

東華三院東蒲 綜合會堂（黑盒劇場）
TWGHs TungPo Multi-Purpose Hall (Black Box Theatre)

場地使用守則 House Rules

1. 使用者須填妥「M3-綜合會堂（場地使用申請表）」，東蒲將會於收到申請表後開始處理有關申請。
Hirers must complete “M3-Multi-Purpose Hall Venue Application Form”, and TungPo will process the application after receiving the application form.
2. 使用者如違反本守則任何一項規定，東蒲可以即時取消任何已獲覆實申請活動並毋須為其決定作出解釋及賠償。
Any breaching of the hiring requirement specified in this House Rule may result in the cancellation of the confirmed reservation without giving reasons and TungPo will not be responsible for any loss to the hirer.
3. 使用者不得在使用時間前將任何物件、道具、展品搬入場地或進入場地預備、綵排或裝置。
Not until the commencement of the booking period can the hirer bring any goods or properties into the venue, or make preparations or rehearse in the venue.
4. 當使用時段結束後，請準時離開及交還場地。超時不足一小時亦作 1 小時計算，並須於使用當日繳付費用。
No activity shall continue at the end of the session booked. Users should leave the venue on time. An additional hour will be charged for part of an hour of overtime, and the payment should be made on the same day of borrowing.
5. 除經東蒲批准外，不可在場地內進行使用用途以外之節目或更改活動性質。
No other form or nature of activities should be conducted other than the stated purpose of the booking unless approved by TungPo.
6. 使用者不得轉讓已確認的預訂或調動已確認的申請日期或時間。所有已繳付的費用及按金均不設退款。
No transfer of a confirmed booking to another dates and times shall be conducted. All paid fees and deposits are non-refundable.
7. 使用者須依照場地申請回覆上的資料付款。總費用須於發票發出後 14 天內繳付。如使用日期與申請獲批准日期距離不足 14 天，申請者須於接獲批准使用申請結果後 7 天內繳付全費。如使用日期與申請獲批准日期距離不足 7 天，申請者須於接獲批准申請結果後 3 天內繳付全費。如申請者未能於指定日期內繳付全數費用，而未有通知或提供合理解釋，將視作放棄申請論，所有已支付的費用不設退款，而不作另行通知。
Total fee should be paid by the applicant within 14 days after the invoice has been issued. The applicant should pay the full payment within 7 days after receiving the venue confirmation notice if the first date of using the venue is less than 14 days. The applicant should pay the full payment within 3 days after receiving the venue confirmation notice if the first date of using the venue is less than 7 days. The venue reservation will be treated as invalid if the applicant fails to pay all the fee within the specified date without notice or a reasonable explanation and all paid fees and deposits are non-refundable without further notice.

8. 倘若使用者超時使用場地或臨時租用額外服務及器材，使用者必須於使用場地當天內繳付該費用。
The venue will charge the hirer for any overtime usage and extra service and equipment rental, the hirer should pay the fee before you leave the hall.
9. 請小心使用東蒲各設備，並在使用後將所有設備放回原位。如使用後有損壞，使用者須負責賠償。
All equipment provided should be used with care and put back to its original place after use. The hirer will be responsible for the compensation of any damaged equipment.
10. 所有自攜的器材、佈景、道具及枱椅雜物等等，只可以存放在會堂內範圍，不得貯存在東蒲任何公共地方，例如走廊、接待處等等。請保持通道、出入口和樓梯在任何時間均暢通無阻。
All the bring in equipment, scenery, props, chairs, tables and miscellaneous items must stay within the hall, and shall not be stored at any part of the public area within TungPo, namely the corridor and the reception area. All passageways, entrances/exits and staircases shall be kept clear and unobstructed at all times.
11. 使用者須為自行負責所辦之活動或節目的相關公眾責任保險包括但不限於第三者保險，以保障參加者之安全。倘因使用者的活動令參加者有任何失責或違約行為（不論是否蓄意）或損失而造成任何法律行動或責任，使第三者向東蒲採取法律行動、提出要求、索償，使東蒲牽涉入訴訟，須繳付訴訟費或其他開支或須承擔任何責任，則使用者須彌償東蒲所蒙受之一切損失及保障東蒲全免受該等損失。
The hirers are responsible for their own public liability insurance including but not limited to third parties liabilities for all approved activities or programs, to ensure the safety of the hirers. If any legal action or liability or loss arises due to any dereliction of duty or breach of contract (whether intentional or not) by the hirer, causing a third party to take legal action, request, claims against TungPo, including litigation, legal fees, or other expenses and liability, the hirer shall compensate all losses of TungPo and protect TungPo from all such losses.
12. 使用者須確保節目當天的入場人次（包括工作人員）不多於東蒲批准人數，否則東蒲職員有權要求使用者禁止任何超額人士進入場地。
Hirer is responsible for ensuring that the number of attendees (including staff) does not exceed the limit approved by TungPo. Otherwise, the venue will ask the hirer to stop persons entering the hall from exceeding the limit.
13. 場地在晚上11時後不提供任何形式的服務。
No service will be provided after 11pm.
14. 除經東蒲批准外，不可在場內攝影、錄影、拍攝電影、電視片或舉行茶會及記者招待會。
No photo-taking or video recording, filming, making of TV films, team reception or press conference is allowed unless approved by TungPo.
15. 凡有商業廣告需要張掛/電視錄影/錄音/場內飲食等，請於申請場地時向東蒲申請，否則一律禁止進行。
For commercial advertisement display (e.g. banner/logo/trademark), in-house F&B, video or audio recording, please notice TungPo in the application form. Otherwise, all said activities will be strictly prohibited.

