

Terms and Conditions of Hire

Hong Kong Space Museum



Leisure and Cultural Services Department

康樂及文化事務署

Hong Kong Space Museum

Terms and Conditions of Hire

(1 April 2021)

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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;

"HKSPM" means the Hong Kong Space Museum, 10 Salisbury Road, Tsimshatsui, Kowloon, Hong Kong;

"Department" means the 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 HKSPM;

"Unit" means the Lecture Hall or other part of the HKSPM which has been hired;

"Hirer" means a person, company or organization who hires a Unit;

"Person" includes any natural person, any public body and body of persons, corporate or unincorporated;

"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 not less than three months but not more than seven months in advance of the month of the booking in respect of the Unit;

"Special Booking" means a booking application made more than seven months in advance of the month of the booking in respect of the Unit;

"Late Booking" means an application for the booking of a Unit submitted after the closing date for acceptance of Ordinary Booking applications;

"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 deposit in accordance with Clause 34 below;

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

"Collective Confirmed Period of Hire" means the period covering all

Confirmed Period(s) of Hire, from the date of the first to the last Confirmed Period(s) of Hire listed in a Confirmed Booking Form to which the Confirmed Booking relates, no matter the Confirmed Periods of Hire are continuous or separated;

"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 performance, presentation, exhibition, assembly or activities, as the case may be held or to be held in the Unit;

"Gross Ticket Proceeds" means the aggregate sums received by the Hirer from sales of tickets provided however that:-

- (a) in the case of any ticket sold at price as shown in the ticket price scale approved by the Curator, the Hirer shall be deemed to have received in respect of each such ticket the aforesaid price in full;
- (b) in the case of any ticket sold by the Hirer 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 Curator 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;
- (c) in the case of any consignment ticket issued to the Hirer and which has not been returned to the Department for cancellation in accordance with the provisions of the terms and conditions for the use of URBTIX more particularly referred to in Clause 16(1)(c) below, 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; and
- (d) in the case of any complimentary ticket issued in excess of the number as permitted under Clause 16(1)(f) 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;

"URBTIX" means the Urban Ticketing System operated by the Leisure and Cultural Services Department;

"Consignment tickets" means admission tickets issued as consignment tickets within the meaning of the terms and conditions for the use of URBTIX more particularly referred to in Clause 16(1)(c) below;

The "Lecture Hall" referred to in these Terms and Conditions of Hire is part of the HKSPM offered for hire to the public; and

These Terms and Conditions of Hire are made by virtue of Sections 105N and 105P of the Public Health and Municipal Services Ordinance (Cap. 132).

General covenant

2. The Hirer shall ensure the observance by himself, his servants and agents and by all other persons admitted to any Unit hired by him, of:-
- (a) the Public Health and Municipal Services Ordinance Chapter 132 of the laws of Hong Kong Special Administrative Region, and all subsidiary legislation made thereunder;
 - (b) any other legislative enactments and requirements or regulations imposed from time to time by the Hong Kong Special Administrative Region Government and relevant authorities that are applicable to the hiring so approved hereto;
 - (c) the terms and conditions stated herein;
 - (d) any additional rules, regulations and special conditions prescribed by the Curator from time to time as the event so requires; and
 - (e) all notices to Hirers issued by the Curator concerning operational arrangements in connection with the event.

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.

Access

5. The Curator, or persons duly authorized by him, shall have the right of free entry in and upon the Unit at all times in the performance of their duties.

Intellectual Property Rights

6 (1) The Hirer shall not use any copyright work in a Unit for the purpose of doing any acts restricted by copyright set out in sections 22 to 29 of the Copyright Ordinance (Cap.528), including but not limited to -

- (a) copying a work;
- (b) issuing or making available copies of a work to the public;
- (c) performance, playing or showing of a work in public;
- (d) broadcasting a work or including it in a cable programme service; and
- (e) making an adaptation of a work;

without obtaining in advance all necessary licences and permits (including licences for use of Intellectual Property Rights) from all relevant copyright owners and/or licensing bodies at his own costs and expenses for doing any of such acts.

