

VESSEL by HKALPS Limited
Terms and Conditions for Hirer
For using “VESSEL” at 86, 90 and 126 Hoi Bun Road, Kwun Tong

1. Interpretation

In these Terms and Conditions, unless the context otherwise requires,

- (a) “Booking Committee” means the Booking Committee of HKALPS;
- (b) “Event” means the programmes, events, activities, performance and/or entertainment held or organised by the Hirer at the Venue;
- (c) “Event Period” means the period of the use of the Venue by the Hirer, commencing from the time that the Hirer starts accessing the Venue to prepare for the Event until the Hirer moves out from the Venue after completion of dismantling to the satisfaction of HKALPS;
- (d) “Government” means the Government of the Hong Kong Special Administrative Region;
- (e) “Hirer” means a person, company or organization who applies for the use of the Venue for holding or organising any event, activity, performance or entertainment;
- (f) “HKALPS” means the HKALPS Limited;
- (g) “Keeper” (管理人員) means any person appointed to be a keeper of the Venue by the HKALPS Limited;
- (h) “Landlord” means the Government of the Hong Kong Special Administrative Region;
- (i) “Tenancy Agreement” means the tenancy agreement dated 7 October 2016 signed between the Government and HKALPS;
- (j) “User Guidelines” means the “User Guidelines” for hirers of “VESSEL”
- (k) “VESSEL” means any part or parts of VESSEL, one or more of 01, 02 and 03 at 126, 90 and 86 Hoi Bun Road, Kwun Tong respectively, the building and structures erected on VESSEL, and/or loose furniture, fixtures, fittings, installations and facilities at VESSEL;

Capitalised terms used in these Terms and Conditions shall have the same meanings as in the Tenancy Agreement unless otherwise stated herein or the context otherwise requires.

In these Terms and Conditions, the masculine gender shall include the feminine and the neuter and the singular number include the plural and vice versa. Reference to persons shall include individuals and bodies corporate.

By applying for the use of the Venue, the Hirer agrees to accept and shall abide by and be bound by these Terms and Conditions.

2. General covenant

The Hirer shall ensure the observance by himself, his staff and agents and by all other persons admitted to the Venue by or through him of:

- (a) The covenant on the part of the Tenant under Clause 4(1) of the Tenancy Agreement which is reproduced below:

That the Tenant shall not do or permit or suffer anything to be done at any time in or upon the Premises or any part thereof which may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause damage or inconvenience to the Landlord or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises;

- (b) any legislative enactments and requirements or regulations imposed from time to time by the HKSAR Government and the relevant authorities that are applicable to the use of VESSEL so approved hereto;
- (c) the guidelines on good practices in using the Venue;
- (d) these Terms and Conditions as may be amended or updated by HKALPS from time to time; and
- (e) any other rules, regulations and special conditions prescribed by HKALPS from time to time as the Event so requires.

3. Use of the Venue

- (a) The Hirer shall be one of the users of VESSEL, and shall NOT assign, transfer or sublet any part of VESSEL to other users without the prior written permission from the Booking Committee of HKALPS.
- (b) All events to be held at VESSEL shall be relating to arts, creativity, education, urban farming, community services or HKALPS initiatives, unless there is with the prior written permission of the Booking Committee of HKALPS.
- (c) The Hirer shall be responsible for keeping VESSEL clean during the Event Period and properly dealing with or disposing all the refuses generated from the Event before handing back VESSEL to HKALPS. The Hirer shall hand back VESSEL to HKALPS in a clean and proper state and condition to the satisfaction of HKALPS.
- (d) The Hirer shall NOT make, publish, display or disseminate event related publicity materials, whether relating to the Event or otherwise, that contain false, biased, misleading or deceptive information. The Hirer shall not expressly or by implication make reference to HKALPS in any of the publicity materials without the prior written permission of HKALPS. The Hirer shall indemnify and keep indemnified HKALPS and its directors,

employees and agents against all claims, demands, actions or proceedings arising from any breach or non-observance of this provision.

