Pilot Scheme on the Use of School Venues by Arts Groups

Conditions of Use of School Facilities/Venues by Arts Groups ("Applicant")

1. The arts group shall be a non-profit making organisation and shall provide the latest, valid, and subsisting documentary proof of its legal status.

2. The school facilities/venues ("the Facilities/Venues") shall only be used for rehearsals related to the performing art programme(s) specified in the application form, and shall not be used for any formal performances open to the public or holding profit-making activities.

3. The Facilities/Venues shall only be used by approved arts group and shall not be sublet to other organisations/individuals.

4. Members of the arts group shall only use the Facilities/Venues designated in the application form and shall not enter or use other non-designated Facilities/Venues. All users must leave the school premises at the end of each rehearsal session.

5. The school will not provide any storage space for the arts groups. The arts group must take responsibility for safekeeping all items (including performance props, equipment and instruments) brought and remove them from the school premises after using the Facilities/Venues. The school shall not be held liable for any damage or loss.

6. The arts group shall not admit unauthorised individuals who are not participating in the rehearsals of the art programme(s) or members of the public to the school during the use of Facilities/Venues.

7. All users must wear appropriate attire, footwear, use appropriate equipment and protective gear as necessary. The arts group shall take appropriate action to safeguard the health and safety of all users.

8. Smoking is strictly prohibited at school. Eating and drinking shall not be permitted inside the Facilities/Venues.

9. Users shall maintain cleanliness of the Facilities/Venues throughout the rehearsal activity. Before returning the Facilities/Venues, users shall clean up all waste and restore all Facilities/Venues to their original conditions.

10. The school will close the Facilities/Venues upon issue of Tropical Cyclone Signal No. 8 or the RED/BLACK Rainstorm Warning Signal or announcement of "Extreme Conditions" by the Government. The school may also exercise discretion to close the Facilities/Venues when, in its opinion, that the Facilities/Venues are unsuitable for use from safety or operation point of view. In such case, the school will refund the hire charge for the unused session(s).

11. The arts group shall be responsible for meeting the cost of repairing any damage caused to the Facilities/Venues, and of repairing or reinstating or replacing any equipment, apparatus, fitting, or other property damaged or destroyed (fair wear and tear excepted), stolen or removed during the use of the Facilities/Venues.

12. The arts group shall take out adequate insurance policy (including third-party liability insurance) for programmes organised under the Scheme. The arts group shall also purchase a third-party liability insurance of a minimum of HK$10 million and appropriately list the school as an insured party, and provide a copy of the insurance policy to the school for record.

13. The arts group (if the arts group is not a legal person, the signatory) shall indemnify and keep indemnified school against all actions, claims, and demands by any person who suffers or sustains any death, injury, loss or damage arising out of or as a result of the use of Facilities/Venues by the arts group or any person so authorised by it.

14. The arts group shall not make, publish, display or disseminate event related publicity materials that contain false, biased, misleading or deceptive information. The arts group shall not expressly or by implication make reference to the school in any publicity materials without prior permission of the school.

15. The arts group shall take full responsibility and ensure that their activities comply with the legal requirements of Hong Kong, do not involve any content that jeopardises national security, and do not contain violent, pornographic or indecent material. The arts group must also prohibit any members of the arts group from bringing prohibited items into the school premises.

16. The Applicant shall ensure the observance by itself, its servants and agents and by all other persons participating in the rehearsals of the provisions of all applicable laws of the Hong Kong Special Administrative Region and requirements and regulations imposed from time to time by the relevant authorities and the school applicable to the booking and/or in connection with the booking application.

17. The school reserves the right to reject/terminate the arts group's hiring of Facilities/Venues at any time based on its vision and mission or religious beliefs or for whatever reasons, without entitling the art groups to any compensation, apart from a refund of the hire charge for the unused session(s).

18. The arts group should sign the undertaking to ensure full compliance with the aforementioned requirements.

19. If the arts group fails to observe any of the aforementioned Conditions of Use, the school may prohibit its entry to the school and use of the Facilities/Venues, or terminate the hiring of the Facilities/Venues at any time, or the Government may reject subsequent booking applications for use of any of the Facilities/Venues under the "Pilot Scheme on the Use of School Venues by Arts Groups".

Declaration

I, on behalf of _____ (Name of the Arts Group), undertake to observe the Conditions of Use of School Facilities/Venues by Arts Groups above.

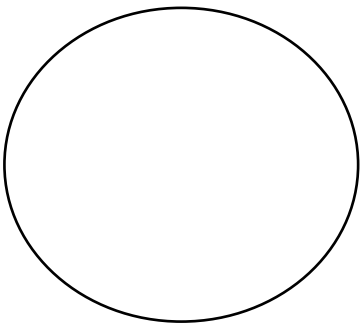
Signature: _____

Name of Applicant/Signatory*: _____

Position held by Applicant/Signatory*: _____

Date: _____

Chop of the Arts Group Represented:



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