(2) The Hirer shall not use any copyright work in any publicity materials relating to the Function and/or Event and in any products for sale or distribution at the Unit without obtaining in advance all necessary licences and permits (including licences for use of Intellectual Property Rights) from all relevant copyright owners and/or licensing bodies at his own costs and expenses for using such copyright works.

(3) For the purpose of Clause 6(1), 'intellectual property rights' means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights in each case whether now known or created in future, regardless of whatever nature and wherever arising, and whether registered or unregistered, and including applications for the grant of any such rights.

(4) The Hirer shall indemnify and keep the Department and the Government and its servants and agents fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Department and/or the Government may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to the hire or the use of any part of the Unit by the Hirer by reason of any infringement of Intellectual Property Rights of any person whatsoever by the Hirer, his authorised users, agents and employees throughout the Confirmed Period of Hire, and the indemnity given in this clause shall also survive beyond the Confirmed Period of Hire and the expiration of these Terms and Conditions of Hire.

Licences

7. (1) The Hirer shall at his own costs and expenses obtain all licences and permits (including licences relating to Intellectual Property Rights) 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.

(2) The Hirer shall indemnify and keep the Department and the Government and its servants and agents fully and effectively indemnified against all claims, demands, actions or proceedings arising from any breach or non-observance of Clause 7(1) above.

**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.

**Liability and
Indemnity**

9. (1) 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.

(2) The Hirer shall indemnify the Department and the Government and their servants and agents and keep the Department and the Government and their servants and agents fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Department and the Government and their servants and agents may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of, but not limited to, the followings-

- (a) the negligence, recklessness or wilful misconduct of the Hirer, its performing artist(s), its employees or agents;
- (b) the breach or the non-performance or non-observance of any of the provisions of these Terms and Conditions of Hire by the Hirer, its performing artist(s) , its employees or agents;
- (c) any unauthorized act or omission of the Hirer, its performing artist(s), its employees or agents; or
- (d) the non-compliance with any applicable laws and any requirement or regulation of any local authority or agency

in connection with the hiring so approved hereto by the Hirer, its performing artist(s), its employees or agents.

(3) The indemnities, payment and compensation given in pursuance of the Terms and Conditions of Hire by the Hirer shall not be affected or reduced by reason of any failure or omission of the Department and the Government in enforcing any of the Terms and Conditions of Hire, or any failure or omission of the Department and the Government in controlling the Hirer's operation.

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 property brought into the Unit by the Hirer must be removed therefrom 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 HKSPM, 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 Curator 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.

Government property

11. (1) The Hirer shall not, except with the prior written permission of the Curator and subject to all such conditions as the Curator in his discretion may see fit to impose, use or handle or operate or permit any person other than the Curator or a person duly authorized by him to use, handle or operate the stage lighting appliances, lightings/sound control switch-boards, stage fly system, and any other equipment or property of the Government.

(2) The Hirer shall take good care of all equipment or property of the Government issued to or hired by him. The Hirer shall be responsible

for the due return of such equipment or property to the Government in a thoroughly clean, wholesome and properly working condition to the satisfaction of the Curator.

(3) Should any Government equipment or property issued to or hired by the Hirer be lost, damaged, destroyed, stolen or removed during the period of hire, the Hirer shall pay to the Department 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, plus 20 per cent.

(4) The Hirer shall on demand pay to the Department 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 Unit or any part thereof or any fixtures or fittings therein or in replacing any such fixtures or fittings. The Hirer shall further compensate the Department for any loss, damage or liability whatsoever which may be suffered by the Department as a result of any such defect or damage.

Identification of Hirer's staff

12. Throughout the Confirmed Period of Hire, every employee and agent of the Hirer in or about the HKSPM shall wear or carry for inspection 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 Unit, the Department shall be entitled to retain 2 seats, 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, 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) such person is in the opinion of the Curator may be suffering from a communicable disease.

