

Hong Kong Playground Association Stadium Services

Terms and Conditions of Hire

Revised in April 2024

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1. Interpretation

- (a) In these Terms and Conditions of Hire: -
"Terms and Conditions" means these Terms and Conditions of Hire and the attached First Schedule;
"Association" means the Hong Kong Playground Association;
"Stadium Manager" means any person appointed by the Association to be responsible for or assist in the management of the Stadium;
"Hirer" means a person, company, organisation or group of persons hiring the Venue;
"Stadium" means the indoor stadiums managed by the Hong Kong Playground Association;
"Venue" means a venue within the indoor stadium which the Hirer hires from the Hong Kong Playground Association;
"Booking Form" means a form supplied by the Stadium Manager to apply for the hire of the Stadium;
"Confirmed Booking" means a written confirmation from the Stadium Manager to accept a booking for a stadium service or a particular Venue;
"Event" means an event for which booking or any extension to booking has been confirmed;
"Total Ticket Income" means the total amount received by the Hirer from the sale of tickets, subject to the following provisions:
(1) "Total Ticket Income" means all payment for tickets that have been sold based on the price list approved by the Stadium Manager, or less the number of tickets with stubs attached that have not been sold, as the basis for the actual number of tickets sold and the amount already received;
(2) If the number of complimentary tickets issued exceeds the number specified in clause 9(f) below, the Hirer shall be deemed to have sold the tickets in accordance with the maximum rate in the approved price list and to have received payment of an equivalent amount;
"Month" means a calendar month;
(b) Unless otherwise specified herein: any words of the masculine, feminine or neuter forms used in these Terms and Conditions of Hire shall be construed to also refer to the other two forms; any words of the singular form shall be construed to also refer to the plural, and vice versa.

2. General Covenants

The Hirer shall comply with the following laws, regulations and rules, and shall ensure that his employees, agents, sponsors, co-organisers and any persons given permission to enter any of the Venues within the Stadium during the hire period comply with the following laws, regulations and rules, and that the content and nature of some or all of the Events comply with the following laws, regulations and rules. If the Hirer, his employees, agents, sponsors or co-organisers fail to comply with the following laws, regulations and rules, or if the Stadium Manager is of the view that the Hirer, his employees, agents, sponsors or co-organisers have violated or may violate the following laws, regulations and rules, the Association shall have the right to terminate the booking without any refund, and the Hirer shall pay the outstanding amount and compensate for other related losses:

- (a) The national laws set out in Annex III to the Basic Law of the Hong Kong Special Administrative Region of the People's Republic of China, including but not limited to the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region, the Laws of Hong Kong Instrument A305 Safeguarding National Security Ordinance and all ordinances, rules, by-laws and regulations made thereunder;
(b) The Laws of Hong Kong Cap.132 Public Health and Municipal Services Ordinance and all rules, by-laws and regulations made thereunder;
(c) The Laws of Hong Kong Cap.172 Places of Public Entertainment Ordinance and all rules, by-laws and regulations made thereunder;
(d) Any other laws of Hong Kong;
(e) These Terms and Conditions of Hire;
(f) All notices issued by the Stadium Manager to the Hirer at any time;
(g) Ensuring the safety of the public, visitors and the Stadium;
(h) Maintaining public hygiene within and outside the Stadium.

3. National Anthem Ordinance

If the Hirer intends to perform the national anthem during an event, they must comply with the provisions and guidelines of the National Anthem Ordinance (Document A405) and notify the Stadium Manager of the arrangements four weeks in advance of the rental date. For more details, please visit: <https://www.elegislation.gov.hk/hk/A405>.

For the standard musical score and official recordings of the national anthem, please refer to the website of the Constitutional and Mainland Affairs Bureau: https://www.cmab.gov.hk/te/issues/national_anthem_occasions.htm.

4. The National Flag and National Emblem Ordinance and the Regional Flag and Regional Emblem Ordinance

According to the National Flag and National Emblem Ordinance (Document A401) and the Regional Flag and Regional Emblem Ordinance (Document A602), if the Hirer wishes to display or use the national flag, national emblem, regional flag, regional emblem, or their designs during the lease period, they must comply with the specifications specified in the relevant ordinances. They are required to submit an application in writing to the Deputy Director of Administration in advance (email: flags@emblems@csa.gov.hk; fax: 2804 6552). The processing time will depend on individual circumstances, but

generally takes approximately 3 to 4 weeks. For more details, please visit: <https://www.elegislation.gov.hk/hk/A401> (National Flag and National Emblem Ordinance) and <https://www.elegislation.gov.hk/hk/A602> (Regional Flag and Regional Emblem Ordinance).

5. The National Security Law

During the lease period, the tenant must comply with the National Security Law (Document A305) to ensure that the occupants of the premises do not engage in any acts that violate or may violate the National Security Law.

