



MANAGEMENT COMPANY OF OLYMPIC HOUSE LIMITED
Terms and Conditions for Use of Meeting Facilities & Services
at Olympic House

These Terms and Conditions shall govern the use of meeting facilities and the enjoyment of all services at Olympic House (“OH”) or any part thereof by any person, company or organization who hires the facilities, meeting facilities and other services of OH (collectively referred to the “Hirer”) for holding any function, activity, performance, meeting, event or funfair (collectively referred to the “Function”).

The Hirer shall take upon himself the whole risk of the conduct of the Function. Management Company of Olympic House Limited (“MCOHL”) and the Government of the Hong Kong Special Administrative Region the (“HKSAR Government”) shall not be under any liability whatsoever in respect of any accident which may happen at OH. The Hirer is required to provide sufficient safety precautions, insurance coverage and adequate first aid services for all participants of the Function.

1. INSURANCE

1.1 If required by the MCOHL, the Hirer shall effect and maintain the following insurance policies at its own expenses in the joint names of the Hirer, the MCOHL and/or the HKSAR Government, with an insurance company approved by the MCOHL, and the relevant policies are to be deposited with the MCOHL prior to the conduct of the Function.

(A) Public Liability Insurance [in respect of personal injury or death and loss or damage to properties (real or personal)] notwithstanding that the liability to indemnify MCOHL is absolute, with a limit of indemnity of not less than **HK\$10 million** (or for such amount as the MCOHL may from time to time require) for any incident and unlimited in amount for the period of insurance.

2. LIABILITIES

2.1 Damage to or loss of property

The MCOHL, the HKSAR Government and their employees or agents shall not be liable for any damage or loss of any property of the Hirer, his servants or agents or any other person resulting from any cause whatsoever during the period of hire and the Hirer shall indemnify and keep indemnified the MCOHL, the HKSAR Government and their servants and agents against all claims, demands, actions and proceedings in respect of such damage or loss.

2.2 Indemnity

The Hirer shall indemnify the MCOHL and the HKSAR Government from and against all claims, proceedings, demands, costs, charges, expenses, liabilities and actions in respect of the death of or injury to any person (other than a servant of the MCOHL carrying out his duties) which shall arise from any accident or occurrence in OH or any part thereof hired by him or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

2.3 In the event of the Hirer’s employees, agents or contractors suffering any injury or death in the course of or arising out of any activity held at OH and whether there be a claim for compensation or not, the Hirer shall within **seven (7) clear working days** give notice in writing of such injury or death to the MCOHL.

2.4 In the event that OH or any part of it being rendered unfit for the use of which it has been hired, the MCOHL shall not be liable to the Hirer for any resulting loss or damage whatsoever.

3. **USE OF THE VENUE FACILITIES**

3.1 The Hirer shall not, without the prior permission of the MCOHL, do any of the following:

- (A) Use the Venue and relevant facilities for a purpose other than that stated in the Hirer's application; and
- (B) Change the nature of the Function.
- (C) Except with the prior permission of the MCOHL, the Hirer shall not and shall not attempt to assign, sublet or part with possession of the Venue or the facilities or any part of it in any manner whatsoever other than by way of admission to the Venue and facilities for the purpose of participation in or attendance at the Function for which the Venue is hired.

3.2 The MCOHL reserves the right within its discretion to impose special conditions upon the use of any area in OH by the Hirer.

4. **USE OF EQUIPMENT AND FURNITURE**

All equipment and furniture lent or borrowed from the MCOHL must be used inside OH premises and are not allowed to move outside the OH premises.

5. **COSTS OF REPAIR**

5.1 The Hirer shall leave all apparatus, utensils, fixtures, machines or equipment in OH used by him or on his behalf in a thoroughly clean, wholesome and properly working condition to the satisfaction of the MCOHL.

5.2 The Hirer shall repay to the MCOHL on demand the costs of repairing, reinstating or replacing any part of the property in the Venue of OH hired by him, which shall be damaged, destroyed, stolen or removed during the period of hire.

