

THE CHINESE UNIVERSITY OF HONG KONG

Terms and Conditions of Hire of Sir Run Run Shaw Hall Auditorium

Part I – General

1. INTERPRETATION

In these Terms and Conditions where the context permits:

- “University” means The Chinese University of Hong Kong;
- “Hall” means Sir Run Run Shaw Hall, The Chinese University of Hong Kong;
- “Unit” means Auditorium, Foyer or Rehearsal Room of the Hall;
- “Manager” means the Manager of the Hall and any person for the time being authorised by him to discharge his functions and duties;
- “Hirer” means a person who hires the Hall or a Unit and, where the application is made on behalf of a club, society or association, includes the said club, society or association;
- “Application Form” means the form annexed hereto prescribed by the University for applying for the hire of the Hall or a Unit;
- “Booking” means the booking of the Hall or a Unit for hire for specified purposes for a specified period;
- “Confirmed Booking” means a Booking which the Manager has notified the Hirer in writing is a Confirmed Booking;
- “Hire Charges” means the hire charges referred to in Clause 4;
- “Deposit” means the deposit referred to in Clause 4.

2. APPLICATION FOR HIRE OF HALL OR UNIT

- (1) A person or organisation applying for a Booking shall send a completed Application Form (in the form attached hereto) to the Manager.
- (2) Upon receipt of such application the Manager may require the applicant to furnish such further information concerning the Booking as the Manager may deem appropriate. The manager will then notify the applicant either that the application has been provisionally accepted, subject to payment of the Hire Charges or Deposit and such other conditions as the Manager may specify, or that the application has been refused.
- (3) The University reserves the right to impose such conditions as it considers appropriate, and to refuse, in its absolute discretion and without giving any reasons, any such application.

Applications for hire will normally not be accepted unless submitted, in the case of hire of the Auditorium, at least 60 days before the proposed date of use, and in the case of the Foyer/Rehearsal Room, at least 30 days before the proposed date of use. Special bookings at shorter notice may be made if there is adequate justification and the Manager in his sole discretion consider it appropriate.

- (4) Upon payment of the Hire Charges or Deposit and compliance with the specified conditions (if any), the Manager will confirm in writing to the Hirer that he has a Confirmed Booking.

3. COVENANT BY HIRER

The Hirer shall ensure the observance and performance by himself his servants and agents and all other persons admitted to the Hall or Unit hired by him of these Terms and Conditions of Hire and shall indemnify the University against all loss or damage arising from any breach of this term.

4. HIRE CHARGES AND DEPOSIT

The Hirer shall pay charges for the hire of the Hall or Unit in accordance with the Scale of Charges for the time being in force (a copy of which is attached hereto). The Scale of Charges may be altered by the University from time to time without notice.

Payment of the Hire Charges or Deposit shall be made as follows:

(1) Auditorium:

Hire Charges for the Auditorium shall be payable in advance in the following manner:

- (i) in the case where the date of application is more than 60 days before the date or the earliest date in a series of dates booked, 50% of the Hire Charges as a Deposit shall be payable on or before the date specified by the Manager and the balance of 50% of the Hire Charges shall be payable not later than 60 days before the date or the earliest date in a series of dates booked;
- (ii) in the case where the date of application is less than 60 days before the date or the earliest date in a series of dates booked, the Hire Charges shall be payable on or before the date specified by the Manager;

(2) Foyer/Rehearsal Room:

Hire Charges for the Foyer and the Rehearsal Room shall be payable in full on or before the date specified by the Manager.

The Hire Charges applicable to any Booking shall be determined by the Manager, who shall notify the Hirer of the Hire Charges and the date by which the Hire Charges or the Deposit should be paid. The Manager may cancel a Booking without notice to the Hirer if such payment is not made by the due date.

5. CANCELLATION OF CONFIRMED BOOKING

A Confirmed Booking may be cancelled without notice to the Hirer in any of the following events:

- (1) if the Hirer uses the Hall or Unit for a purpose other than stated in the Application Form;
- (2) if the Hirer changes the nature of the function;
- (3) if the Hirer obtains a sponsor without the prior permission of the Manager;
- (4) if the Hirer changes an artist or performer from one named in the Application Form;
- (5) if the Hirer allows any organisation, group, company, artist or group of artists, other than those accepted by the Manager, to participate and/or receive publicity in the proposed function without prior permission of the Manager in writing;
- (6) if the Hirer is in breach of Clause 22 or of any condition which the Manager has specified when accepting the application for the Booking.