- (e) The Hirer should not arrange for admission of the public as spectators of the Event, without the prior written approval of Booking Committee.
- (f) HKALPS does NOT guarantee or warrant that VESSEL may be used for the purpose of the Event.

4. Use of public address or sound amplification system

The Hirer shall ensure that the noise level of the Event is kept at a reasonable level without causing noise nuisances or annoyance to visitors or the neighborhood, and shall comply with the requirements of the Environmental Protection Department.

5. Refreshment, merchandise, gifts and raffles

In addition to Clause 8 below, the Hirer shall obtain the prior written permission of the Booking Committee of HKALPS for selling or distributing any food, drinks or commodities, or holding a raffle or lucky draw at VESSEL.

6. Public safety

The Hirer shall:

- (a) be responsible for maintaining the crowd control and order of the Event during the Event period;
- (b) keep the Emergency Vehicular Access (EVA) at the Venue clear and free from obstruction at all times;
- (c) obtain the prior written permission of the Booking Committee of HKALPS on the setting up of any temporary buildings, structures, fixtures and/or display, and/or the dissemination of any artifacts, publicity materials, or decorations at the Venue; and
- (d) employ registered electrical contractors/workers to conduct and carry out electrical and mechanical installations at the Venue; and
- (e) alert users on the potential risk of possible falling objects from the flyover above the Venue.

7. Intellectual property rights

The Hirer shall ensure that the Event and any items related to the Event do not infringe any intellectual property rights of any persons. The Hirer shall indemnify and keep HKALPS and its directors, officers, employees and agents indemnified against all losses, damages, costs, expenses, claims, demands, actions or proceedings arising from any infringement or possible infringement of intellectual

property rights.

8. Licences and permits

The Hirer shall at his own cost and expense obtain and maintain throughout the Event period all the approvals, licences, and permits and consents which by any enactment or otherwise are required for, applicable to, or otherwise howsoever in connection with or in relation to the Event, the use of VESSEL, the holding of the Event at VESSEL or any part thereof, and/or any entertainment, performance, programmes, activities or functions at any part or parts of VESSEL during the Event Period. The Hirer shall submit all such approvals, licences, permits and consents to HKALPS before the commencement of the Event Period in any event not later than one week before the first day of the Event, and shall at all times perform, observe and comply with the terms and conditions of all such approvals, licences, permits and consents may include but are not limited to the following examples:. Such licences or permits, including but not limited to the following examples:

- (a) For entertainment, Temporary Places of Public Entertainment Licence issued by the Food and Environmental Hygiene Department (FEHD) is required;
- (b) For music performances, licences issued by the Composers and Authors Society of Hong Kong Limited (CASH), Hong Kong Recording Industry Alliance Limited (HKRIA) or Phonographic Performance (South East Asia) Limited (PP(SEA)L) might be required; and royalty payment to be paid to relevant party by Hirer;
- (c) For donations or fund-raising activities, permission from the Social Welfare Department or the Home Affairs Bureau (via Headquarters of Home Affairs Department) might be required;
- (d) For any amusement games or games with prizes, permission from the Office of the Licensing Authority of the Home Affairs Department (HADLA) for the Amusements with Prizes Licence (AWPL) is required. According to the Gambling Ordinance, it is required to obtain a Temporary Places of Public Entertainment Licence from the FEHD before HADLA can process the application for the issue of AWPL.