6. **ELECTRICITY SUPPLY**

The Hirer shall not, without the prior permission of the MCOHL, permit any electrical apparatus or fitting to be attached to or used in conjunction with existing electrical fittings in OH.

7. **PERSONNEL, SERVICES AND EQUIPMENT**

7.1 The Hirer shall not, without the prior permission of the MCOHL, use any personnel, audio-visual equipment, stage equipment or services other than those provided by the MCOHL or its contractor, and shall comply in all respects with any conditions with regard thereto which may be imposed by the MCOHL. Provision of all personnel, stage equipment and services is at the absolute discretion of the MCOHL.

7.2 The Hirer shall give to the MCOHL at least **fourteen (14) days** before the commencement of the period of hire details of personnel, facilities, equipment, furniture, and services required together with full details of the proposed use of the venue including sound, lighting and stage equipment, furniture and musical instruments. The MCOHL 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.

8. **AFFIXING TO FIXTURE, FITTING OR FURNITURE**

The Hirer shall not, without the permission of the MCOHL, 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 the Venue.

9. **NOISE CONTROL**

The Hirer shall not cause or permit any noise, particularly noise arising from any construction work in connection with the Function or the operation of sound equipment, that may cause nuisance or annoyance to other hirers or users of OH facilities. The Hirer shall in all respect comply with the provisions of any enactment and regulation or by-law, regulation of public bodies and corporations in respect of noise level and shall keep the MCOHL indemnified against all claims, demands, actions, proceedings, penalties and liabilities of every kind for breach of any such enactment, regulation, by-law or rule.

10. **LICENCES**

The Hirer shall obtain such licences and permits, which by any enactment are required in connection with any entertainment or function in OH during the period of hire and shall perform and observe the terms and conditions of all such licences and permits. A duplicate copy of such licenses or permits shall be presented to the representative of the MCOHL at least **thirty (30) days** before the Function.

11. **COPYRIGHTS**

Hirer shall not hire and use OH for the performance in public of any dramatic or musical work or for the delivery in public of any lecture or address in respect of any matter, in which copyright subsists, without the consent of the owner of the copyright or his authorized agent. The Hirer shall further indemnify the MCOHL and its servants and agents from and against all claims, actions, demands and costs by reason of any infringement of copyright whatsoever occurring during the period of hire.

12. **VIDEO/PHOTO TAKING**

All commercial video or photo taking/film shooting, and related activities by mass media require the prior consent of the MCOHL. Please refer to the "Notes for Film Shooting/Photo Taking and Related Activities at Olympic House" attached at **Annex A** for details. For non-commercial video or photo taking activities, please make enquiries with the MCOHL.

13. **ADVERTISEMENT**

No advertisements on site will be allowed, except with the permission of the MCOHL.

14. **SELLING OF REFRESHMENT OR COMMODITIES**

14.1 All catering services in OH shall be provided by such caterer or caterers as may be designated or approved by the MCOHL.

14.2 Distribution or sale of refreshments or publications or souvenir items or other merchandises on site will not be allowed, except with prior consent and written approval from MCOHL.

15. **ADMISSION FEES OR DONATION**

Collection of ground admission fees or solicitation of donation from participants of the Function is not allowed, except with permission from the MCOHL.

16. **SMOKING AND NAKED FLAME**

The Hirer shall not permit smoking or the use of naked flame in any part of OH save and except where the same is, in the opinion of the MCOHL, necessary for the Function and the Hirer has obtained the prior approval of the MCOHL.

17. **CROWD CONTROL**

17.1 The Hirer is responsible for crowd control during the period of hire. The Hirer shall provide a sufficient number of attendants and stewards for the efficient supervision of the hired area and its safety and for the preservation of order in it and in the vicinity of it. All persons on duty shall be instructed as to their essential responsibilities in the event of fire

or other emergencies, including attention to disabled person, the location or use of fire fighting equipment available, how to call fire brigade and evacuation procedure.

17.2 When in the opinion of the MCOHL extra staff members are required for crowd control in connection with any Function, the Hirer shall pay for such.

