

#### A. HIRING FACILITIES

The Sir Run Run Shaw Hall ("the Hall") of The Chinese University of Hong Kong ("CUHK") provides six venues and facilities for hiring, including Auditorium, Foyer, Rehearsal Room and Terrace (collectively the "Venues", each of them or (as the case may be) the relevant one of them is known as a "Venue").

#### B. BOOKING ARRANGEMENT

1. Any company or a group or organization applying to hire and use a Venue (the "Hirer") shall submit a duly completed application form, with copies of relevant supporting documents attached thereto, to the general office at the Hall (the "Hall General Office") in accordance with the terms and conditions in Appendix 1.
2. If the Hirer needs to hire more than one Venue for the same activity/event, or to periodically hire the same Venue, such Hirer is only required to make one application by submitting a single Venue Booking Form. When processing the application, the Hall may approve the application in whole or in part or refuse the whole application. For the avoidance of doubt, if the Hirer wishes to periodically hire the same Venue, the Hall will generally only approve, as a maximum, time slots during the first three months of the relevant months available for hire.
3. For the avoidance of doubt, the Hirer shall only be using the Venue on a licence basis only, without having any exclusive possession in respect of the Venue. The Hirer is merely a licensee of the Venue and not a tenant thereof.

#### C. SUPPORTING DOCUMENTS FOR APPLICATION

When making an application, the Hirer must attach a copy of one of the following supporting documents to the Venue Booking Form:

1. Business Registration Certificate; or
2. Certificate of Incorporation under the Companies Ordinance; or
3. Notification of Establishment of a Society under the Societies Ordinance; or
4. Certificate of Registration of a Society under the Societies Ordinance; or
5. Certificate of Registration of an approved charitable institution or charitable trust; or
6. Certificate of Registration of a School or Certificate of Incorporation under the Education Ordinance

#### D. PAYMENT

1. When the application for hiring a Venue is accepted by the Hall, the Hirer will receive a confirmation letter for the hire. Upon receiving the confirmation letter, the Hirer must pay the deposit or basic hire charges (if applicable) in accordance with the requirements and time limit set out in Appendix 2. The Hirer must also pay the basic hire charges (if applicable). If the Hirer fails to pay the basic hire charges (if applicable) within the prescribed time limit, the application for hiring the Venue (including the confirmation letter for the hire issued by the Hall) will be automatically cancelled without further notice from the Hall.
2. Basic hire charges (including deposit) shall be paid by a crossed cheque made payable to "Sir Run Run Shaw Hall, CUHK" and delivered to the Hall General Office, or paid by bank transfer. If the cheque is delivered by post, it must be sent to the Hall General Office at Sir Run Run Shaw Hall, The Chinese University of Hong Kong, Shatin, New Territories, with the words "Hiring of Facilities at Sir Run Run Shaw Hall" marked on the envelope. Please ensure that sufficient postage has been paid before posting. Responsibility shall solely rest with the Hirer if the application for hiring is in any way affected due to insufficient postage.

#### E. CANCELLATION OF BOOKING

1. Any Hirer who wishes to cancel the booking after the confirmation of the hiring application must advise the Hall in writing as soon as possible before the hiring period. Upon cancellation of the booking, any hire charges (including deposit) already paid will not be refunded and will be treated as compensation for cancellation of booking. If the Hirer has not yet paid the deposit (or any part thereof (if applicable)) or basic hire charges (or any part thereof (if applicable)), the Hirer is still required to pay the balance in full after the cancellation of booking.

2. Unless otherwise agreed by the Hall, no variation in the dates or time slots of a confirmed booking will be allowed.
3. The Hall also reserves the right not to refund any miscellaneous charges or other charges already paid by the Hirer.
4. For the avoidance of doubt, all references to "hire charges" in these Hiring Terms and Conditions include basic hire charges, miscellaneous charges and any surcharges payable by the Hirer ("Scales of Hire Charges").