6. Hirer's Rights

- (a) During the hire period, the Hirer shall have the right to hold the Event at the hired Venue within the Stadium at the date and time specified in the notice for Confirmed Booking, provided that the Hirer, his employees, agents, sponsors and co-organisers comply with these Terms and Conditions of Hire;
(b) Without prejudice to paragraph (a) of this clause, the Association reserves the following rights: -
(1) The Association or its designated agent shall have the right to post or erect any advertisement, notice, banner or other decorations at any time and in any place in the Stadium, or to broadcast any advertisement, notice and promotional footage related to culture, social welfare, sports or the arts on the electronic display screen in the Stadium;
(2) The Stadium Manager shall have the right to make announcements at any time through the public address system concerning the rules of the Stadium, the maintenance of order or emergency measures, if he deems it necessary to do so;
(3) The Association or its catering contractors shall have the exclusive right to sell all types of food, and alcoholic or non-alcoholic beverages;
(4) Except as provided in clause 26 below, the Association or its designated agents shall have the exclusive right to sell all types of souvenirs, decorations, toys or other items in the Stadium;
(5) The Association shall have the right to reserve not more than 6 seats per Performance for the use of the Stadium staff. The location and purpose of these seats shall be determined and allocated at the sole discretion of the Association; and
(6) The Association shall have the right to send staff to monitor and film the Event in the Stadium.

7. Legal Liability and Indemnification

- (a) In the event that any person, other than the employees of the hiring party who are performing official duties, suffers death or injury due to an accident within the premises rented by the Hirer, or if any person suffers losses as a result of such death or injury, leading to any claims, demands, legal actions, or lawsuits, the tenant shall be fully responsible and shall indemnify the hiring party and the government, as well as their employees and agents, from any obligation to provide compensation.
(b) The tenant shall indemnify and continuously provide full and effective indemnification to the hiring party, its employees, and agents for any and all losses, claims, damages, expenses, charges, costs, legal liabilities, demands, legal proceedings, and lawsuits arising from or related to (but not limited to) the following reasons:
(1) Negligence or intentional misconduct of the tenant, its performers, employees, or agents;
(2) Violation, non-performance, or non-compliance with any provision of these rental terms by the tenant, its performers, employees, or agents;
(3) Unauthorized acts or omissions by the tenant, its performers, employees, or agents; or
(4) Failure of the tenant, its performers, employees, or agents to comply with any applicable laws, regulations, or rules of the local authorities or agencies in relation to the approved rental.
(c) The indemnification, payment, and compensation made by the tenant pursuant to these rental terms shall not be affected or reduced due to the hiring party or the government's failure or lack of enforcement of any provision of these rental terms, or failure or lack of control over the tenant's operations.

8. Fee Categories

- The Hirer shall pay the following fees to the Association: -
(a) Hire fees of the Venue in accordance with the rates listed in the First Schedule for the confirmed booking and any confirmed extension of booking, and the fees for overtime or overnight use of the Venue as specified in the written notice for the confirmed booking or extension of booking;
(b) Additional fees incurred in accordance with the rates listed in the First Schedule if the duration of materials and equipment left behind by the Hirer, his employees, agents, sponsors, co-organisers or any persons given permission by the Hirer to enter the Venue occupying space within the Venue exceeds the hire period of the confirmed booking or any extension of the booking;
(c) Costs for all staff, stage or sports equipment, seating or other services in accordance with the rates listed in the First Schedule. As for the number of staff, it shall be determined by the Stadium Manager who will assess the number suffice to assist in running the programme. The Stadium Manager's decision is final and the Hirer cannot object;
(d) Costs of labour incurred in setting up the Venue for purposes specific to the Event, dismantling of the set-ups and restoring the Venue to its original state. This includes but is not limited to the removal of seating, laying and dismantling of the wooden floor boards for the Event, and the installation and dismantling of the stage;
(e) Costs of the equipment, staff, cleaning services or other services not listed in the First Schedule that had been provided for the Hirer, the amount of which shall be determined at the sole discretion of the Association; and
(f) Charges of Rights as listed in the First Schedule (the Association has the absolute right to amend the aforementioned fees listed in the First Schedule at any time or from time to time without further notice).

9. Venue Hire Fee and Deposit

- (a) The venue hire fee is determined as the greater of the fees based on the Hirer's category as specified in the First Schedule or the relevant or specific percentage of Total Ticket Income for the Event as specified in the First Schedule.
(b) The calculation and payment of the specific percentage of Total Ticket Income shall first be based on the value of proceeds in a sell-out of all tickets. If not all the tickets are sold by the end of the programme, the Stadium shall refund the difference;
(c) In the event of late payment (deposit, balance of hire fee or any fees), the Association shall have the right to cancel the application without further notice;
(d) Unless otherwise stipulated by the Stadium, for all bookings, the Hirer shall pay a deposit of the amount specified in the confirmed booking.