(2) The Hirer shall not, without the prior permission of the Curator, admit children under six years of age into the Lecture Hall.

Ticketing

16. (1) For Events at the Lecture Hall where URBTIX is used:-

arrangements

- (a) The Hirer shall present to the Curator 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) No changes shall be made to the approved ticket price scale and seating plan save and except with the prior written permission of the Curator. Without prejudice to the generality of the foregoing, the Curator shall have the right to refuse permission in the event that the Hirer shall fail to allow not less than five working days for URB TIX to implement the changes.
- (c) All admission tickets including complimentary tickets shall be sold or issued, as the case may be through URB TIX and the Hirer shall observe and perform all such terms and conditions for the use of URB TIX as may be prescribed by the Department at any time and from time to time.
- (d) The Hirer shall take all such steps and make all such arrangements as may be necessary to comply with the provisions of all applicable laws of the Hong Kong Special Administrative Region and requirements or regulations imposed from time to time by the relevant authorities in connection with the performance of his obligations under these Terms and Conditions.
- (e) Save and except where the Curator may otherwise permit, the Hirer shall not in any manner whatsoever make, or cause, suffer or permit to be made, any reference to any booking or ticketing services or arrangements whatsoever other than those as provided by the Department through URB TIX in any of the publicity and promotion materials for the Event or otherwise howsoever advertise or publicize or cause, suffer or permit to be advertised or publicized, any of the same.
- (f) (i) Save and except with the written permission of the Curator, in respect of any one Function:-
 - (A) the total number of all consignment tickets to be issued in any price category of the approved ticket price scale for the Function shall not exceed 49% of the total number of seats as shown in the approved seating plan for that price category for the Function; and
 - (B) the total number of all complimentary tickets to

be issued for the Function shall not exceed 5% of the total number of seats as shown in the approved seating plan for the Function.

- (ii) For the avoidance of doubt, it is hereby expressly agreed and declared that the Curator shall be at liberty to grant or refuse any of the permission more particularly referred to in Sub-paragraph (i) 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 Curator in his absolute discretion may see fit to impose.
 - (g) If the Department should so require, the Hirer shall within such time as the Department may stipulate present to the Department 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 denomination and complimentary tickets issued for each function and the amount of charges and fees payable to the Department.
- (2) For any other Events where URBTIX is not used :-
- (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) No changes shall be made to the approved ticket price scale and seating plan save and except with the prior written permission of the Curator.
 - (c) 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.
 - (d) Without prejudice to Paragraph (c) 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.
 - (e) 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.

- (f) The Hirer shall take all such steps and make all such arrangements as may be necessary to comply with the provisions of all applicable laws of the Hong Kong Special Administrative Region and requirements or regulations imposed from time to time by the relevant authorities in connection with the performance of his obligations under these Terms and Conditions.
- (g) The Hirer may take advance bookings at such counter or counters in the HKSPM 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.
- (h) 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.
- (i) 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.
- (j) Every admission ticket supplied by the Hirer shall state on all three sections:-
 - (i) the name of the organization 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 unit.
- (k) 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.
- (l) 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 Lecture Hall, as the case may be; and
 - (ii) photography and audio and video recording inside the Unit are prohibited.

**Personnel
services and
equipment**

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

(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.

(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, stage 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.

- 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 apparatus or fitting to be attached to or used in conjunction with existing electrical fittings in the HKSPM.
- Affixing to fixture, fitting or furniture** 20. The Hirer shall not, without the prior permission of the Curator, affix any glue, scotch-tape, gumpaper, 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.
- Safety film** 22. 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** 23. The Curator may order the Hirer to remove from any Unit or from the HKSPM 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** 24. 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 HKSPM.
- Decorations** 25. (1) The Hirer shall not, without the prior permission of the Curator, permit floral and other decorations to be placed on any part of the HKSPM.
- (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 HKSPM.
- (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 HKSPM.
- (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**

26. The Hirer shall not permit smoking or the use of naked flame in any part of the HKSPM 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

27. 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**

28. (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.