- (e) For events involving overseas teams (including those from the Mainland), the applicant should consult the governing sports body, viz, National Sports Association (NSA) concerned, for advice/agreement on the proposed use according to the practice of international sporting events to ensure that these events comply with the requirements of the governing sports body for the safety of the athletes and spectators.
- (f) Insurance: The Hirer shall at its own cost and expense procure and maintain as appropriate a policy or policies of insurance, including public liability, with appropriate insurance agents against public liability for death, injury, loss or damage from whatever cause arising from the use of VESSEL during the Event Period. HKALPS reserves the right to request and require the Hirer to place additional insurance if deemed necessary by HKALPS. For uses involving the erection of temporary structure (other than those provided by VESSEL), public admission and of high risk nature, HKALPS requires a suitable insurance coverage to protect the interest of both the Hirer and HKALPS. The prevailing level of insurance amount against the indemnity set by HKALPS shall be applied in commensurate with the scale/nature of use/event. Certificate of Insurance should be sent to HKALPS for record at least one(1) week before the event.
- (g) For large exhibit or art piece set up, certificate copy approved by a Certified Person is required. No destructive installation is allowed.

9. Venue property

- (a) The Hirer shall take good care of all equipment, facilities or property of and in VESSEL, or otherwise issued or provided to the Hirer by HKALPS, and shall be responsible for the due return of such equipment, facilities or property to HKALPS in a thoroughly clean, wholesome and properly working condition to the satisfaction of the Keeper.
- (b) In the event that any facilities, equipment or property issued or provided to the Hirer or any part thereof be lost, damaged, destroyed, stolen or removed during the Event Period, the Hirer shall pay to HKALPS on demand for the same at total original cost or the cost of reinstating or replacing any part of such equipment, facilities or property or any part thereof, whichever is the higher, plus 20% as compensation.
- (c) The Hirer shall on demand pay to HKAPLS all costs and expenses incurred by HKALPS in repairing, reinstating, replacing or otherwise making good any defect, loss or damage to VESSEL or any part thereof or any fixtures or fittings therein which may have been caused by the Hirer or his agents, staff

or invitees, or arisen as a result of the Event. The Hirer shall further compensate HKALPS for any loss, damage, cost, expenses or liability whatsoever which may be suffered or incurred by HKALPS as a result of any such defect, loss or damage.

10. Indemnity

- (a) HKALPS and their engaged parties shall NOT be liable for any damage to or loss of any property of the Hirer and his engaged parties or any other person resulting from any cause whatsoever during the Event Period. The Hirer shall indemnify and keep indemnified HKALPS and his engaged parties against all claims, demands, actions and proceedings in respect of such damage or loss;
- (b) The Hirer shall indemnify HKALPS and his engaged parties against all claims, demands, actions or proceedings in respect of (i) the death of or injury to any person which may arise from any accident or occurrence at the Venue; and/or (ii) in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury;
- (c) The Hirer shall indemnify HKALPS and his engaged parties and keep HKALPS and his engaged parties fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which HKALPS and his engaged parties may sustain or incur or which may be brought or established against them 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:
 - i. the negligence, recklessness or willful misconduct of the Hirer, the performer, and their respective employees or agents;
 - ii. the breach or the non-performance or non-observance of any of the provisions of these Terms and Conditions by the Hirer, performer, its employees or agents;
 - iii. any unauthorized act or omission of the Hirer, performer, its employees or agents; or
 - iv. 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, performer, its employees or agents.
- (d) The indemnities, payment and compensation given or made by the Hirer in pursuance of these Terms and Condition and the User Guidelines by the Hirer shall not be affected or reduced by reason of any failure, delay or

omission of HKALPS in exercising its rights under or enforcing any of these Terms and Conditions, or any failure, delay or omission of HKALPS in controlling or taking action in relation to the operation of the Hirer.

11. Breach of Terms and Conditions

Without prejudice to any other rights HKALPS may have, the Keeper may, without notice, cancel, discontinue or terminate the booking/hiring of the venue, or the use of the Venue, by the Hirer, in whole or in part, if the Hirer fails to observe or perform any of the provisions of these Terms and Conditions or the User Guidelines, or in circumstances where public order or public safety, in the opinion of HKALPS, would be endangered during the course of the Event. HKALPS shall not be responsible for any expenses, charges, losses or damages that may arise directly or indirectly from such cancellation, discontinuance or termination. The cancellation, discontinuance and termination will not affect any rights and liabilities of the Hirer arising out of any matters which take place prior thereto.