18. VACATING PERMISES AND REMOVAL OF PROPERTY AFTER PERIOD OF HIRE

18.1 The Hirer and his servants and agents and all other persons shall vacate the Venue on or before termination of the hiring or the expiry of the period of hire. If the Hirer does not vacate the Venue as herein provided he shall pay to the MCOHL on demand the hire charges in respect of the period from the termination of the hiring or the expiry of the period of hire until such time as the Hirer, his servants and agents actually vacate the Venue and shall compensate the MCOHL for any loss of revenue or liability for damages suffered by the MCOHL as a result of the Hirer to vacate the Venue.

18.2 Except with the permission of the MCOHL, all properties brought into the Venue by the Hirer must be removed therefrom on or before the termination of the hiring or the expiry of the period of hire.

18.3 If after the termination of the hiring or the expiry of the period of hire, any property of the Hirer or of any other person is found in the Venue or any part of OH, MCOHL may remove and store the same in such manner as it may consider necessary and, on demand, the Hirer or such other person shall repay to the MCOHL the cost of such removal and storage which shall be a first charge upon such property.

18.4 If such property is not removed and all removal and storage charges in respect thereof are not paid within **three (3) months** of the date when it was first found, the MCOHL in its 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 MCOHL.

19. FIRST AID SERVICES

All accidents or injuries should be reported to the Security Guard on 1/F or G/F at **Tel. no.: 2504 8602** or **2504 8400** respectively.

20. SECURITY, MEDICAL AND EMERGENCY SERVICES

Hirer shall at his own costs and expense provide sufficient security and first aid personnel or emergency services as to ensure the provision is adequate having regard to the nature of the Function.

21. ADVERSE WEATHER ARRANGEMENT

21.1 If the period of hire falls on a day on which Typhoon Signal No.8 or above is issued or Black Rainstorm Warning is in force in Hong Kong at any time between 0600 hrs to 1100 hrs but not cleared at or before 1100 hrs, the hiring shall automatically be cancelled. The MCOHL will, subject to the availability of the facilities or area to be hired at that time, arrange for alternate booking for the Hirer if he/she so requires.

21.2 If the period of hire falls on a day on which Typhoon Signal No. 8 or above is issued or Black Rainstorm Warning is in force in Hong Kong at any time after the Function has already started at the Venue, the Hirer shall stop the Function as soon as practicable and arrange all his employees, event participants and guests to leave the Venue within a reasonable period of time. The MCOHL will, subject to the availability of the facilities or area to be hired at that time, arrange for alternate booking for the Hirer if he/she so requires. OH will then stop operation within one hour until the next day or such next succeeding day on which no Typhoon Signal No.8 or above is issued and/or Black Rainstorm Warning is in force in Hong Kong.

- 21.3 If the period of hire falls on a day on which Typhoon Signal No. 8 or above is issued or Black Rainstorm Warning is in force in Hong Kong, but cleared before 0600 hrs on the same day, the Function shall be held as fixed or scheduled and the Hirer is not entitled to cancel the hiring or any other bookings with the MCOHL.
- 21.4 If the period of hire falls on a day on which Typhoon Signal No. 8 or above is issued or Black Rainstorm Warning is in force in Hong Kong, but cleared at any time between 0600 hrs to 1100 hrs on the same day, all hiring in the morning session (0800 hrs – 1400 hrs) will be cancelled but all hiring in the afternoon session (1400 hrs – 1800 hrs) and evening session (1800 hrs – 2300 hrs) shall be held as scheduled. Alternate booking will only be arranged for the Hirer of the morning session aforesaid subject to the availability of the facilities and area to be hired. OH will be in operation 3 hours after the Typhoon Signal No.8 or the Black Rainstorm Warning is all cleared.
- 21.5 For safety reasons and in view of the inclement weather, the MCOHL reserves the right to close OH or stop the provision of any facility or services at OH without prior notice.