#### F. ADVERSE WEATHER OR OTHER UNFORESEEABLE CIRCUMSTANCES

- A. Arrangements in case of Tropical Cyclone Warning Signals:
  - a) If Tropical Cyclone Warning Signal No. 3 or below is hoisted by the Observatory on any day, all activities scheduled to be held at the Venues on that day may proceed as scheduled.
  - b) If Tropical Cyclone Warning Signal No. 8 or above is hoisted or such an alert is issued by the Observatory within three hours before the commencement of an activity to be held at the Venues on any day, all such activities scheduled to be held at the Venues on that day shall be cancelled.
  - c) During the time when Tropical Cyclone Warning Signal No. 8 or above is hoisted by the Observatory, the Venues will be closed.
  - d) If Tropical Cyclone Warning Signal No. 8 or above is hoisted before the Hall opens on any day, the Venues will remain closed until three hours after Tropical Cyclone Warning Signal No. 8 or above has been cancelled. If the Tropical Cyclone Warning Signal No. 8 or above is cancelled at or after 8:00 p.m., all Venues will remain closed for the whole day.
  - e) In respect of any activity being cancelled due to the hoisting of Tropical Cyclone Warning Signal No. 8 or above, the Hall reserves the right not to refund any hire charges already paid by the Hirer.
- B. Arrangements in case of Rainstorm Warning Signals:
  - a) If the Observatory issues any Amber, Red or Black Rainstorm Warning Signal in the course of an activity held at the Venue on any day, all activities scheduled to be held at the Venues on that day will continue.
  - b) If Black Rainstorm Warning Signal is issued by the Observatory on any day within three hours before the commencement of an activity to be held at the Venues on any day, the Hall reserves the right to cancel all such activities scheduled to be held at the Venues on that day.
  - c) If Black Rainstorm Warning Signal is issued before the Hall opens on any day, all Venues will remain closed until three hours after the Black Rainstorm Warning Signal has been cancelled. If the Black Rainstorm Warning Signal is cancelled at or after 8:00 p.m. on that day, all Venues will remain closed for the whole day.
- C. Except as otherwise provided in F(1) and (2) above, in case of adverse weather, or upon the announcement of "extreme conditions" by the Observatory before Typhoon Warning Signal No. 8 is replaced by Typhoon Warning Signal No. 3, or due to other unforeseeable circumstances resulting in the Hirer being unable to use the Venues, the Hall shall have the right to cancel all activities scheduled to be held at the Venues on that day. Except as otherwise provided in F(1) and (2) above, if in the opinion of the Hall the cancellation of the hiring of a Venue is not due to the fault of the Hirer, the Hall may consider refunding the hire charges already paid by the Hirer or, with the approval of the Hall, altering the date of hire.

#### G. OTHER HIRING TERMS

1. The Hirer shall be the organizer of the activities to be held at the Venue and shall be the sole user of the Venue, and shall not in any way transfer or sub-license the Venue. A Hirer may jointly hold the activities with other institutions or organizations, but he/she/it must identify to the Hall all such joint organizers or sponsors before he/she/it starts to publicize or promote the relevant activities. The Hirer shall first obtain the Hall's consent to any change in the aforesaid matters.
2. The Hirer shall first obtain the Hall's consent to any change in the usage of the Venue or the details of the activities to be conducted therein.
3. The Hirer shall obtain the Hall's consent on the seating plan of any activity, regardless of whether the activity is subject to payment of admission fees. If a Hirer holds any activity which is subject to payment of admission fees, such Hirer shall confirm the seating arrangements with the Hall two weeks prior to the sale of tickets. A Hirer shall first obtain the consent of the Hall on ticket designs and price lists (if applicable). The name of the hosting organization, name of the programme, venue, date and time of the event, and ticket prices (if applicable) must be shown on the tickets. If applicable, the