6. RESPONSIBILITY FOR INJURY AND DAMAGE

The Hirer accepts responsibility for all damage to the Hall or Unit and to any property in the Hall or Unit during the period of hiring of the Hall or Unit and to the property of persons entering or leaving the Hall or Unit during the period of hiring the Hall or Unit by the Hirer, however and by whomsoever caused. The University and the Manager shall not be responsible for any loss or damage to any property arising out of the hiring of the Hall or Unit by the Hirer nor for any death, injury, loss or damage which may be incurred by or be done or happen to any persons resorting to the Hall or Unit during the said hiring nor for any loss or damage arising from the interruption or cancellation of the hiring arising from any cause whatsoever including without limiting the foregoing any mechanical breakdown electricity or water failure leakage or accident fire typhoon breach of law or regulation or Act of God and the Hirer shall indemnify the University and the Manager against all claims actions proceedings demands costs and expenses arising therefrom or in connection therewith.

7. SUB-LETTING

Except with the prior permission in writing of the Manager the Hirer shall not assign or sublet the Hall or Unit hired by him or any part thereof.

8. COPYRIGHT

The Hirer shall not use the Hall or Unit 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 and shall not in any other manner infringe any copyright and the Hirer shall indemnify the University against all claims, actions, demands and costs by reasons of any infringement of copyright whatsoever occurring during the period in which the Hall or Unit is hired.

9. PERMITS

The Hirer shall obtain all permits and licences from all Governmental bodies which by any enactment are required in connection with any entertainment or function in the Hall or Unit during the period when it is hired by him.

10. VACATING PREMISES AND REMOVAL OF PROPERTY AFTER HIRING

- (1) Immediately after the termination of a hiring the Hirer shall vacate the Hall or Unit and remove all property brought by him into the Hall or Unit and shall leave the same in a clean and tidy condition;
- (2) The time used by the Hirer in vacating premises and removing properties and the time left for technicians to re-set the stage are included in the booking time of the hiring. The Hirer should take this into consideration in the planning lest over-run charges will be levied.
- (3) If after any hiring any property of the Hirer or of any other person is found in the Hall, the Manager may remove and store the same in such manner as he may consider necessary and, on demand, the Hirer or other person shall repay to the Manager the cost of such removal and storage which shall be a first charge upon such property, but the University/the Manager shall not be liable for any loss of or damage to such property.

11. COST OF REPAIRS, ETC.

- (1) The Hirer shall pay to the Manager on demand the cost of reinstating or replacing any part of or any property in the Hall or Unit hired by him, which shall be damaged, destroyed, stolen or removed during the period of hire.
- (2) The Hirer shall leave all apparatus, utensils, fixtures, machines or equipment in the Hall or Unit and used by him or on his behalf in a thoroughly clean, wholesome and properly working condition to the satisfaction of the Manager.
- (3) The Hirer shall not permit any electrical apparatus or fittings of any kind to be attached to or used in conjunction with existing electrical fittings in the Hall or Unit without the prior permission in writing of the Manager.
- (4) The Hirer shall not affix any glue, scotch-tape, gum-paper, nails, spikes, tacks or any other thing or drive the same into any partition wall or floor or any fixture fitting or furniture in any part of the Hall or Unit, without the prior approval in writing of the Manager.

12. ADMISSION AND CONTROL OF AUDIENCES/PARTICIPANTS

Admission to the Hall or Unit shall be subject to the control and direction of the Manager who may, in his absolute discretion, prohibit or delay the admission of any person, or at any time order any person out of any Hall or Unit if such person contravenes these Terms and Conditions of Hire or behaves in a noisy, disorderly, or objectionable manner.

The Manager of the Hall reserves the right to put a stop to any entertainment or meeting not properly conducted.