22. **DECORATION**

- 22.1 The Hirer shall not, without the prior permission of MCOHL, permit floral decoration to be placed on any carpeted area.
- 22.2 The Hirer shall on or before the termination of the hiring or the expiry of the period of hire remove all floral and other decorations placed by him in OH.
- 22.3 The Hirer shall not, without the prior permission of the MCOHL, permit any banner or similar decoration to be displayed in OH.
- 22.4 The Hirer shall not, without the prior permission of the MCOHL, display material across any window and the MCOHL shall withhold permission if in its opinion such display will adversely affect the external appearance of OH.
- 22.5 For details of the guidelines, please refer to the “Guidelines for Display of Publicity Materials in Olympic House” at **Annex B**.

23. **GENERAL CONDUCT**

- 23.1 Coaches are suggested to aboard and alight passengers in front of the main entrance of OH. Participants are requested to use the main entrance.
- 23.2 The Hirer of large-scale event is encouraged to arrange participants to use public transportation.
- 23.3 The Hirer is requested to ensure that all visitors are bona-fide guests. A simple identification system would be appreciated.
- 23.4 The Hirer should be aware of the weight and size of stage set up and obtains permission from the MCOHL in advance.
- 23.5 No pets are allowed to be brought into OH.
- 23.6 Litter should be placed in the bins provided.
- 23.7 Smoking is not allowed in OH.
- 23.8 No food or drink is permitted in the Venue.
- 23.9 The Hirer shall not use OH or any part of it which would injure the reputation of the MCOHL or to offend against any statute or regulation in Hong Kong or to imperil any licence granted for OH or any insurance effected on it.
- 23.10 The Hirer shall at all times comply with all safety requirements prescribed by legislation and by the house rules of OH.

24. BREACH OF TERMS AND CONDITIONS

If the Hirer shall fail to observe or perform any of the provisions of these Terms and Conditions, the MCOHL may, without notice, cancel the booking of the Hirer or any part of the same and terminate the hiring of the Venue in whole or in part, as the case may be, but such cancellation and termination shall not release the Hirer from any of his obligations under the Terms and Conditions nor affect any right or remedy which the MCOHL may have under the Terms and Conditions or otherwise and any deposit or other monies whatsoever paid or payable by the Hirer or retained by the MCOHL by way of deduction or liable to be so retained in respect of or in connection with such booking so cancelled and hiring so terminated shall be forfeited to the MCOHL as liquidated damages.

25. CLOSURE

The MCOHL may at any time and in his absolute discretion close OH or any part thereof by notice to the Hirer, cancel a 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 MCOHL by way of deduction in respect of such bookings so cancelled shall be returned without interest to the Hirer, but the MCOHL shall not be liable to the Hirer for any loss or damage he may sustain arising out of such closure or cancellation.

26. RIGHTS RESERVED TO THE MCOHL

26.1 The right to:

- (A) Prevent access to or to remove from OH or any part thereof any person or persons acting in a way which in the reasonable opinion may cause a breach of the peace or may be considered to be harmful, undesirable or offensive;
- (B) Prevent access to or to remove from OH or any part thereof any person who in the opinion of the MCOHL or its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering OH or poses a security risk or who infringes the house rules of OH.

26.2 A right of free access for the MCOHL and its agents, employees and contractors who produce an official pass issued by the MCOHL at any time during the period of hire.

27. NOTICE TO HIRER

Any written notice, demand or request by the MCOHL to the Hirer may be sent to the Hirer at the address as given by the Hirer in his application or such other address as the Hirer may subsequently notify the MCOHL 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 days following the day of posting if sent by post.

28. CHANGES IN TERMS AND CONDITIONS FOR USE OF FACILITIES AND SERVICES AT OH

The MCOHL reserves the right to alter any of the terms and conditions set out in this memorandum without any prior notice should the MCOHL at any time consider this to be necessary.

29. GOVERNING LAW

This memorandum shall be governed and construed in all respects in accordance with the laws of the HKSAR.

30. In this document, unless the contrary intention appears words importing the masculine gender shall include the feminine gender and corporations and words in the singular shall include the plural and words in the plural shall include the singular.

For enquiry, please call the Management Company of Olympic House Limited at 2504 8504.

Management Company of Olympic House Limited

2 September 2013