**Musical
instruments**

29. The Hirer shall not, without the prior permission of the Curator, permit any person to have access to or play upon any musical instruments provided by the Department.

**Photography,
recording,
filming and
broadcasting**

30. (1) The Hirer shall not, without the prior permission of the Curator, engage in or permit photography, filming, audio or video recording, telecasting or broadcasting within the HKSPM.

(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) Prior consent of the Curator in writing must be obtained for the engagement of a caterer to provide catering service in any Unit.

(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 HKSPM any souvenirs, novelties or other merchandise items other than through the Department, its authorized agent or any of the shop and shops in the HKSPM 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 HKSPM or hold a raffle or lucky draw in the HKSPM. Such permission may be withdrawn by the Curator if there is any breach or non-observance of any conditions prescribed by the Curator therefor.

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 33(1) and 33(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 33(1) and 33(2) above.

Hire charges

34. (1) For the purposes of this Clause and Clause 35, the Applicable

Scale of Hire Charges shall mean:-

- (a) the Scale of Hire Charges in force twelve months before the first day of the Confirmed Period of Hire in the case where the booking is a Special Booking of the Lecture Hall, and the deposit payment for the basic hire charges is effected in accordance with Sub-clause (3)(a)(ii)(B) below; 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 of the Lecture Hall, a deposit in the amount equivalent to 25% of the basic hire charges for the Collective 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 immediately upon the submission of the Confirmed Booking Form and a further deposit in the amount equivalent to 75% of the basic hire charges at the rate as specified in the aforesaid Scale shall be payable not later than two months before the first day of the Collective Confirmed Period of Hire.

(ii) In the case of a Special Booking of the Lecture Hall:-

(A) If the Hirer shall at or before the Confirmation of Booking confirm to the Curator in writing that he chooses to effect the deposit payment for the basic hire charges in accordance with this Sub-sub-paragraph (which choice, once made, shall be irrevocable), then:-

- (I) Insofar as the date of the Confirmation of Booking is fourteen months or more before the first day of the Collective Confirmed Period of Hire, a deposit in the amount equivalent to 25% of the basic hire charges at the rate as specified in the Applicable Scale of Hire Charges shall be payable immediately upon the submission of the Confirmed Booking Form and a further deposit in the amount equivalent

to 75% of the basic hire charges at the rate as specified in the aforesaid Scale shall be payable within two months of the Confirmation of Booking, or not later than thirteen months before the first day of the Collective Confirmed Period of Hire, whichever is the earlier.

- (II) Insofar as the date of the Confirmation of Booking is less than fourteen months before the first day of the Collective Confirmed Period of Hire, a deposit in the amount equivalent to the basic hire charges at the rate as specified in the Applicable Scale of Hire Charges shall be payable in full immediately upon the submission of the Confirmed Booking Form.

- (B) In any other cases, a deposit in the amount equivalent to 25% of the basic hire charges at the rate as specified in the Scale of Hire Charges attached hereto shall be payable immediately upon the submission of the Confirmed Booking Form; a further deposit in the amount equivalent to the difference, if any, between the amount paid as aforesaid and 25% of the basic hire charges at the rate as specified in the Applicable Scale of Hire Charges shall be payable not later than eleven months before the first day of the Collective Confirmed Period of Hire; and a second further deposit in the amount equivalent to 75% of the basic hire charges at the rate as specified in the Applicable Scale of Hire Charges shall be payable not later than two months before the first day of the Collective Confirmed Period of Hire.

- (iii) In the case of a Late Booking of the Lecture Hall where the date of the Confirmation of Booking is less than three months before the first day of the Collective Confirmed Period of Hire, a deposit in the amount equivalent to the basic hire charges at the rate as specified in the Applicable Scale of Hire Charges shall be payable in full immediately upon the submission of the Confirmed Booking Form.