10. Payment

- (a) Pre-Event Payment:
(1) The Hirer shall pay the deposit after receiving written notification of the confirmation of the booking or extension of booking; the application to hire the Venue is finalised only after the deposit has been paid. Once finalised, no change or transfer of such details as time and date for the Venue hire will be accepted.
(2) If the Hirer fails to provide all the information in the Application Form, the application may still be provisionally confirmed, but the Stadium Manager has the right to reject any additional information furnished at a later date or other applications or to terminate the lease. The Association, its employees and agents shall not be liable for any eventual cancellation or other loss arising therefrom, and no refund of monies paid shall be made.
(3) The Hirer whose booking has been confirmed shall pay the hire fee for the entire hire period less the deposit at least 90 days before the first day of hire or before the date specified by the Association. If payment is not made on time, all deposits or payments already made will not be refunded. The confirmed booking will be cancelled without further notice.
(4) The Hirer whose booking has been confirmed shall pay the fees for services and facilities, charges of rights and any amount payable under the First Schedule at least 90 days before the first day of hire or before the date specified by the Association. If payment is not made on time, all deposits or payments already made will not be refunded. The confirmed booking will be cancelled without further notice.
(b) Post-Event Payment:
(1) Any amounts due but unpaid after the Event must be paid to the Association within 14 days after the Event or within the period specified in the payment notice issued by the Association; these payments include but are not limited to:
(1) Any fees payable for extended or overnight use of the Venue;
(2) Fees for additional use of services or facilities;
(3) Fees for dismantling set-ups at the Venue for the specific purpose of the Event, and for restoring the Venue to its original state;
(4) Any other fees, charges and expenses payable to the Association under any other provision;
(5) Reimbursable fees and charges of rights; and
(6) Damages.
(c) The Association accepts only cash or cheque payments;

- (d) Without prejudice to any other rights of the Association, if the Hirer does not pay the Association the aforementioned sums payable, the Association may deduct them from the balance of the ticket income and/or the deposit. If unfulfilled, the Association shall take legal action to recover the amount; and
(e) Payments made are non-refundable except in exceptional circumstances.

11. Changes to Hire Period

- (a) The dates cannot be changed after the booking has been confirmed unless approved by the Stadium Manager.
(b) If the Event is unable to proceed due to weather conditions (such as Typhoon Signal No. 8 and 10, Black Rainstorm Signal, etc.), the Association shall offer a later date that is yet to be booked (within one year from the affected date of hire), without any refund (partial or full) as replacement.
(c) In the event of unforeseen circumstances (such as emergency repairs, power failure, water leakage, failure of the preceding Hirer to return the Venue on time due to special reasons, etc.) which render the venue unavailable, the Association shall offer a later date that is yet to be booked (within one year from the affected date of hire) as replacement. If this is not possible, the amount already paid shall be refunded, without compensation of any kind.
(d) If the programme has to run over time but without prior approval from the Stadium Manager, the Stadium has the right to stop the Event immediately.
12. Booking Cancellation by Hirer
(a) If the Hirer withdraws the booking application after the booking has been confirmed and deposit paid, the deposit will be forfeited and any other fees already paid will not be refunded.
(b) If there are overdue payments when the Hirer makes a partial or full cancellation of a confirmed booking, the relevant arrears must also be paid in full. The Association also has the right to recover any outstanding unpaid fees to compensate for its losses.
(c) If the Hirer cancels a confirmed booking within 90 days before the first day of hire, the deposit, hire fee, services and equipment fees, and charges of rights already paid shall be forfeited. The Hirer is also required to pay all outstanding unpaid fees to compensate the Association for its losses.
(d) In the event that a government agency disapproves of the holding of an entertainment event or programme and the confirmed booking has to be cancelled, the Association shall have the right to decide whether or not the fees already paid are to be forfeited.

13. Ticketing (Chargeable or Non-Chargeable Activities)

- (a) The Hirer shall submit to the Stadium Manager for approval the ticket design, ticket quantity, ticket price list (for chargeable events) and the seating plan. The seating plan must set out all seats available for use, and indicate clearly the ticket prices and the seats for which complimentary tickets are assigned.
(b) Without prejudice to the general provisions of paragraph (a) of this clause, the Stadium Manager reserves the right not to approve the seating plan if the view from some seats may be obstructed or some seats are too close to the audio equipment.
(c) Unless prior permission is obtained from the Stadium Manager, the Hirer may only distribute, or cause, allow or permit the distribution of tickets in accordance with the ticket design, number of tickets, price list (for chargeable events) and seating plan previously approved under paragraph (a) of this clause. However, subject to the general provisions in the foregoing, the Stadium Manager shall have the right to withhold approval if the Hirer submits the changes less than 30 days before distribution/sale of tickets.
(d) Tickets for all chargeable or non-chargeable events, including but not limited to complimentary tickets, discount tickets, VIP tickets and student tickets must be stamped by the Association or issued/sold by a ticketing agent approved by the Association. The Hirer must observe and comply with the conditions concerning ticket sales set by the Association at any time and from time to time. At the request of the Hirer, tickets may be issued and distributed by the Hirer on mutually agreed terms and charges.
(e) In the event of a full-house, the Stadium Manager may prohibit any ticket holder from entering the Venue. If an admission fee has been charged for the Event, the Hirer must refund the holders of all the excess tickets that have been sold.
(f) Unless otherwise approved in writing by the Stadium Manager, the number of complimentary tickets issued for each Event may not exceed 10% of the total number of seats available for sale. The combined total of consignment tickets and complimentary tickets per Event may not exceed 60% of the total number of seats available for sale.
(g) The organisers must print his own physical tickets as follows:
(1) Each ticket must have a box space of at least 30mm in length and 20mm in width to allow for the section, row and seat numbers to be written within. Tickets must be composed of three parts, with the first and second parts given to the ticket holder, and the third part to be retained for inspection by the Stadium Manager.
(i) The three parts of every ticket must state the following information in both English and Chinese. Please refer to sample ticket in the attachment.
(1) Name and contact details of the organiser;
(2) Venue and address of the Event, to be printed in capital letters so as to avoid errors;
(3) Ticket price and date of performance, to be printed in capital letters so as to avoid errors;
(4) In the case of "COMPLIMENTARY" or "FREE ADMISSION", the ticket price must also be indicated;
(5) Indicate clearly that each ticket admits only one person;
(6) Serial number of the ticket and, if necessary, the row and seat numbers;
(7) For free-seating events, the admission policy of "Free Seating, First-come-first-served. While vacancies are left" must be clearly indicated;
(8) The phrase "Free Admission for Ticket Holder" (for free admission events);
(9) Minimum age limit for ticket holders;
(10) No admission if inappropriately dressed
(ii) Unless otherwise permitted in writing by the Stadium Manager, every ticket must state the following provisions:
(1) When the programme has started, late arrivals must wait for an appropriate time to be admitted to the Venue;
(2) Eating, drinking, audio or video recording are prohibited at the Venue;
(3) Glass containers, bottles and cans are not allowed at the Venue;
(4) Smoking is strictly prohibited at the Venue;
(5) Ticket holders must observe all other Stadium rules posted in the Stadium;
(6) In the case of film programmes, the classification of the film as determined by the Office for Film, Newspaper and Article Administration shall be specified.
(7) Programs are subject to change without prior notice.