13. REMOVAL OF DANGEROUS PROPERTY

The Manager may order the Hirer to remove from the Hall or Unit anything brought by the Hirer or his agents which in the opinion of the Manager is dangerous or liable to cause nuisance or obstruction and the Hirer shall thereupon immediately remove such thing.

14. DECORATIONS

- (1) No decoration is allowed in or outside the Hall or Unit without the prior consent in writing of the Manager;
- (2) The Hirer shall not permit floral decorations to be placed in any part of a gangway or on any carpeted area;
- (3) The Hirer shall immediately remove all floral decorations placed by him in the Hall or Unit after a hiring.

15. CATERING SERVICES

- (1) The Hirer shall not permit any food or drink to be brought into the Hall or Unit without the prior consent in writing of the Manager;
- (2) The Hirer shall not, without the prior consent of the Manager in writing, permit food, drink or gifts of any kind to be distributed to any members of an audience or members of the public in the Hall or Unit and such consent may be withdrawn by the Manager if there is any breach or non-observance of any conditions prescribed by the Manager for the nature and distribution of such food, drink or gifts.

16. REFUND OF CHARGES/DEPOSIT

- (1) Where the Hire Charges for the Auditorium have been paid in full by the Hirer and the Confirmed Booking of such unit is cancelled by the Hirer:
 - (i) if the Hirer shall give 60 or more days' notice of cancellation he shall be refunded 50% of such charges; and
 - (ii) if the Hirer shall give less than 60 days' notice of cancellation the whole of such charges shall be forfeited to the University.
- (2) If 50% of the Hire Charges have been paid by the Hirer as Deposit and the Hirer shall cancel the Confirmed Booking, the Deposit shall be forfeited;
- (3) Where the Hire Charge for the Foyer or Rehearsal Room have been paid in full by the Hirer and the Confirmed Booking of such unit is cancelled by the Hirer:
 - (i) if the Hirer shall give 30 or more days' notice of cancellation he shall be refunded 50% of such charges; and
 - (ii) if the Hirer shall give less than 30 days' notice of cancellation the whole of such charges shall be forfeited to the University.

17. HOURS OF USE

The hours during which the Hall or Unit may be used by the Hirer are from 9 am – 1 pm, 2 pm – 6 pm, and 7 pm – 11 pm and the Hirer shall not use or permit any person to use the Hall or Unit outside these hours without the previous consent in writing of the Manager.

18. SALE OF GOODS

No goods or articles of any kind or description, other than programmes relating to the function for which the Hall or Unit is hired, may be sold by the Hirer in, or at the entrance of, the Hall or Unit without the previous permission in writing of the Manager.

19. USE OF TOILET FACILITIES

The Hirer, his servants, agents and invitees shall have the right to use the toilet facilities of the Hall in common with all other persons authorised by the Manager to use the same. The Hirer shall indemnify the University/the Manager against all injury loss and damage to any person or property arising out of or in connection with the use by the Hirer, his servants, agents or invitees of the said toilet facilities and all actions claims demands proceedings costs and expenses arising thereout or in connection therewith.

20. PROGRAMME STATEMENT

The Hirer agrees to include, where possible and convenient, in the programme of the function a statement that the Hall or Unit is made available for the function by the kind permission of the Vice-Chancellor of The Chinese University of Hong Kong.

21. CLOSURE

The Manager may at any time and in his absolute discretion close the Hall, or by notice to the Hirer, cancel a Confirmed Booking and on such closure or cancellation any monies paid by the Hirer by way of fees or charges shall be returned without interest or compensation to the Hirer, but the Hall shall not be liable to the Hirer for any loss or damage he may sustain arising out of such closure or cancellation.

22. BREACH OF TERMS AND CONDITIONS

If the Hirer shall fail to observe or perform any of the provisions of these Terms and Conditions of Hire, the Manager may, without notice, cancel the Confirmed Booking and terminate the hiring of the Hall or Unit but such cancellation shall not relieve the Hirer from any of his obligations under the Terms and Conditions of Hire nor affect any right or remedy which the University may have under the Terms and Conditions of Hire or otherwise and any hire charges paid by the Hirer shall be forfeited.