- tickets shall specify that late comers have to wait for an appropriate time before admission to the Venue. The seat number, age limit, and other relevant terms must also be stated on the ticket.
4. For every activity to be held in the Auditorium, the Hirer shall reserve four management seats for the use of the Hall. The seats so reserved will not be shown on the seating plans issued to the Hirer
  5. For every activity to be held in the Auditorium, the Hirer shall reserve twenty seats for CUHK community. The distribution will be solely to the CUHK students and staff and at the sole discretion of the Hall. If the Hall does not need to use the seats, it will notify the Hirer for cancelling the reservation of such seats one week prior to the activity.
  6. The total number of tickets sold or distributed by a Hirer for an activity shall not be more than the number of seats approved by the Hall for such activity (the "specified number of seats"). If the activity is free of charge and the Hirer intends to distribute more tickets than the specified number of seats in order to guarantee the attendance rate for that activity, then in principle the number of tickets which the Hirer may distribute for that activity shall not exceed the specified number of seats for that activity by more than 30% and the Hirer shall first obtain the Hall's consent to the above arrangement. If the Venue is full house, the Hirer must stop further ticket holders from entering the Venue and shall arrange personnel to deal with any possible complaint.
  7. The Hirer shall not, and shall ensure that participants will not, bring animals or livestock into the Venue, except where there is such a need for the activity and the Hirer has obtained the Hall's consent thereto and all relevant licences and/or permits.
  8. The contents of the promotional materials prepared or provided by the Hirer must be true, accurate and impartial and must not contain anything misleading or fraudulent. If the promotional materials contain any reference to CUHK or the Hall, whether express or implied, consent of the Hall must first be obtained. The Hirer shall bear full responsibility for the promotional materials, and shall ensure that CUHK, the Hall and their associated persons are not liable to any compensation which may arise therefrom.
  9. The Hirer shall inform the Hall about the operation, set-up and venue service requirements of the activity concerned at least one month before the hire period, and shall pay all charges necessary for the use of the relevant facilities and venue services (the "miscellaneous charges") in accordance with Appendix 2. Unless the consent of the Hall has been obtained, a Hirer shall not install, hang or place in a Venue any device, set-up, decoration or equipment not supplied by the Hall. If the Hall's consent has been obtained for the use and/or installation of any device, set-up, decoration or equipment not supplied by the Hall, a Hirer shall properly dismantle and remove such device, set-up, decoration and/or equipment and reinstate the Venue to its original state and condition upon the expiry of the hire period.
  10. Any Hirer or his/her/its associated persons who need to use the equipment and facilities of the Hall, including (in particular) the stage and exhibition lighting equipment, must first obtain the Hall's consent and pay the relevant fees (if any) charged by the Hall. The Hirer and his/her/its associated persons shall use the equipment and facilities in a proper manner, and shall properly reinstate the equipment and facilities to their original state and condition before returning the same to the Hall upon the expiry of the hire period.
  11. If any Hirer refuses or fails to dismantle or remove any device, set-up, decoration or equipment not supplied by the Hall, and/or refuses or fails to reinstate the venue facilities and equipment to their original state and condition, and/or has caused any damage to the Venues and/or the Hall as well as any loss or liability arising therefrom, the Hirer shall pay compensation to the Hall and additionally pay the Hall an administrative fee equivalent to 20% of the compensation amount. The Hall's decision on the amounts of compensation and administrative fee shall be final and binding on the Hirer.
  12. All activities of the Hirer shall comply with Hong Kong laws, government department guidelines and all rules, by-laws and regulations of CUHK. The Hirer shall obtain all necessary permits and licences at their own expense and shall satisfy the relevant approval terms (such as, lottery licences, film censorship, etc.). The relevant permits and licences shall be submitted to the Hall at least seven days before the hire period.
  13. Before any activity commences, the Hirer shall ensure that he/she/it has paid for all intellectual property rights (including without limitation patents, trademarks, service marks, brand names, design rights and copyrights) related to the activity, and that such intellectual property rights shall remain valid and subsisting throughout the whole of the hire period. No Hirer shall infringe the intellectual property rights of any third party.
  14. Any Hirer who needs to make connection to the electrical installation of the Hall shall obtain the consent of the Hall, and such connection to the electrical installation shall be made in accordance with the instructions of the Hall.
  15. CUHK campus is a non-smoking area. The Hirer must abide by, and shall ensure that all users abide by, this provision. Should there be any activity involve smoking or the use of naked flame within the Venue, consent of the Hall shall first be obtained.
  16. Appropriate protective measures shall be taken by the Hirer when placing furniture and equipment in the Venue.