- (iv) In the case of any booking of the Lecture Hall, where the date of the Confirmation of Booking is less than

two months before the first day of the Confirmed Period of Hire, a deposit in the amount equivalent to the basic hire charges at the rate as specified in the Applicable Scale of Hire Charges shall be payable in full immediately upon the submission of the Confirmed Booking Form.

- (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 fourteen days after the last day of the Confirmed Period of Hire.

(4) Payment of Charges Based on Sales

- (a) In the case of a booking of the Lecture Hall where the event involves admission charges, the following provisions shall apply:-

- (i) If the Hirer of the Lecture Hall shall at or before the Confirmation of Booking confirm to the Curator in writing that he chooses to effect the deposit payment for the Charges Based on Sales in accordance with this Sub-paragraph (which choice, once made, shall be irrevocable) then:-

- (A) Unless and until a total amount of not less than the amount equivalent to the Charges Based on Sales calculated at the rate as specified in the Applicable Scale of Hire Charges and on the basis of a full house for each function of the Confirmed Period of Hire has been deducted in accordance with this Sub-sub-paragraph, for each and every admission ticket sold through URB TIX, a deposit in the amount equivalent to 10% of the face value of the ticket shall be deducted by the Department from the proceeds of sale of that ticket as and when received or from the proceeds of sale of other admission tickets.

- (B) For each and every consignment ticket, a deposit in the amount equivalent to 10% of the face value of the ticket shall be payable at or before the time when the ticket is issued.

- (ii) In any other case of a booking of the Lecture Hall, a deposit in the amount equivalent to the Charges Based on Sales calculated at the rate as specified in the Applicable Scale of Hire Charges and on the

basis of a full house for each function of the Confirmed Period of Hire shall be payable not later than two months before the first day of the Collective Confirmed Period of Hire or at the due date of the deposit payment or the last of such deposit payment, as the case may be, as prescribed under Paragraph (a) of Sub-clause (3) above, whichever is the later.

- (b) Unless the Hirer has already paid the same, the Charges Based on Sales at the rate as specified in the Applicable Scale of Hire Charges shall be payable not later than fourteen days after the last day of the Confirmed Period of Hire.

(5) Payment of Miscellaneous Charges:-

In all cases the following provisions shall apply:-

- (a) A deposit in the amount equivalent to the aggregate of all miscellaneous charges payable at the rate as specified in the Applicable Scale of Hire Charges in force twelve months before the first day of the Confirmed Period of Hire shall be payable not later than twenty days before the first day of the Collective Confirmed Period of Hire or at the due date of the deposit payment or the last of such deposit payment, as the case may be, as prescribed under Paragraph (a) of Sub-clause (3) above, whichever is the later, or in the event of the Curator specifically directing otherwise, at such later date or dates as may be stipulated by the Curator.
 - (b) Unless the Hirer has already paid the same, the miscellaneous charges at the rate as specified in the Applicable Scale of Hire Charges more particularly referred to in paragraph (a) above shall be payable not later than fourteen days after the last day of the Confirmed Period of Hire.
- (6) (a) The deposits more particularly referred to in Sub-clauses (3), (4) and (5) above (hereinafter referred to as the 'Deposits') shall be paid to the Department in cash, or by a cashier order or banker's guarantee, or insofar as where Sub-clause (4)(a)(i)(A) above applies, deducted by the Department as provided in that Sub-clause.
- (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) Without prejudice to any other rights and remedies which the Department has or may have and whether under these Terms and Conditions or otherwise, if the Hirer fails to pay the amount due to the Department as prescribed in Sub-clauses (3), (4) and (5) above, the Department shall be entitled to deduct the same from the deposits and/or proceeds of sale of admission tickets.
- (d) The Department reserves the right to deduct all costs and charges whatsoever due to the Department from any monies owned by the Hirer and/or proceeds of sale of admission tickets under these Terms and Conditions. Such costs and charges may also be recovered by the Department as a debt due to it by the Hirer.
- (e) The Department shall not release the Deposits to the Hirer unless and until all monies due to the Department have been totally settled.
- (f) The Hirer shall not be entitled to any interest accrued or to be accrued on any of the Deposits.