Part II – The Auditorium

23. SEATING ARRANGEMENT

The Hirer shall not alter the seating arrangement in the Auditorium without the prior consent in writing of the Manager.

24. ADMISSION TICKETS

Admission to any performance in the Hall will be by ticket only.

25. ADMISSION AND LATE-COMERS

The Hirer or his representative should be present at the Admission Doors to assist in dealing with matters arising from or during the admission of audience to a function. The arrival of late-comers to a performance also can be very annoying to the rest of the audience. The Hall management, if required by the Hirer, is prepared to admit no members of the public once a performance has begun, until the first interval curtain drop or the conclusion of the first piece of music. If such action is to be taken, hirers are requested to print the following endorsement on the admission tickets: Late-comers will not be admitted unless there is a convenient break in the programme.

In such cases the programme should be so arranged, if possible, that it allows the artist(s) to leave the stage at the end of the first item shortly after the opening to permit the house to settle down and absorb the late-comers.

26. ADMISSION OF CHILDREN

The Hirer shall not, without the prior permission in writing of the Manager, admit children under six years of age.

27. PROGRAMMES

For any performance given, the Hirer shall deposit two copies of the programme with the Manager.

28. SMOKE AND NAKED FLAME

The Hirer shall not permit smoking or the use of naked flame in any part of the Auditorium, gallery, stage, stage flies or wings of the stage.

29. GANGWAYS

The Hirer shall keep all gangways in and means of exit from the Hall clear and free from obstruction at all times.

30. CONTROL ROOMS

- (1) The Hirer shall not, without the prior permission in writing of the Manager, permit access to the lighting switchboard room, the flying tower, the sound control room and the projection room.
- (2) The Hirer shall not, without the prior permission in writing of the Manager, permit any person other than the Manager, or a person duly authorised by him to handle the stage lighting appliances, or operate the stage switchboard, or the sound control equipment or the film projectors.

31. MUSICAL INSTRUMENT

The Hirer shall not, without the prior permission in writing of the Manager, permit any person to have access to or play upon any Hall musical instrument.

32. IDENTIFICATION CARD

Every employee and agent of the Hirer shall wear or carry for inspection by the Manager a clear identification badge or card, a specimen of which shall be deposited by the hirer with the Manager before the hiring.

33. PHOTOGRAPHY IN THE AUDITORIUM

Photography within the Auditorium during or immediately preceeding a performance can be very annoying to members of the audience and on the whole the management would prefer it to be forbidden. However, the decision whether this should take place or not is the responsibility of the Hirer, and if photography is not to be permitted in the Auditorium, a note to that effect should be inserted in the admission ticket and the programme, and the Hall management should be informed in advance so that steps can be taken to prevent photography particularly during performances.

34. SERVICES IN THE AUDITORIUM

The management is anxious that all performances and functions organised by hirers of the Hall should run smoothly and be successful, and will be glad to arrange appointments before the hiring for personal consultation on the requirements, e.g. lighting, sound, furniture. The management however cannot undertake to make adequate arrangements unless this consultation takes place at least two weeks before the hiring.

Hirers are requested to note that it is incumbent upon them to provide their own competent stage manager, lighting director and stage crew for all rehearsals and performances. A strictly limited number of technicians will be available to assist in this work mainly to ensure that the equipment is not mishandled, but it is the clear responsibility of the Hirer to organize the proper presentation of his show.

Part III – Foyer, Rehearsal Room

35. NOISE

The Hirer shall not permit any noise, particularly noise arising from construction or moving of display stands, or the operation of sound equipment, that may cause annoyance to the users of any other Unit.

36. ADDITIONAL FURNITURE, ETC.

The Hirer shall not, without the consent of the Manager, bring into any Unit, any additional furniture or equipment and shall comply in all respects with any conditions with regard thereto which may be imposed by the Manager.

37. DISPLAY MATERIAL

The Hirer shall not, without the prior permission of the Manager, display material across any window and the Manager shall withhold such permission if in his opinion such display will adversely affect the exterior appearance of the building.

38. CROWD CONTROL

When in the opinion of the Manager extra staff are required for crowd control in connection with any hiring, the Hirer shall pay for such pay for such staff in accordance with rates prescribed by the University.

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