and

(iii) The Hirer shall pay any charges as may be specified by the Curator for such sales and/or the use of such site or sites;

and any other conditions as the Curator in his absolute discretion may see fit to impose.

(c) Any approval so given may be withdrawn by the Curator at any time and without notice in the event of any breach or non-observance of any of the said conditions.

(3) The Hirer shall not, without the prior permission of the Curator, distribute or permit food, drink or gifts of any kind to be distributed free of charge to any members of an audience or members of the public in the VAC or hold a raffle or lucky draw in the VAC. Such permission may be withdrawn by the Curator if there is any breach or non-observance of any conditions prescribed by the Curator therefore.

Programmes

32. For any performance given, the Hirer shall deposit four copies of the programme with the Curator and, in accordance with the Books Registration Ordinance, Cap. 142, one copy with the Books Registration Office.

Publicity Materials

33. (1) The Hirer shall not make, publish, display or disseminate Event-related publicity materials that contain false, biased, misleading or deceptive information.

(2) The Hirer shall not, with a view to promoting or publicizing the Event, make, publish, display, disseminate or cause to be made, published, displayed, disseminated any publicity materials which either expressly or by implication make reference to the Department without prior written permission of the Curator.

(3) For the purpose of Clause 36(1) and 36(2), publicity materials refer to brochures, admission tickets, leaflets, posters, banners, house programmes, advertisements, electronic displays or any Event-related materials that may be constituted by any words, whether written or spoken, or any picture, visual image and are brought to the notice of the public or any section of the public in any way.

(4) The Hirer shall indemnify and keep indemnified the Department and the Government and their servants and agents against all claims, demands, actions or

proceedings arising from any breach or non-observance of Clause 36 (1) and 36 (2) above.

Hire charges

34. (1) For the purposes of this Clause and Clause 34, the Applicable Scale of Hire Charges shall mean :

- (a) The Scale of Hire Charges in force three months and two weeks before the first day of the Confirmed Period of Hire in the case where the booking is a Special Booking; and
- (b) The Scale of Hire Charges attached hereto in any other case.

(2) Unless otherwise agreed by the Curator, the Hirer shall pay to the Department charges at the rates and in the manner more particularly set out in the following Sub-clauses.

(3) Payment of Basic Hire Charges:

(a) (i) In the case of an Ordinary Booking, the basic hire charges for the entire Confirmed Period of Hire (hereinafter referred to as 'the basic hire charges') at the rate as specified in the Applicable Scale of Hire Charges shall be payable within seven days of the Confirmation of Booking.

(ii) In the case of a Late Booking, the basic hire charges at the rate as specified in the Applicable Scale of Hire Charges shall be payable within seven days of the Confirmation of Booking, or before the first day of the Confirmed Period of Hire, whichever is the earlier.

(iii) In the case of a Special Booking, the basic hire charges at the rate as specified in the Applicable Scale of Hire Charges shall be payable within two weeks of the Confirmation of Booking, or not later than four months before the first day of the Confirmed Period of Hire, whichever is the earlier.

(b) Unless the Hirer has already paid the same, the basic hire charges at the rate as specified in the Applicable Scale of Hire Charges shall be payable not later than the first day of the Confirmed Period of Hire.

(4)(a) The basic hire charges referred to in Sub-clause(3) above shall be paid to the Department in cash, or by a cashier order or banker's guarantee.

(b) Any banker's guarantee provided by or on behalf of the Hirer shall be in such form as may be specified by the Curator issued by an approved bank licensed under the Banking Ordinance (Cap. 155) and remain valid until three months after the last day of the Confirmed Period of Hire.

(c) The Department shall be entitled to deduct from the hire charges paid any sum or sums due to the Department under these Terms and Conditions whether they have been formally demanded or not.

(d) The Department shall not release the hire charges paid unless and until all monies due to the Department have been totally settled.

(e) The Hirer shall not be entitled to any interest accrued or to be accrued on any of the hire charges paid.

(5) Payment of Kiln Firing Charges:

Unless the Hirer has already paid the same, the basic kiln firing charges at the rate as specified in the Applicable Scale of Kiln Firing Charges shall be payable not later than two weeks upon receipt of the Notification of Payment.

Cancellation of booking

35.(1) Subject to Sub-clauses (3) and (4) below, where a Confirmed Booking of any Unit or any part of such Booking is cancelled by the Hirer an amount equivalent to the basic hire charges at the rate as specified in the Applicable Scale of Hire Charges in respect of such Booking so cancelled shall be forfeited to the Department as liquidated damages.