14. Subletting

Unless prior permission is obtained from the Stadium Manager, the Hirer shall not or should not attempt to assign, sublet or part with possession the Venue or any part thereof in any manner.

15. Intellectual Property Rights

- (a) Without the required consent, the Hirer shall not use the Venues within the Stadium for the public performance of dramas, dances, Western operas, Chinese operas or musical works for which intellectual property rights exist, or for the public presentation of lectures, exhibitions, competitions or other programmes for which intellectual property rights exist, nor infringe on any intellectual property rights in any other way.
(b) Intellectual Property Rights means patents, trademarks, service marks, trade names, design rights, copyrights, domain names, database rights, rights to know-how, new inventions, designs or processes, and other intellectual property rights irrespective of their nature and arising from any circumstances, whether now known or hereafter created, and in each case, whether registered or not, including applications for the grant of any such rights.
(c) For any and all losses, claims, damages, costs, charges, expenses, legal liabilities, demands, proceedings and actions made or established against the Stadium or the Association due to infringement of any intellectual property rights by the Hirer, its authorised users, agents or employees during the hire period arising out of or in connection with the hire or use of any parts of the Stadium, the Hirer is required to continually provide full and effective indemnity to the Stadium, the Association, its employees or agents. The indemnity shall survive the end of the hire period and the expiration of the Terms and Conditions of Hire.
(d) All Hong Kong laws relating to intellectual property rights must be complied with.

16. Licences

The Hirer must obtain all licences and permits required by law and comply with the rules contained therein and the rules contained in all licences and permits issued for the use of the Stadium for any Event to be carried out during the hire period. The Hirer must deliver a copy of each licence and permit to the Stadium Manager at the time of booking. Temporary licences may be processed on an ad hoc basis only if notified in writing and approved by the Stadium Manager.

17. Access to Premises

The Stadium Manager and all persons authorised by him shall have the right to enter and leave the Venue at any time to perform their duties.

18. Public Order and Safety

- During the event, the Hirer, performers, or any individuals authorized by the Hirer shall not engage in any activities that incite the audience to engage in behavior that disrupts order or poses a threat to the safety of the audience.
- The Hirer, performers, or any individuals authorized by the Hirer shall not engage in any acts of noise disturbance or disorderly conduct within the premises of the venue, nor shall they use intimidating, abusive, or insulting language, or distribute or display any written materials containing such language, which may lead to or reasonably be expected to disrupt public peace.
- The Hirer must ensure that all individuals entering or gathering at the rented premises maintain good order and ensure that such individuals:
 - Do not use intimidating, abusive, or insulting language, or distribute or display any written materials containing such language, which may lead to or reasonably be expected to disrupt public peace; or
 - Do not engage in behavior that is threatening, insulting, or provocative, causing or reasonably likely to cause any person to reasonably fear that those gathering at this venue would disrupt public peace, or fear that they would incite others to disrupt public peace through the aforementioned behaviors.
- The Hirer shall not permit any individual to engage in the following conduct or display the following materials:
 - Conduct or display of materials that incite hatred or fear of any individual based on factors such as nationality, race, ethnicity, gender, sexual orientation, religion, age, social status, physical disability, or mental impairment, which:
 - Reasonably likely to incite others to hate or fear any individual; or
 - Insult or defame any individual or group; or
 - Conduct or display of materials based on malicious or unfounded allegations that are reasonably likely to incite others to hate or fear any individual.