17. If the Hall considers that any item or article brought into the Hall by the Hirer or any other person relating to the activity to be held at the Venue (including without limitation all working personnel, activity participants and performers) (collectively, the "activity related persons") may pose any danger or is obstructive to other people, the Hirer shall remove such item or article from the Hall immediately.
18. The Hirer shall comply with noise control measures to avoid causing noise or other nuisance to other people.
19. The Hirer shall maintain all passages and exits of or relating to the Venue unobstructed.
20. The Hirer shall only use his/her/its hired Venue. If the Hirer intends to use any area outside the Venue for promotion, posting or installing any article and/or carrying out any other activities, the Hirer shall first obtain the Hall's consent.
21. The Hirer shall provide the Hall with two copies of the programme brochures/pamphlets of the activity to be conducted at the Venue at least seven days before the commencement of the relevant activity.
22. If the Hirer plans to promote to the public that he/she/it will be holding an activity at the Venue, he/she/it shall first submit copies of the publicity or promotional materials to the Hall for confirmation of approval before the Hirer may promote and distribute them to the public and post and/or use the same.
23. Any Hirer who needs to distribute or sell any item or article at the Venue or any other place in the Hall must first obtain the consent of the Hall.
24. The Hirer shall provide sufficient working personnel (including security staff and first aiders), who will be responsible for crowd control, ushering service, medical and emergency services, and the handling of complaints made by activity participants. Ample time shall be reserved in the hiring slots for admission and post-show procedures. If any of the activity related persons has violated these Hiring Terms and Conditions, committed any misconduct, and/or has or is suspected to have contracted any infectious disease or refused to undergo health checks, then upon the Hall's instructions, the Hirer shall prohibit such person from entering and staying in the Hall. The Hirer shall cooperate, and shall ensure that his/her/its activity related persons cooperate, with the staff of the Hall.
25. Any Hirer who carries out photography, film making, sound or video recording, or television or radio broadcast within the Hall shall first obtain the consent of the Hall.
26. A Hirer shall be responsible for the words and actions of his/her/its activity related persons and shall avoid the occurrence of undesirable circumstances, such as any defamation, insult, chaotic situation, endangering of safety and breach of the peace.
27. The Hirer is required to observe and comply with the National Anthem Ordinance (Instrument A405) should the events involve the playing and singing of the national anthem. The Hirer is also requested to inform the Hall of any playing and singing of the national anthem in the events at least 4 weeks in advance. For details, please visit : <https://www.elegislation.gov.hk/hk/A405>. The standard score and the official recording of the national anthem can be found on the website of the Constitutional and Mainland Affairs Bureau: [https://www.cmab.gov.hk/en/issues/national\\_anthem\\_occasions.htm](https://www.cmab.gov.hk/en/issues/national_anthem_occasions.htm)
28. In accordance with the National Flag & National Emblem Ordinance (Instrument A401) and the Regional Flag and Regional Emblem Ordinance (Instrument A602), the Hirer who would like to display and use the national and regional flags or emblems during their booking periods should ensure that their designs are in compliance with the specifications set out in the respective Ordinances and make prior written applications to the Deputy Director of Administration (Email : [flags&emblems@cso.gov.hk](mailto:flags&emblems@cso.gov.hk) or Fax : 28046552). The processing time required varies and it takes about 3 to 4 weeks in general. For details, please visit:  
<https://www.elegislation.gov.hk/hk/A401> (the National Flag & National Emblem Ordinance)  
<https://www.elegislation.gov.hk/hk/A602> (the Regional Flag and Regional Emblem Ordinance)
29. The Hirer shall ensure the observance by himself/herself/itself, his/her/its servants and agents and by all other persons admitted to any facilities hired by him/her/it of the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region and the laws of the Region in relation to the safeguarding of national security, and shall not engage in any act or activity which are not in compliance with the said legislation.
30. The Hirer and the activity related persons must not eat or drink in the Venue such that the Venue will be returned to the Hall in a clean and tidy condition, subject to any special consideration by the Hall according to the nature of the activity.
31. The Hirer and the activity related persons shall leave and vacate from the Venue and the Hall before the end of the hire period. The Hirer shall pay to the Hall an overtime charge for failing to vacate from the Venue and the Centre in a timely manner, and the Hirer is also liable to pay compensation if any other party (such as such person hiring the Venue immediately thereafter) is affected or CUHK or the Hall sustains any loss as a result thereof. The Hall shall have the right to dispose of any items left behind in the Venue and/or the Hall at the end of the hire period. The Hall shall have the right to clear such items and claim against the Hirer for the costs incurred. The Hirer shall fully indemnify the Hall against any cost, claim and liability arising from the clearance and disposal of the items so left behind at the Venue after the hire period.
32. The Hall staff or its authorised persons may enter the Venue at any time to discharge their duties.