**Cancellation
of booking**

35. (1) Subject to Sub-clause (3) below, where a Confirmed Booking of the Lecture Hall or any part of such Booking is cancelled by the Hirer:-

- (a) two months or more before the first day of the Collective Confirmed Period of Hire, an amount equivalent to 25% of 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; or
- (b) less than two months before the first day of the Collective Confirmed Period of Hire, 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) 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. (1) Subject to 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 35 if such cancellation is for good reason.

(2) If only an amount equivalent to 25% of the basic hire charges as specified in the Applicable Scale of Hire Charges has been paid by the Hirer and the Hirer cancels the Confirmed Booking, all such amount paid by him shall be forfeited.

Transfer of booking

37. Unless otherwise approved by the Curator, a Confirmed Booking cannot be transferred to another date(s) or time.

Public order and safety

38. (1) The Hirer, the performing artist(s) or any person authorized by the Hirer shall not carry out any activities which may incite the audience to behave in such a way as to cause disorder, or in any way put the safety of the audience at risk during the event.

(2) The Hirer, the performing artist(s) or any person authorized by the Hirer while in any Unit or public area of the HKSPM shall not behave in a noisy or disorderly manner, or use, distribute or display any writing containing threatening, abusive or insulting words which causes or is likely to cause a breach of the peace.

(3) The Hirer shall ensure that all persons admitted to, or assembled in, any Unit hired by him behave in an orderly manner and do not: -

- (a) use or distribute or display any writing containing threatening, abusive or insulting words which causes or is likely to cause a breach of the peace; or
- (b) conduct themselves in an intimidating, insulting or provocative manner which causes or is likely to cause any person reasonably to fear that the persons so assembled will commit a breach of the peace, or will by such conduct provoke persons to commit a breach of the peace.

(4) The Hirer shall not permit the performance of any act, or the display of any material -

- (a) which -
 - (i) is likely to encourage hatred against or fear of any person; or
 - (ii) is insulting to or denigrates any person or group of persons,

on the basis of ethnicity, nationality, race, gender, sexual preference, religion, age, social status or physical or mental disability; or

- (b) which is based on malicious or unfounded allegations and is likely to encourage hatred against or fear of any person.

Public health

39. (1) In pursuance of the proper management of the HKSPM 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) of these Terms and Conditions of Hire will be enforced if in the opinion of the Curator the check conducted under clause 39(1) herewith has suggested that such person may be suffering from a communicable disease.

(3) Clause 39(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.

Breach of Terms and Conditions

40. (1) The Curator may, without notice, cancel the Confirmed Booking or terminate the hiring of the Unit, in whole or in part, as the case may be –

- (a) if the Hirer fails to observe or perform any of the provisions of these Terms and Conditions, including the payment schedule specified in Clause 34; or
- (b) in circumstances where public order or public safety would be endangered during the course of the performance of hiring.

(2) A cancellation or termination under paragraph (1) shall not release the Hirer from any liabilities arising from the Terms and Conditions nor affect any right or remedy which the Department may have under the Terms and Conditions. Any deposit or other monies paid by the Hirer in connection with the booking shall be forfeited to the Department as liquidated damages.

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

(4) If the Hirer shall fail to observe or perform any of the provisions in these Terms and Conditions of Hire of the HKSPM, the Department may reject subsequent booking applications for the use of any of the venues and facilities managed by the Department.

- Insurance** 41. The Hirer shall if requested in writing by the Department take out and maintain as appropriate a policy or policies of insurance in such terms as required by the Department with companies approved by the Government against liability for death, injury, loss or damage from whatever cause arising from the Hirer's use of the HKSPM including but not limited to the Hirer's own liability under Clause 11(4) above.
- Closure** 42. The Curator may at any time and in his absolute discretion close the HKSPM 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 deposits, 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** 43. 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** 44. 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.