19. Spectator Admissions

- Except for the Hirer's staff and persons who have been approved in advance by the Stadium Manager, all entrants must present tickets for admission. (Refer to 22. for details on Hirer's Employees).
- Admission to the Stadium is under the control and direction of the Stadium. The Stadium shall have the right to prohibit or delay the admission of any person, or to order such person to leave the Stadium, in the following circumstances:
 - If any person in the Stadium violates these Terms and Conditions of Hire or the laws, regulations and rules set out in the General Covenants in clause 2 of these Terms and Conditions of Hire, or in the opinion of the Stadium Manager, may violate these Terms and Conditions of Hire or the laws, regulations and rules set out in the General Covenant in clause 2 of these Terms and Conditions of Hire, or is noisy, causing disturbance, disorderly or behaves in an indecent manner.
 - If a person is suspected to have an infectious disease.
- If the Stadium prohibits any ticket holder from entering the Stadium pursuant to subclause (2) above and the Event entails if admission fees the Hirer shall refund to the ticket holder an amount at the face value of the ticket sold.

20. Security, Medical and Emergency Services

The Hirer shall provide, at its own expense, security, medical and emergency services as specified by the following agencies:

- Police Force
- Architectural Services Department
- The Association; and
- Other relevant authorities.

21. Safety of the Public, Visitors and Stadium

To ensure the safety of the public, attendees, and the venue, the venue has the right to:

- Require the Hirer to extend the rental time and bear the cost of hiring qualified security personnel, staff, rental barriers, or other crowd management equipment.
- Require the Hirer to establish checkpoints to prohibit attendees from bringing alcoholic beverages, glass bottles, sharp objects, flammable materials, amplification equipment, provocative signage, etc.
- If the Stadium believes that the event has already or may potentially endanger the safety of the public, attendees, and the venue, the Stadium Manager has the right to terminate the rental agreement in advance or during the event and request all or any individuals present to leave. In such cases, any fees already paid will not be refunded.

22. Use of Venue

- Unless prior permission is obtained from the Stadium Manager, the Hirer shall not:
 - Use the Venue for any purpose, content, and/or use other than that stated at the time of booking confirmation;
 - Change the nature or procedure of the Event described at the time of booking confirmation, or any of the performers, artists, athletes, teams, organisers, co-organisers, or organisations or companies collaborating in any form, etc. as stated in the Application Form for the confirmed booking;
 - Solicit or replace any sponsor specified at the time of booking confirmation; orChange the number of estimated attendees, the stage and/or seating arrangement within the Venue, number of performances and/or ticket price list as agreed on in the Application Form for the confirmed booking.
- Any other request that will affect the post-event management of the Venue will not be permitted.
- The Hirer shall submit accurate and detailed information regarding the use of the Venue, including but not limited to the performance schedule, repertoire, special guests, etc. (hereinafter referred to as "Venue Usage Details"), to the Stadium Manager for approval at least 30 days before the first day of the hire period. The Stadium Manager has the right to request the Hirer to amend the Venue Usage Details. Unless approved by the Stadium Manager.
- If the Hirer makes changes to the Venue Usage Details and/or publicises the changes at his own discretion without notifying the Stadium Manager, or if the Venue Usage Details are still not approved by the Stadium Manager on the day of the Event, the Stadium Manager reserves has the right to terminate the booking at any time without any refund and the Hirer will be liable for the outstanding arrears and any other relevant losses.

23. Decorations and Alteration of Facilities

- No person shall affix or place any advertisement, poster, billboard, notice, banner, merchandise or other decorations on the building unless he has obtained the prior written approval of the Stadium Manager, complied with the requirements set out by the Stadium Manager and paid any charges of rights as listed in the First Schedule or charges of rights for decoration or facilities not listed in the First Schedule but issued by the Stadium Manager.
- The Hirer shall submit accurate and detailed information regarding the type of decorations within the Stadium and shall dismantle and remove the decoration from the Stadium upon or before the expiry or early termination of the hire period.
- Any alteration to the facilities in the Venue shall be subject to the approval of the Stadium Manager. The Hirer shall pay the cost of installation, alteration, dismantling and restoration and restore the Venue to its original state to the satisfaction of the Stadium Manager upon or before the expiry or early termination of the hire period.
- The Hirer shall guarantee that all related decorations, facilities and methods of installation and storage comply with the requirements of the laws of Hong Kong.

24. Association's Property

- Unless prior written consent is obtained from the Stadium Manager, the Hirer shall not use, handle or operate or permit any person other than the Stadium Manager or his authorised person to use, handle or operate the stage lighting equipment, lighting/sound consoles, scoreboards, screens and other equipment or property of the Association.
- The Hirer shall exercise care in the use of any equipment or object leased by the Hirer from the Association or supplied by the Association and which is its own property. When returning such equipment or object to the Association, the Hirer shall ensure that they are thoroughly cleaned and in good working order to the satisfaction of the Stadium Manager.
- In the event of the loss, damage, destruction, theft or removal of any equipment or object leased by the Hirer or supplied by the Association during the hire period, the Hirer shall, upon notice, pay an additional 20% on top of the original price or the cost of reinstallation and replacement of the equipment or object in whole or in part, whichever is the higher.
- If the Hirer, agent, its employee or any persons invited by him to enter the Venue causes a breakdown or damage to the Venue or any other part of the Venue (including but not exclusively the roof of the Stadium) or to any fixtures or equipment at the Venue, the Hirer shall, upon notice, pay to the Association the full cost of repair, restoration or other reinstatement costs, or the full cost of replacing the equipment. The Hirer shall also indemnify the Association against any loss, damage or liability that the Association may incur as a result of such failure or damage.

