



	Plaza
Ordinary Bookings	<p>Ordinary Booking applications are accepted not less than 2 months but not more than 5 months in advance of the month of hire and processed collectively (e.g. applications for July – October 2021 are accepted in May 2021).</p> <p>Completed application forms shall reach the booking office of Kwai Tsing Theatre or via on-line application of e-APS at http://www.lcsd.gov.hk/eaps before 5:30pm on the last working day* of the month. A reply will be issued within 14 working days thereafter.</p> <p>If there is more than one applicant applying for the same slot, applications will be considered by taking into account the following factors and weightings:</p> <ul style="list-style-type: none">- Nature of the proposed event (30%) Performing arts-related activities will be given preference- Artistic merit of the proposed event (40%) Activities with good artistic merit will be given preference- Value of the proposed event to the promotion of arts and culture in the community (10%) Activities contributing to the promotion of arts and culture in the community will be given preference- New applicant organising arts-related events or not/ organising ability of past successful Hirer, and duration of period applied for (20%) <p>Should competing applicants score the same marks in the aforesaid stage, the applications will be further considered by taking into account the following factors which carry the same scoring weighting:</p> <ul style="list-style-type: none">- Interval between the proposed date of hire and the last successful booking of the same facility- Number of days booked at the same facility within the 12 months preceding the proposed date of hire <p>If, after the aforesaid two stages of assessment, there is still more than one applicant scoring the same marks, the slot concerned will be allocated by ballot through the computerised booking system.</p>
Late Bookings	<p>Applications are accepted within 2 months up to 14 working days from the date of the proposed event and will only be considered on individual merit subject to operational feasibility. Applications will be processed in one lot on a weekly basis. Completed application forms will be accepted during office hours on working days before 5:30 p.m.</p>
Special Bookings	<p>Events requiring a longer lead-time for planning and preparation (e.g. cultural performances involving renowned visiting artists or of major and special scale) are eligible to apply for Special Bookings. Special Booking applications are accepted not less than 6 months but not more than 12 months in advance of the month of the hire. Completed application forms shall reach the booking office of Kwai Tsing Theatre or via on-line application of e-APS at http://www.lcsd.gov.hk/eaps before 5:30pm on the last working day* of the month. A reply will be issued within 14 working days thereafter.</p>
Indoor Related Bookings	<p>Applications are accepted together with the booking applications for the related indoor events (at Kwai Tsing Theatre Auditorium and/or Black Box Theatre). Applications for use of Plaza will be processed together with the indoor venue booking applications.</p>
Supporting Documents	<p>For organisations, the booking applications shall include copies of :</p> <ol style="list-style-type: none">(i) Certificate of incorporation under the Companies Ordinance Cap. 622; or(ii) Notification of establishment of a society under the Societies Ordinance Cap. 151; or(iii) Certificate of registration of a society under the Societies Ordinance Cap. 151; or(iv) Certificate of registration on the list of approved charitable institutions or trusts of a public character; or(v) Certificate of registration of a school or certificate of incorporation under the Education Ordinance Cap. 279.