33. Save as otherwise provided in these Hiring Terms and Conditions, the Hall shall have the right to close the Hall or any Venue therein or notify any Hirer that his/her/its booking is cancelled at any time. In respect of the cancellation of booking under this clause, the Hall will return the hire charges without interest after having deducted any amount payable by the Hirer. The Hall shall not be liable for any losses arising from the closure of the Hall and/or any Venue or the cancellation of booking.
34. CUHK and the Hall will not be responsible for and shall not be liable to pay any compensation for, any acts or activities that may affect the Hirer, any activity related persons, other hirers, or any other persons.
35. To ensure all acts and activities of the Hirer will conform with the Hall's management arrangements or safety standards, the Hall will impose relevant management and safety requirements on the acts and activities of the Hirer and the activity related persons. A Hirer must comply with, and shall ensure that his/her/its activity related persons will comply with the Hall's requirements.
36. The Hirer shall be wholly liable for any property loss and personal injury and death arising from the booking and/or use of the Venue. The Hirer shall effect and maintain insurance (including third party insurance) to protect CUHK, the Hall and their associated persons against claims or demands by any person.
37. If as a result of any strike, labour dispute, accident or any circumstances beyond the Hall's control, the Hirer and/or the activity related persons have suffered or incurred any loss and liability, CUHK, the Hall and their associated persons shall not be held liable therefor and will not pay any compensation in respect of such loss and liability.
38. If the Hirer fails to comply with any of these Hiring Terms and Conditions, the Hall shall have the right to forthwith terminate such Hirer's booking and the relevant hire period without any compensation therefor, and the Hall reserves all rights to claim against the Hirer and his/her/its activity related persons therefor. Should the hire period be terminated by the Hall, the Hirer shall be responsible for all legal obligations and liabilities which may arise under these Hiring Terms and Conditions, and such termination will not affect the Hall's rights hereunder (including the Hall's rights to recover the hire charges and compensation from the Hirer). Any hire charges already paid will not be refunded.
39. The Hall shall have the right to amend these Hiring Terms and Conditions at any time and the right to interpret these Hiring Terms and Conditions. The Hall shall also have the right to reject any application without giving any reason therefor.

#### H. ENQUIRIES

For any enquiries, please contact the Hall staff by attending the Hall General Office in person or call 3943 1598 during the following office hours:

Monday to Friday (except public holiday):	9:00 a.m. to 1:00 p.m. 2:00 p.m. to 6:00 p.m.
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## APPENDIX 1 BOOKING SCHEDULES

<b>Auditorium</b>	
<b>Application Time</b>	Applications will be allowed within 2 to 6 months before the hire period.
<b>Reply Time</b>	The Hall will generally issue a confirmation letter for the hire within 14 working days.
<b>Approval</b>	Will be handled on a first-come-first-serve basis subject to actual operational concern. In the course of approving a hiring application, the Hall will generally consider the nature of the subject Venue, the artistic merit of an activity and whether it is suitable to the Venue's specified uses, length of the hire period, the popularity of a Hirer's activity in the past, past hiring record and the Hirer's performance as well as other factors deemed appropriate by the Hall. The Hall reserves the final decision over the approval of a hiring application, and no explanation would be given for unsuccessful hiring applications.

<b>Foyer, Rehearsal Room and Terrace</b>	
<b>Application Time</b>	Applications will be allowed within 1 to 6 months before the hire period.
<b>Reply Time</b>	The Hall will generally issue a confirmation letter for the hire within 14 working days.
<b>Approval</b>	Will be handled on a first-come-first-serve basis subject to actual operational concern. The Hall reserves the final decision over the approval of a hiring application, and no explanation would be given for unsuccessful hiring applications.

### Remarks

The following provisions shall apply to Appendix 1:

1. Working days refer to Monday to Friday (except public holiday)
2. The reply time will be counted from the time when a Hirer has submitted all documents necessary for a hiring application.
3. Hiring applications outside the booking schedules will be handled by the Hall separately. Due to operational considerations, however, applications for hiring the Auditorium submitted within one month before the intended date of hire are generally not accepted.

## APPENDIX 2 PAYMENT SCHEDULE

<b>Auditorium</b>	<b>Foyer, Rehearsal Room and Terrace</b>
A sum equivalent to 25% of the basic hire charges shall be paid as deposit within two weeks after the issuance of the confirmation letter for the hire by the Hall. The balance shall be paid one month before the first date of the confirmed hire period. The additional venue hire charges and miscellaneous charges (if any) shall be paid within one month after the hire day or the last date of the confirmed hire period.	the whole sum of basic hire charge shall be paid within two weeks after the issuance of the confirmation letter for the hire by the Hall.