25. Hirer's Property Damages and Compensation

- During the hire period, the Association, its employees or agents shall not be liable for any damage to or loss of the property, for whatever reason, belonging to the Hirer, his employees, agents, sponsors, co-organisers and other persons

given permission by the Hirer to enter the Venue; the Hirer shall be fully liable for any claims, demands or litigations arising from any damage to or loss of the property and shall indemnify and hold the Association, its employees and agents harmless from and against any such liability.

- The Association, its employees and agents shall not be liable for any loss to property caused by the temporary closure of the Stadium or the suspension or cancellation of bookings for reasons not caused by Stadium personnel, such as machine breakdown, power failure, water leakage, fire, typhoon, heavy rain, government regulations or acts of God.
- If the Hirer or any person, other than the Association, its employees or agents in the performance of their official duties, is injured or dies in an accident or otherwise at the Venue, or any person suffers loss as a result of such death or injury, which give rise to any claims, demands or litigations, the Hirer shall be fully liable and shall indemnify and hold the Association, its employees and agents harmless from and against any such liability.
- For the avoidance of doubt, it is hereby agreed and declared that the provisions set out in this section shall be fully enforced at all times and shall not be subject to any modification. In addition, they shall not be affected by any other provision of the Terms and Conditions of Hire or by any action taken or permission or approval granted thereunder.

26. Staff, Equipment and Services

- The Hirer shall not use any staff, stage equipment, sports facilities, seating or other services not provided by the Association or its contractors without prior written permission from the Stadium Manager, and the Hirer shall fully comply with any conditions set forth by the Stadium Manager in this regard.
- All staff, stage facilities, sports equipment, seating or other services shall be provided at the sole discretion of the Association.
- The Hirer shall submit accurate details of the staff, stage facilities, sports equipment, seating and other services that are to be provided by the Association to the Stadium Manager for approval at least 30 days before the first day of hire. Failing to do so, the Association shall have the right to refuse to consider the Hirer's request or needs for staff, stage facilities, sports equipment, seating or other services.
- Any changes to the requests or needs for staff, equipment, seating or services must be approved by the Stadium Manager and submitted at least two weeks before the Event.
- Notwithstanding the provisions herein contained, the Association, its employees or agents shall not under any circumstances whatsoever be liable, whether or not a fee is charged, for any failure to provide staff, stage facilities, sports equipment, seating or other services (including but not limited to air conditioning, lighting, stage equipment, sound and projection systems in any Venue), or if there is any failure, breakdown or other interruption of such staff, equipment, seating or services; or any acts or omission by any persons with respect to such staff, equipment, seating or services as a result of strike, labour dispute, accident or any circumstances beyond the control of the Association.

27. Hirer's Employees

- Every employee or agent of the Hirer must wear or carry a temporary badge or card that is stamped and approved by the Stadium and which clearly identifies him/her. The badge or card must be have been acknowledged by the program and stamped by the Stadium as approval to facilitate inspection by the Stadium Manager or his delegate. The Hirer shall also submit a sample of the badge or card to the Stadium Manager for filing before the hire period. The number of employees remaining at the hired Venue during the Event shall not exceed the number approved by the Stadium Manager.
- The Hirer's employees must be included in the seating capacity of the Venue.

28. Entrances and Exits

Hirers must keep corridors, passageways, and entrances and exits clear and free from obstruction at all times.

29. Smoking

- Smoking is strictly prohibited in all areas of the Stadium and must be observed by the Hirer and spectators. It is the responsibility of the Hirer to announce this message and to prohibit smoking in all areas of the Stadium.
- If the Hirer contravenes any enactments, regulations, by-laws and rules relating to smoking which give rise to any claims, demands, actions, proceedings, penalties and liabilities of any kind, the Hirer shall be fully liable and shall indemnify and hold the Association and the Stadium harmless from and against any such liability.

30. Noise/Sound

- The Hirer shall not permit any noise to be emitted, in particular from demolition, decoration, construction work and operation of sound equipment or other equipment in connection with the Event, which may cause annoyance to other users of the Stadium, other persons or residents nearby. The Hirer must comply with any enactments and regulations relating to noise control and any by-laws, rules and regulations controlling the production of noise by public bodies and companies, including but not limited to the Noise Control Ordinance (Cap. 400). If the Hirer contravenes any enactments, regulations, by-laws and rules that are in force at the material time which give rise to any claims, demands, actions, proceedings, penalties and liabilities of any kind, the Hirer shall be fully liable and shall indemnify and hold the Association harmless from and against any such liability.
- The Stadium shall have the right to require the organiser to regulate the sound intensity of the Event so that it measures not more than 120dB(A) at the designated locations within the Stadium so as to ensure that residents nearby are not disturbed and to comply with the Stadium's regulations.