Plaza	
Application Procedure for Concessionary Rates for Non-profit Organisations Scheme	<p>(1) The applicant shall furnish the following together with the application form :-</p> <p>(a) (i) Certificate of incorporation under the Companies Ordinance Cap. 622; or (ii) Certificate of registration or notification of establishment of a society under the Societies Ordinance Cap. 151; or (iii) Certificate of registration on the list of approved charitable institutions or trusts of a public character; and</p> <p>(b) a copy of the Memorandum (if any) and Articles of Association or the Constitution duly signed by the Chairman and one other office-bearer to the effect that it is a true copy. The Memorandum (if any) and Articles of Association or the Constitution of the applicant must include a clause specifying that members do not take any share of the profits or any share of the assets upon dissolution.</p> <p>(2) The applicant is required to submit a copy each of all relevant publicity materials one month before the event. A copy of the house programme, if applicable, shall also be submitted on or before the first day of the event.</p> <p>(3) The approval of concessionary rates is subject to the applicant's absolute compliance with the criteria for Concessionary Rates for Non-profit-Making Organisations Scheme (please refer to Scale V(D) of the Kwai Tsing Theatre Scales of Hire Charges) and observance of the Terms and Conditions of Hire. If the applicant fails to observe this condition or any information provided by the applicant is found to be untrue, the Department reserves the right to charge the full normal rates and recover all outstanding amounts.</p> <p>(4) The Department reserves all right to interpret the criteria under this scheme and to decide whether the applicant is eligible for concessionary rates. The Department's decision shall be final.</p>
Remarks	<p>(1) All information and documents submitted by the applicant in support of the booking application shall be update, valid and subsisting with regard to the legal status of the applicant/organisation. The applicant shall provide any further information and documents in respect of any changes thereto.</p> <p>(2) The applicant may be liable to be prosecuted should any false information and/or invalid documents be provided in the booking application.</p> <p>(3) It is an offence under the Prevention of Bribery Ordinance Cap. 201 for any applicant/ its members, employees, agents and contractors to offer any advantage to any officer of the Department in connection with the booking application or in connection with dealings of any kind with the Department.</p>
<p>Enquiries : 2406 7505 Monday to Friday from 9am to 5:45pm (except public holidays)</p> <p>Fax : 2944 8743</p> <p>Address : Kwai Tsing Theatre, No.12 Hing Ning Road, Kwai Chung, N.T.</p>	

* Working day refers to Monday to Friday except public holidays

Basic Hire Charges

Purpose	Service	Normal Rate	Concessionary Rate (See Note 2)
Performances, meetings, seminars or any events which are open to the general public of free admission (See Note 1)	Basic charge for each 4 hours during 9am-6pm	\$5,200	\$1,820
	Charge for each hour or part thereof in excess of 4 hours	\$1,310	\$460

Note 1 : Charges for use of the Plaza is for the provision of the venue with basic electricity supply (i.e. 1 no. of 63 Amp x 3 phases or 1 no. of 32 Amp x 3 phases; and 2 nos. of 15 Amp sockets or 4 nos. of 13 Amp sockets) only ; no special cleansing service, crowd control service, security, technical equipment or services will be provided

Note 2 : Concessionary rates are not applicable to bookings made outside normal booking hours (9am – 6pm) of the Plaza.

Kwai Tsing Theatre Plaza

Conditions of Use

All the following conditions will be applied to all bookings in addition to the Kwai Tsing Theatre Terms and Conditions of Hire. Unless otherwise specified, the words and expressions used in these conditions shall have the meanings assigned to them by the Kwai Tsing Theatre Terms and Conditions of Hire.