(2) Unless he has already done so, the Hirer shall pay to the Department any sum forfeited under Sub-clause (1) above within fourteen days of the cancellation.

(3) Sub-clause(1)(a) above shall not apply to the case where the Chief Secretary for Administration refuses his consent to the entertainment or Function under Section 105S of the Public Health and Municipal Services Ordinance resulting in cancellation of the Confirmed Booking.

(4) If the Curator at his discretion should see fit to so direct, Sub-clause (1) above shall not apply to the case where the cancellation of the Confirmed Booking is due to the hoisting of typhoon signals or inclement weather.

36. Subject to clause 34 Sub-clause (2), the Department may in its absolute discretion, upon application by the Hirer in writing to the Curator accompanied by the notice of cancellation of the Confirmed Booking, refund not more than 75% of the amount liable to forfeiture under Clause 34 if such cancellation is for good reason.

Transfer of booking

37. Unless otherwise approved by the Curator, a Confirmed Booking cannot be transferred to another date(s) or time. Application for transfer of booking will only be consider if the hirer apply to the Curator in writing accompanied with good justification for the transfer.

Breach of Terms and Conditions

38. (1) If the Hirer shall fail to observe or perform any of the provisions of these Terms and Conditions including the payment schedule specified in Clause 34, the Curator may, without notice, cancel the Confirmed Booking or any part of the same and terminate the hiring of the Unit 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 the Department may have under the Terms and Conditions or otherwise and any monies whatsoever paid or payable by the Hirer or retained by the Department 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 Department as liquidated damages.

(2) Unless he has already done so, the Hirer shall pay to the Department any sum forfeited under Sub-clause (1) above within fourteen days of the cancellation and termination.

Closure

39. The Curator may at any time and in his absolute discretion close the VAC or any Unit or, by notice to the Hirer, cancel a Confirmed Booking or any part of the same and on such closure or cancellation, any monies paid by the Hirer by way of fees or

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

Severability 40. The invalidity or illegality of any part of these Terms and Conditions shall not affect the validity or enforceability of any other part of the Terms and Conditions.

Notice to Hirer 41. Any written notice, demand or request by the Department 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 Department 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 day next following the day of posting if sent by post.

Use of Facilities 42. (1) Hirers should make every effort to upkeep the tidiness and cleanliness the Unit.

(2) Cooking, smoking and eating are prohibited in the Unit.

(3) No over-night stay is permitted in all Unit.

(4) The hirer is responsible for the safe keeping of his own belongings/property, including raw materials required for studio work and other equipment. The Department shall not be liable for any loss due to theft or any other reasons.

(5) Hirers are required to follow the advice and instructions given by staff of VAC on the use/operation of the equipment/machines provided by VAC.

(6) Hirers should take good care of the equipment and furniture under their use. Hirers should compensate the Department any loss or damage due to carelessness or mishandling of the equipment/furniture by the Hirer. Any damage observed should be reported at once to the Curator.

(7) Before commencement of work, Hirers should be fully conversant with the operation of the studio equipment. The Department shall not be liable for any loss or damage to the Hirers property however caused or death or injury to the Hirers.

(8) No people other than the Hirer and students of classes would be allowed admittance into the studios. If Hirers need to be accompanied by assistants, they should apply to the Curator in writing accompanied with good justification. The assistants should be involved in activities directly related to the hirer's work. They should not be younger than the age of eighteen.

(9) No activities other than studio work should be performed in the Art Studios.

(10) Broadcasting of radio, cassette, CD or video, i.e. any forms of audio and video, is not permitted in the Art Studios.

(11) Children under 12 years old must be accompanied by adults in the Art Studios.

(12) Failure to abide by the sub-clause(1) to (11) would result in the immediate/early termination of the hire of the Unit without refund of fees paid.

(13) The kiln firing service is only provided to the Hirers of the Ceramic Studios and the ceramic pieces should be made in the Ceramic Studios.

(14) The Civic Centre (Leisure and Cultural Services Department) By-laws apply to the use of all facilities at VAC.

**Public
Health**

43. (1) In pursuance of the proper management of the civic centre to prevent the spread of communicable disease and to maintain public health therein, the Curator may require any person before entering the Unit to undergo temperature check or health check, and admission is prohibited if such person refuses to undergo the above mentioned check.

(2) Clause 15 (1)(b) and 15(3) of these Terms and Conditions of Hire will be enforced if in the opinion of the Curator the check conducted under clause 43(1) herewith has suggested that such person may be suffering from a communicable disease.

(3) Clause 42(1) and (2) in the above are equally applicable to the Hirer, the performing artist(s) or any employee or agent of the Hirer of the Unit.