31. Souvenirs, Gifts, Lucky Draws and Food Catering

- The Hirer shall not sell, distribute, display or cause, permit or allow the sale of any souvenirs, decorations, toys or other goods, food, drink or gifts at any place in or near the Stadium unless notified in writing by the Stadium Manager. Except where such sale is made through the Association or its approved agent.
- The location, area, number, etc. of the above activities must meet the requirements of the Stadium Manager, otherwise the Stadium Manager shall have the right to remove the relevant materials at any time without prior notice, and is not responsible for any damage or loss.
- The Hirer shall pay the Association or its designated agent the commission from the proceeds of the sale of such items at such percentage as determined at the Association's sole discretion within a stipulated time;
- Unless the Hirer receives prior written notice from the Stadium Manager and agrees to comply with other conditions set forth by the Stadium, he may not hold raffles or lucky draws in the Stadium.
- If the Hirer contravenes any enactments, regulations, by-laws and rules governing the sale, distribution or exhibition of souvenirs, gifts, lucky draws and food catering, or causes, permits or allows the sale, distribution or exhibition of such items, which give rise to any claims, demands, actions, proceedings, penalties and liabilities of any kind, the Hirer shall be fully liable and shall indemnify and hold the Association and the Stadium harmless from and against any such liability.
- If the Hirer has obtained the permission of the Stadium Manager to post/display advertisement or trade name banners on railings, floors, walls, etc., and has paid the fees in accordance with the details on advertising fee in the First Schedule or the fees document as notified in writing by the Stadium Manager, the Hirer may post/display the advertisements in accordance with the details in the advertisement fees document. However, if the Hirer posts/displays advertisements or trade names banners on railings, floors, walls, etc. without the permission of the Stadium Manager, the Stadium Manager has the right to immediately remove all advertisements without further notice and to pursue the fees for posting/displaying advertisements with commercial components.

32. Use of Naked Flames, Fireworks, Pyrotechnics, Lasers and Special Stage Effects

- Unless prior written permission is obtained from the Stadium Manager, the Hirer shall not use naked flames, fireworks, pyrotechnics, lasers or any chemicals to create smoke or any special stage effects and shall comply with such other conditions as the Stadium Manager deems necessary.
- The use of naked flames, fireworks, pyrotechnics, lasers or any chemicals to create smoke or any special stage effects shall be in accordance with the laws of Hong Kong.

33. Brochures, Posters or Publicity

- The Hirer shall submit to the Stadium Manager for approval at least 14 days before the date of distribution/issuance two copies each of the brochures, posters or promotional materials
- To be distributed or sold at the time of the Event. Brochures must comply with the Book Registration Ordinance (Cap. 142).
- The Hirer, his employees, agents, sponsors and co-organisers shall not violate any of the laws, regulations and rules set out in these Terms and Conditions of Hire or in clause 2 "General Covenants" of these Terms and Conditions of Hire in relation to the promotion of the Event on any platform and in any media, brochures, posters or publicity materials, whether such promotion is in written or oral form and whether or not they are distributed at the time of the Event.
- No brochures, posters or publicity materials may be sold or distributed anywhere without the approval of the Stadium Manager.

34. Filming and Broadcasting

- The Hirer shall not in any way cause, permit or allow any person in the Stadium to make a film, audio or video recording (including mobile phone recording function), or to telecast or broadcast, without the prior permission of the Stadium Manager.

- Without prejudice to the provisions of paragraph (a) of this clause, and subject to the Hirer's payment of the charges of rights specified in the First Schedule, the Association may authorise the Hirer to film, make audio or video recording, or to telecast or broadcast during the hire period.

35. Admission of Any Person, Animal or Vehicle

- Admission to the Stadium is subject to the control and direction of the Stadium Manager. The Stadium Manager shall have absolute discretion to prohibit or delay the entry of any persons who are in breach of these Terms and Conditions, noisy, disorderly or a nuisance to others in the Venue and, if necessary, may order such persons to leave the Venue at any time.
- If, in the opinion of the Stadium Manager, a person may be suffering from an infectious disease, the Stadium Manager shall have the right to prohibit the person from entering the Venue; and if admission fees have been charged for the Event, the Hirer shall refund to the ticket holder the face value of the ticket sold.
- Unless prior permission has been obtained from the Stadium Manager, no one is allowed to bring animals or drive a vehicle into the Stadium.

36. Stadium Closures

The Stadium Manager shall have the right to close the Stadium or any of the Venues at any time, or by notice to the Hirer, cancel the confirmed booking and confirmed booking extension. In these cases, the hire fees paid by the Hirer for the canceled booking will be refunded. Neither the Association nor its employees or agents shall be liable for any loss incurred by the Hirer or any person as a result of the Venue closure or cancellation of the booking.

37. Vacating the Premises

The Hirer, his employees, agents, sponsors, co-organisers and other persons given permission by the Hirer to enter the Venue shall vacate the Venue immediately upon or before the expiry or early termination of the hire period. If the Hirer does not vacate the Venue in accordance with the provisions herein, he shall, upon notice from the Association, pay the Association the hire fee for the duration between the expiry or early termination of the hire period and the actual time at which the Hirer, his employees, agents, sponsors, co-hosts or other persons given permission by the Hirer vacate the Venue. The Hirer shall also compensate the Association for any loss of revenue or liabilities for damages incurred by the Association as a result of the Hirer's failure to vacate the Venue on time.