	Condition	Description
1.	Hirer / Presenter	<ul style="list-style-type: none"> • The Hirer/Presenter must be a society registered under the Societies Ordinance, or an organization registered under the Companies Ordinance, or formed by Statute and registered on the list of approved charitable institutions or trusts of a public character. It must be a non-profit-making organization with a provision in its Constitution or Memorandum and Articles of Association or Ordinance or Trust Deed specifying that its members do not take any share of profits or any share of its assets upon its dissolution.
2.	Joint Presenter / Associate Organiser	<ul style="list-style-type: none"> • If there is joint presenter/associate organiser, duly signed letter with heading and organisation chop is required from the Hirer if it is not declared in the application form. The registration document of the organisation should also be submitted; and • The public liability insurance mentioned above should include the joint presenter.
3.	Public Event	<ul style="list-style-type: none"> • The event to be held at the Plaza shall be opened to the general public and shall be free of charge; and • The event shall not clash with the activities to be held inside the Kwai Tsing Theatre.
4.	Use of Hiring Unit	<ul style="list-style-type: none"> • The Hirer shall not, or shall attempt to, without the prior permission of the Leisure and Cultural Services Department (herein called “the Department”), do any of the following: <ol style="list-style-type: none"> (a) use the Unit for a purpose other than stated in the application form; (b) change the nature of the event; (c) use / occupy any area other than the approved area and time of use; and (d) obtain or change a sponsor.
5.	Noise Control	<ul style="list-style-type: none"> • The Hirer shall follow the “Noise Control Guidelines for Music, Singing and Instrument Performing Activities” issued by Environmental Protection Department (https://www.epd.gov.hk/epd/sites/default/files/epd/english/environmentinhk/noise/help_corner/files/a_entgui_c.pdf) to ensure that noise levels from the activities should not be more than 10db above the prevailing background noise level which would cause disturbance to others; • The Hirer shall appoint an appropriate person to monitor the noise situation by means of sound level meters at a nearby noise sensitive receiver near Plaza, preferably the most affected one, as far as possible. He shall record the results in Noise Monitoring Form and submit to the staff of the Theatre for archive after the event is ended; and • According to Clause 5 under Cap. 400 Noise Control Ordinance, any person who at any time in any domestic premises or public place – <ol style="list-style-type: none"> (a) plays or operates any musical or other instrument, including any record or cassette player or radio or television apparatus; (b) uses any loud-speaker, megaphone, or other device or instrument for magnifying sound; (c) plays any game or engages in any pastime; or (d) carries on a trade or business, the noise of which is a source of annoyance to any person commits an offence.
6.	Sponsorship	<ul style="list-style-type: none"> • The Hirer shall not accept commercial sponsorship without the prior consent of the Department; and • Any publicity, acknowledgement and activities, including but not limited to the distribution of the sponsors’ commodities, at a charge or otherwise, in relation to the sponsorship shall be subject to the prior approval of the Department.
7.	Publicity Materials	<ul style="list-style-type: none"> • The Hirer shall submit to the Department the sample of publicity materials, including banner, flags, display boards and backdrop etc., and provide details of the content, design and wordings. The publicity materials shall only be displayed after getting the approval of the Department; • The Hirer shall not make, publish, display or disseminate event-related publicity materials that contain false, biased, misleading or deceptive information; and • The Hirer shall not, with a view to promoting or publicising 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 Department.

	Item	Descriptions
8.	Display of Advertisement or Commercial Logo	<ul style="list-style-type: none"> The Hirer shall not display any advertisement or commercial logos at the Plaza without prior permission of the Department. Tobacco advertisement is strictly prohibited at the Plaza.
9.	Sales of Commodity	<ul style="list-style-type: none"> The Hirer shall ensure that sales activities of whatever nature are not allowed at the Plaza, except for handicrafts/commodities produced by the presenter or its affiliating members and with the prior consent of the Department; and The Department may at its discretion stop or suspend any such sales activities at any time and for such period as the Department deems fit.
10.	Damage to or loss of property/ Injury to Person	<ul style="list-style-type: none"> The Hirer shall indemnify the Department against all claims, demands, actions or proceedings in respect of damage to or loss of property or injury to any person which shall arise from the negligence, recklessness or wilful misconduct of the Hirer, or its authorised personnel during the activity at the Plaza; and The Hirer shall also 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.
11.	Damage of Facilities	<ul style="list-style-type: none"> Should any Government equipment or property issued to or hired by the Hirer be lost, damaged, destroyed, stolen or removed during the event, 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.
12.	Public Liability Insurance	<ul style="list-style-type: none"> The Hirer shall deposit a public liability insurance of a minimum of \$10 million in the joint names of The Government of HKSAR (or 香港特別行政區政府) and the Hirer and joint presenter (if any), with such insurer and on such terms and at such amount as shall be approved by the Department to cover any personal injuries and loss of or damage to properties against any claims in accordance with Conditions 10 above; The insurance location should be “Kwai Tsing Theatre Plaza” or “葵青劇院廣場” which should include liability arising from installation, event and dismantling in one insurance; and A valid public liability insurance policy and the receipt of premium shall be submitted seven days prior to the event.
13.	Erection of Structures	<ul style="list-style-type: none"> The Hirer shall obtain the approval of the Department before erecting any permanent or temporary structure at the Plaza; The Hirer shall comply with relevant laws and regulations (including but not limited to the Buildings Ordinance, the Waterworks Ordinance, Fire Services Ordinance and the Electricity Ordinance) in respect of the erection of structures and installation of water and electricity supplies; and Surveyor's report may be required for backdrop, ground support, light truss etc. as per the request of the Department.
14.	Electricity Supply and Installation	<ul style="list-style-type: none"> In arranging any electrical installations in the Plaza, the Hirer has to comply with the Electricity Ordinance (Chapter 406) 1990 which has been enforced since 1992 stipulating that any electrical works including temporary installation of power supply, alternation, connection or disconnection of wiring of equipment or lighting fitting(s) should be tested and certified in good and safe operation condition by a registered electrician who will then issue a work completion certificate (WR(1)) endorsed by the corresponding registered electrical contractor showing the above work is completed. The work completion certificate (WR(1)) has to be submitted to the Manager before the electrical installation is energised for use.
15.	Furniture and Equipment	<ul style="list-style-type: none"> The Hirer shall provide all furniture and equipment and he / she shall not use or cause to be used any of the Department's facilities or properties unless with prior express consent of the Department.
16.	Emergency Vehicular Access	<ul style="list-style-type: none"> The Hirer shall keep the emergency vehicular access clear of any structures and fixtures at any time during the preparation, actual operation, dismantling and clearing off of the event.

