

Conditions of Use of LCSD Recreation and Sports Facilities

1. All hirers/users must observe the Pleasure Grounds Regulation, and any direction given by the management staff of the facilities.
2. The hirer must be one of the players using facilities. The hirer must produce the valid permit/approval letter for verification and registration before using the facilities. The permit/approval letter is not transferable.
3. The booked facilities will only be used for the designated function of the facilities, unless with prior approval of the management. If any applicant wishes to use the facility for any other activity, the applicant should seek advice and agreement from the venue management before making the booking. The management may not permit such other use on the spot by the hirer if without prior agreement.
4. All users must wear appropriate attire, footwear, use appropriate equipment, protective gears as necessary and observe all safety rules and conditions of the sport/activity.
5. Users may be required to produce their receipts/permits, recognised qualification and original copy of identity documents used for registration when making booking: Hong Kong residents should produce their Hong Kong Identity Cards (Birth Certificates / Documents of Identity for Visa Purposes also acceptable for children aged below 11). Children aged 14 or below may produce a copy of their identity documents. The original of a valid photograph-bearing student handbook / card should also be produced if their identity documents supplied do not bear a photograph. Persons without Hong Kong Identity Cards should produce their valid travel documents (such as Passports, Exit-Entry Permits for Travelling to and from Hong Kong and Macao) for verification and registration at the check-in counter before using the facilities or during the booked session.
6. Smoking is strictly prohibited inside the sports facilities.
7. All users must leave the activity area when their booked session/hour is over. All hired/borrowed equipment should be returned at the same time.
8. If an organization, having booked a session, fails to turn up or fully utilize the facilities without satisfactory explanation, LCSD reserves the right to refuse to accept further bookings.
9. Water sports centres will be closed on the issue of tropical cyclone signal No. 3 and above. The management may also exercise discretion to close the facilities when, in its opinion, that the facilities are unsuitable for use from safety or operation point of view.
10. Persons who aged 60 or above, full-time students, or disabled persons are eligible for concessionary rates. LCSD shall not allow a hirer to use a facility if he/she is not eligible for concessionary rate but has nonetheless booked the facility with concessionary rate by claiming to be so eligible.
11. Except where the hirer is a disabled person, in order to enjoy concessionary rates for the use of facilities, the hirer and all his/her partner(s) should be eligible for concessions. Subject to Condition 15 below, if any partner(s) of the hirers are found not eligible for concessions, the hirer will be required to immediately top up the shortfall between concessionary rate and

normal rate. Failure to do so will result in those users who are not eligible for concessions being required to leave the facility.

12. Hirers/users enjoying concessionary rates are required to produce proof of eligibility for concession, e.g. student cards, registration card for persons with disabilities, Senior Citizen card issued by the Social Welfare Department or identity card for verification at the check-in counter before using the facilities or during the booked session.

13. No distinction should be made between local and overseas individual in granting the concessions. Both local and overseas individual of the specific categories are eligible for the same concession.

14. Overseas schools and subvented non-governmental or disabled organizations are not eligible for the concession.

15. Disabled persons are eligible to use the booked session(s) at concessionary rates with the company of an accompanying carer with a maximum ratio at 1:1. Accompanying carers of disabled persons when using facilities that require payment by individual hirers/users are also eligible for concessionary rate on a ratio at 1:1.

16. Under normal circumstances, application from a hirer to transfer a confirmed booking to a different time will be deemed to be a cancellation and the fees paid will be forfeited.

17. If a confirmed booking has to be cancelled by the management owing to inclement weather or any unforeseen circumstances in accordance with Condition 9, the hirer may apply for reallocation or refund of the unused time of the session within 30 days, inclusive of the day of the original booking. However, the management does not guarantee the availability of any suitable session for reallocation, for reasons including but not limited to scheduled maintenance works, prevailing booking situations of the facility or any other circumstances. In such case, refund of hire charge will be arranged.

18. The hirer shall be responsible to meet the cost of repairing any damage caused to the facility, 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 facility.

19. All injuries to participants or any other party, as well as damage to the facility, must be reported to the management immediately.

20. Except with the written approval of LCSD, the applicants, being either the sole or joint organizer of an event, shall be responsible for all the administrative work of the events including recruitment, enrollment, publicity, fee collection, employment of staff etc., in order to enjoy priority of booking.

21. The hirer shall indemnify and keep indemnified LCSD 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 the recreation and sports facility by the hirer or any person so authorized by him due to the negligence on his part or on the part of such authorized person.

22. At the discretion of the Department, users can be granted free use of vacant facility for the booked type of use that is paid for but not taken up by the original hirer 10 minutes after the starting time on condition that there is no other vacant facility available for booking at the

same time. The free user(s) have to surrender the facility back to the original hirer immediately upon arrival of the original hirer. Persons who wish to make use of such facility should approach the booking counter on the spot for free use on a first-come-first-served basis. Registration for use of these temporarily vacant facilities, if any, will commence after the start of each hour/session. Persons who have not booked or used a session of such facility on that day will be granted a higher priority. Centre manager/duty manager may cancel/suspend such free use arrangement at any time if there is suspected abuse of such free use by any person, including unauthorized transfer/sale of the use, as may be determined by the centre manager/duty manager on the spot.

23. LCSD may refuse any person from using the facility if he/she does not observe the Conditions of Use or remove any person from the facility if he/she is in breach of the Pleasure Grounds Regulation (Public Health and Municipal Service Ordinance, Cap 132) or other regulations in force. In such event, the booking will be cancelled automatically and the paid fees forfeited.

24. For uses involving temporary structure (other than those provided by the centre), public admission and of high risk nature, SLSM/centre manager may require the hirer to take out suitable insurance coverage to protect the interests of both the hirer and the government. The prevailing level of insurance amount against the indemnity set by LCSD shall be applied to meet the scale/nature of the use/event.

25. For events involving overseas teams (including those from the Mainland), the applicant should consult the governing sports body, viz. the National Sports Association, for advice/agreement on the proposed use according to the practice of international sporting events to ensure that these events comply with the requirement of the governing sports body for the safety of the athletes and the spectators.

26. The hirer shall not make, publish, display or disseminate event related publicity materials that contain false, biased, misleading or deceptive information. The hirer shall not expressly or by implication make reference to LCSD in any of the publicity materials without prior written permission of the Department. 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 this provision.

27. The hirer should not arrange any public admission during the use of the booked facility as spectators, without the prior approval of the management.

28. On the basis of the nature of use/activity of the hirer, the management may stipulate any maximum user capacity of the booked facility on ground of public safety and management consideration.

29. LCSD reserves the right to reject/cancel the booking without giving prior notice to the applicant/hirer and also to restrict the number of users and/or spectators entering the centre or to refuse entry of any person upon the health ground or any other reason and/ or impose further conditions for use of the centre.

(revised in February 2014)