38. Clearance of Property

- Unless otherwise approved by the Stadium Manager, all property brought into the Stadium by the Hirer, his employees, agents, sponsors, co-organisers and other persons given permission by the Hirer to enter the Venue must be removed from the Stadium upon or before the expiry or early termination of the hire period.
- If any property is found to be left in the Stadium by the Hirer or any person after expiry or early termination of the hire period, the Stadium Manager may, at his discretion, remove and store the property and the Hirer shall, on notice from the Association, pay the cost of removal and storage of these property by the Association. If these property must be sold off, the Association may first deduct the above fees from the proceeds.
- If, within 3 days starting from the day of discovery of the property, the owner does not claim them and does not pay all costs of removal and storage, the Stadium Manager shall have the absolute right to sell the property. If the cost of removal and storage cannot be recovered by other means, such costs shall be paid out of the proceeds and the remaining amount shall be handed to the Association.
- The Association, its employees or agents shall not be liable for the exercise of any of the rights set forth in this clause. The Hirer shall indemnify and hold the Association, its employees and agents harmless from and against any and all related claims, demands, actions, liabilities and expenses.
- If, in the opinion of the Manager, the objects brought into the Venue by the Hirer, his employees, agents, sponsors, co-occupiers and other persons given permission by the Hirer to enter the Venue are dangerous, or would disturb, impair hygiene or cause obstruction to other people, the Hirer may order the removal of the objects from the Venue or any other parts of the Stadium, and the Hirer shall immediately remove the items.
- The Stadium shall not be responsible for the safekeeping of any property left behind or temporarily stored in the Stadium outside of the hire period.

39. Breach of Terms and Conditions of Hire

If the Hirer fails to observe or comply with any of the provisions of these Terms and Conditions of Hire, or if in the opinion of the Stadium Manager, the Hirer has failed or may fail to observe or comply with any of the provisions of these Terms and Conditions of Hire, the Hirer shall be liable to fail to pay the security deposit in accordance with the Schedule, or any of the laws, regulations and rules set out in clause 2 "General Covenants" of these Terms and Conditions of Hire, depending on the situation, the Stadium Manager may, at any time and without notice to the Hirer, cancel any of the confirmed bookings and any confirmed extensions to booking or part thereof, and terminate all or part of the hire for a particular Venue, but the Hirer shall nevertheless perform his obligations as set out in these Terms and Conditions. The rights or due compensations of the Association, its employees and agents under these Terms and Conditions or otherwise shall not be affected. As for the cancelled bookings or terminated hires, the security deposit paid in accordance with the Schedule or that is being withheld or to be withheld by the Association in accordance with the Schedule, shall be forfeited by the Association.

40. Insurance

The Hirer shall, at his own expense and in the name of the Hirer, the Event organiser, co-organiser, co-sponsor, and the Association, purchase public liability insurance applicable to any accident or other causes, and group accident insurance for his employees, performers and other staff from an insurance company authorised by the Insurance Ordinance (Cap. 41) and approved by the Stadium Manager, and keep it in force to assume the Hirer's liabilities in the event of death, injury, loss or damages, etc. during the use of the Stadium. The sum insured shall not be less than HK\$10 million for each accident or cause of occurrence with a limit on the number of claims per hire period. The Hirer must submit a copy of the valid insurance policy to the Association 1 month before the Event; otherwise the Association shall have the right to cancel the hire in question, with no refund of fees already paid.

41. Public Health

In order to properly manage the Venue, prevent the spread of infectious diseases and maintain public health, the Stadium Manager may require any persons to undergo temperature check or health screening before entering the Venue. If such persons refuse to undergo temperature check or health screening, or if such temperature check or health screening does not meet the requirements set by the Association, the Stadium Manager shall have the right to prohibit such persons from entering the venue.

42. Severability

The invalidity or illegality of any part of the Terms and Conditions of Hire will not affect the validity or enforceability of any other part of these Terms and Conditions.

43. Association May Act Through Authorised Persons

The Association may act through any other persons which the Association, by these Terms and Conditions of Hire, is empowered or required to issue or perform may be issued or performed on behalf of the Association by persons designated by the Association.

44. Notices to Hirer

Any written notice, demand or request sent by the Association to the Hirer shall be delivered to the address stated by the Hirer on the Application Form or such other address as the Hirer may subsequently notify the Association in writing. In the case of delivery by hand during normal office hours, the date of delivery to the address given shall be regarded as the date on which the Hirer received the notice; in the case of delivery by mail, the Hirer shall be deemed to have received the notice on the working day immediately following the date of mailing.

45. Changes to Terms and Conditions of Hire

It is hereby agreed and declared that the Association shall have the absolute right to change these Terms and Conditions of Hire (including but not limited to the attached Schedule) at any time within six months before the first day of booking for any booking or extension of booking which has been confirmed by the Stadium Manager more than six months before the first day of booking, and that such changes shall be deemed to have been made before the Hirer made his booking. However, the Association will notify the Hirer of any such changes as soon as possible.

46. Additional Conditions

The Association reserves the right to impose additional conditions on the Hirer regarding the use of the Venue.

47. Stadium Manager's Authority to Make Final Decision

If there is any inconsistency or ambiguity between Chinese and English versions, the Chinese version shall prevail. In the event of disputes relating to these Terms and Conditions of Hire, the Association and the Stadium Manager shall have right of final decision and the Hirer shall not be entitled to appeal. The Association and the Stadium Manager are not required to provide the Hirer with justifications for their decisions.