	Item	Descriptions
17.	Public Order and Safety	<ul style="list-style-type: none"> • The Hirer shall be responsible for the crowd control of the event; • The Hirer, the performer(s) or any person authorised 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. The Hirer shall not permit the performance of any act, or the display of any material which is likely to encourage hatred against or fear of any person; or which is based on malicious or unfounded allegations and is likely to encourage hatred against or fear of any person; • The Hirer shall consult the Hong Kong Police Force and other competent authorities in respect of the requirement of any licence and permission for holding the event; and • The Hirer shall arrange a registered and qualified medical practitioner to stand by during the Event to attend to any untoward incidents, if required.
18.	Public Health	<ul style="list-style-type: none"> • To prevent the spread of communicable disease and to maintain public health, members of the public may be required to undergo temperature check or health check before entering the hiring unit of the Plaza, and admission may be prohibited if such person refuses to undergo the above-mentioned check. The Hirer shall also pay attention to participants' personal health care conditions, and remind those having respiratory symptoms should refrain from participating in the events and seek medical advice promptly.
19.	National Anthem Ordinance	<ul style="list-style-type: none"> • The Hirer is required to observe and comply with the National Anthem Ordinance (Instrument A405) should the events involve the playing and singing of the national anthem. The Hirer is also requested to inform the Assistant Manager (Operations) of any playing and singing of the national anthem in the events at least 4 weeks in advance. For details, please visit: https://www.elegislation.gov.hk/hk/A405. The standard score and the official recording of the national anthem can be found on the website of the Constitutional and Mainland Affairs Bureau: https://www.cmab.gov.hk/en/issues/national_anthem_occasions.htm
20.	National Flag & National Emblem Ordinance and Regional Flag & Regional Emblem Ordinance	<ul style="list-style-type: none"> • In accordance with the National Flag & National Emblem Ordinance (Instrument A401) and the Regional Flag and Regional Emblem Ordinance (Instrument A602), the Hirer who would like to display and use the national and regional flags or emblems during their booking periods shall ensure that their designs are in compliance with the specifications set out in the respective Ordinances and make prior written applications to the Deputy Director of Administration (Email: flags&emblems@csso.gov.hk or Fax: 2804 6552). The processing time required varies and it takes about 3 to 4 weeks in general. For details, please visit: https://www.elegislation.gov.hk/hk/capA401 (National Flag and National Emblem Ordinance) https://www.elegislation.gov.hk/hk/capA602 (Regional Flag and Regional Emblem Ordinance)
21.	Safeguarding National Security	<ul style="list-style-type: none"> • The Hirer shall ensure the observance by himself, his servants and agents and by all other persons admitted to any facilities hired by him of the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region and the laws of the Region in relation to the safeguarding of national security, and shall not engage in any act or activity which are not in compliance with the said legislation.
22.	Other Legislation	<ul style="list-style-type: none"> • The Hirer shall ensure the observance by himself, his servants and agents and by all other persons admitted to any facilities hired by him of the Public Health and Municipal Services Ordinance Cap. 132 and all subsidiary legislation made thereunder, 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 applicable to the booking and/or in connection with the booking application.
23.	Cleanliness	<ul style="list-style-type: none"> • The Hirer shall keep the ground clean and tidy at all times; and • Clearance of props, sets, equipment, furniture, publicity materials, decoration, junk and refuse and temporary fixtures shall be carried out by the Hirer immediately after the event.
24.	Location Filming / Video Recording	<ul style="list-style-type: none"> • Location filming / video recording for the event should be applied at least 10 working days in advance of the shooting; • If the filming / recording content is to be shared openly, it has to be charged. In addition to the basic hire charges, the filming / recording charge is \$8,860 for the first 4 hours and \$1,770 for each subsequent 4-hour block; • If the video recording is for archival purpose, prior application should be made to waive the charges; and • The approval document of location filming / video recording should be presented to the staff of the Theatre before shooting.

	Item	Descriptions
25.	Film Screening	<ul style="list-style-type: none"> For events involving public exhibition of films, a Certificate of Approval / Exemption is required as defined in the Film Censorship Ordinance (Cap.392). (Enquiries: 2594 5788 / 2594 5762)
26.	Fund-raising Activity / Collection of Donation	<ul style="list-style-type: none"> No on-site collection of donations is allowed, unless the following conditions are complied with: <ol style="list-style-type: none"> the on-site collection of donation is part of the event for which the Unit is hired; the Hirer shall apply in advance for a “Public Subscription Permit” from the Social Welfare Department or a “Public Fund-raising Permits” from the Home Affairs Department; and a confirmation letter from the charitable institutions(s)/organisation(s) receiving the donations is produced. * For fund-raising activity, the Hirer shall obtain a Public Subscription Permit from the Social Welfare Department for charitable fund raising event as defined in Section 4(17)(i) of Summary Offences Ordinance (Cap.228). (Enquiries: 2832 4311); for any collection of money for any other non-charitable purpose, the hirer has to apply for a permit from the Home Affairs Department prior to the event. (Enquiries: 2835 2500)
27.	Drawing of Lottery	<ul style="list-style-type: none"> For drawing of lottery, the Hirer shall obtain an Amusements with Prizes Licence or Lottery Licence from the Office of the Licensing Authority, Home Affairs Department. (Enquiries: 2116 5230 (Amusement with Prizes Licence), 2117 3916 / 2117 3798 (Lottery Licence)
28.	Provision of Food	<ul style="list-style-type: none"> For the purpose of heating up pre-cooked food for sale and/or distribution, the Hirer shall obtain a Temporary Food Factory License to be issued by the Food & Environmental Hygiene Department and comply with the conditions therein. (Enquiries: 3183 9234); The Hirer shall prohibit the use of fuel of any means other than electricity; and Any unauthorized distribution or sale of food is prohibited.
29.	Lion / Dragon / Unicorn Dance	<ul style="list-style-type: none"> For Lion / Dragon / Unicorn Dance, the Hirer shall obtain a license from the General Licensing of Hong Kong Police Force as defined in Section 4C of Summary Offences Ordinance (Cap.228). (Enquiries: 2860 6551)
30.	Pyrotechnic Special Effects	<ul style="list-style-type: none"> For Pyrotechnic Special Effects, the Hirer shall obtain a license from the Special Effects Licensing Unit of the Create Hong Kong as defined in Section 14 of Entertainment Special Effects Ordinance (Cap.560). (Enquiries: 2594 0465 / 2594 0466)
31.	Other Licences / Approval from Relevant Authority	<ul style="list-style-type: none"> Other than conditions 25-30 above, the Hirer shall obtain licences and permits from the concerned authorities included but not limited to the following, if appropriate: <ol style="list-style-type: none"> Immigration Department (Employment and Visit Visas Section, enquiries: 2824 6111); Labour Department (Labour Inspection Division, enquiries: 2852 4142); Civil Aviation Department (Air Services and Safety Management Division, enquiries: 2910 6611); Office for the Communications Authority (Office for Film, Newspaper and Article Administration, enquiries: 2594 5788 / 2594 5762).
32.	Suspension / Cancellation	<ul style="list-style-type: none"> The Department may at its sole discretion at any time and for such period suspend the use of the Plaza, or restrict the extent or area of the Plaza to be used by the Hirer; The Department shall not be liable for any loss or damage which the Hirer may incur or suffer arising from such suspension and restriction except that the Department may at its sole discretion refund a reasonable portion of the hire charge (if already fully paid) for the period of such suspension or restriction; and The Department shall revoke the permission of the use of the Plaza at any time depending on the circumstance and shall not be liable for any direct or indirect loss or expenses which the Hirer may suffer or incur due to the cancellation.
33.	Cancellation of Event	<ul style="list-style-type: none"> The Department shall not be liable to provide alternative or replacement venue to the Hirer under any circumstances whatsoever; and If the Hirer decides to cancel the event or any part thereof for any reasons, including but not limited to inclement or change of weather conditions, the Department shall not be liable for any direct or indirect loss or expenses which the Hirer may suffer or incur due to the cancellation.

	Item	Descriptions
34.	Hire Charges	<ul style="list-style-type: none"> • For Hirer of indoor facilities applying for the use of the Plaza, the Hirer shall pay the relevant hire charges in the manner applicable to their indoor bookings; • In the case of an Ordinary Booking of the Plaza, 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 Scales 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; • In the case of a Special Booking of the Plaza:- <ul style="list-style-type: none"> (a) If the Hirer shall at or before the Confirming of Booking confirm to the Manager 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:- <ul style="list-style-type: none"> (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 Scales 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 Scales 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 Applicable Scales 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 Scales 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 Scales of Hire Charges shall be payable not later than two months before the first day of the Collective Confirmed Period of Hire; • In the case of a Late Booking of the Auditorium, Black Box Theatre or Plaza, a deposit in the amount equivalent to the basic hire charges at the rate as specified in the Applicable Scales of Hire Charges shall be payable in full immediately upon submission of the Confirmed Booking Form;
35.	Cancellation of Booking	<ul style="list-style-type: none"> • Where a Confirmed Booking of the Plaza is cancelled by the Hirer: <ul style="list-style-type: none"> (a) In the case of a booking associated with the hire of indoor facilities, forfeiture arrangements shall follow the terms applicable to the indoor bookings; (b) In the case of the Plaza: <ul style="list-style-type: none"> (i) two months or more before the first day of the Confirmed Period of Hire, an amount equivalent to 25% of the basic hire charges at the rate as specified in the Applicable Scales of Hire Charges in respect of such Booking so cancelled shall be forfeited to the Department as liquidated damages; or (ii) less than two months before the first day of the Confirmed Period of Hire, an amount equivalent to the basic hire charges at the rate as specified in the Applicable Scales of Hire Charges in respect of such Booking so cancelled shall be forfeited to the Department as liquidated damages. • If the Department at his discretion should see fit to so direct, the above forfeiture shall not apply to the case where the cancellation is due to the hoisting of Typhoon Signal No.8 or above/Black Rainstorm Warning.

The Department reserves the right to revise and augment other special conditions for particular purposes or occasions other than the conditions specified above whenever necessary.