16. 東蒲內嚴禁吸煙。
No smoking is allowed.
17. 除經東蒲批准外，任何人士（包括使用者、工作人員及觀眾）嚴禁於場地內飲食，如有違規，東蒲會向使用者收取三千港元額外清潔費。
No eating and drinking are allowed for hirers, crews and audiences unless approved by TungPo, TungPo will charge additional cleaning fees HK\$3,000 to the hirer for any violation.
18. 使用者必須保持場地及場地內設施清潔及衛生。
Hirers should keep the hall and other facilities clean and sanitary.
19. 使用者不得故意妨礙任何正在執行職責的東蒲職員，或故意妨礙、騷擾、干擾或煩擾任何其他正在使用場地的人或於場地內進行一切影響他人的活動。
Hirers shall not wilfully obstruct any staff of TungPo in performing his duty or wilfully obstruct, disturb, interrupt or annoy any other person in using the facility or are not allowed to disturb other hirers.
20. 使用場地期間使用者須負責活動的人群控制和秩序。保持通道、出入口和樓梯在任何時間均暢通無阻。
The hirer shall be responsible for maintaining the crowd control and order of the activity during the booking period. All passageways, entrances/exits and staircases shall be kept clear and unobstructed at all times.
21. 使用者若使用任何種類的音像製成品，必須自行向原創人或有關音像版權持有人申請版權許可證或使用權。
The hirer shall obtain copyright permit or permission of use from its composer, author or licensing representative for the broadcast or use of music and/or song or its product.
22. 使用者須按照香港法例及政府部門的指引，取得所需牌照及許可證並履行相關的批核條款（例如抽獎許可、捐款許可、電影檢查等）。有關的牌照及許可證須於使用期前最少 7 天向東蒲呈交。
The hirer shall obtain all required licenses and/or permits according to the laws and guidelines of The Hong Kong Government (such as lottery permit, donation permit, film censorship, etc.). The relevant licenses and permits must be provided to TungPo 7 days before the booking period.
23. 使用者須確保在活動前已自付獲得與該活動相關的所有知識產權，並確保該等知識產權在整個使用期間內一直有效並持續存在。使用者不得侵犯任何第三方的知識產權。
The hirer shall obtain written permission from the copyright owner for displaying, using or/and public performing to the related works or products, and ensure the permission is valid throughout the booking period.
24. 使用者若安排海外表演者，樂師及技術人員，必須向入境事務處申請有關簽證。
Any organization that arranges performances including overseas artists, musicians, or technicians is required to apply for working visas from the Immigration Department.

25. 所有擬在使用場地派發及展示的宣傳品或刊物，內容僅限於與獲覆實申請活動的目的和性質相符的資料，並不得載有冒犯性、侮辱性或違反任何香港法律內容，及必須事先獲得東蒲同意，並按照東蒲許可的地點和派發方式分發。

Contents of the publicity materials or printed matters to be distributed and displayed at the hiring facilities are restricted to information that matches the objectives and nature of the confirmed function only and such contents must not be offensive, abusive or in violation of any laws of Hong Kong. Prior approval of TungPo should be obtained and the materials or printed matters concerned are to be distributed in approved locations and in a manner as specified by TungPo.

26. 使用者必須於獲覆實申請活動日期前一個月或任何宣傳印刷品付印前，提供獲覆實申請活動的宣傳品資料，包括海報、單張、場刊樣本給東蒲審閱。

The hirer must provide sample of publicity materials including posters, leaflets and house programmes of the confirmed function for approval one month in advance of the function or before the printing.

27. 除事先獲得東蒲批准外，使用者嚴禁於東蒲內進行任何形式的銷售或買賣，有關申請程序及分賬事宜請參閱「M1-綜合會堂（場地價目表）」並與東蒲職員聯絡。

Hirers are not allowed to carry out any forms of selling or purchasing in the hall unless priorly approved by TungPo. Please refer to “M1-Multi-Purpose Hall (Price List)” and contact us for the application and profit sharing details.

28. 使用者必須自行評估及保障使用場地時為表演者/參加者/其他在場人士構成的一切風險。一切意外、受傷、財物遺失等，東蒲概不負責。

The venue will accept no claims whatsoever in connection with any accidents, injuries, loss of valuables incurred directly or indirectly arising out in hirer booking period to the performers/participants/any persons in the hall.

29. 東蒲將不會為在東蒲內進行的活動、或於東蒲內擺設或展示的物品可能出現的破壞或損失負上責任，使用者必須確保所有裝置的安全性及穩固程度並自行為活動購買相關保險。

TungPo will not be responsible for any possible damage or loss or the relevant compensations to the activities, or exhibits or displays in TungPo. Hirer should ensure the safety of activities or exhibits or displays in the hiring venue and purchase the appropriate insurance for the event.

30. 若自攜「燈光及電力設備」到東蒲使用，必須參考機電工程署之電力規例工作守則的要求，如關於電力安全有任何問題，請聯絡東蒲。詳情請參考以下網址：https://www.emsd.gov.hk/tc/electricity_safety/index.html

All brought-in “Electrical and Stage Lighting and Audio Equipment” to be used in the Multi-Purpose Hall, shall meet the requirements of “Code of Practice for Electricity (Wiring) Regulations”. Please contact the venue management for any electrical safety concern.

Website reference: http://www.emsd.gov.hk/emsd/eng/welcome/em_safety.shtml

31. 使用者如擬在活動舉行期間奏唱國歌，須遵守《國歌條例》(文件 A405)的規定指引，並須於使用日期前一個月將相關安排通知東蒲管理部門，詳情請瀏覽：<https://www.elegislation.gov.hk/hk/A405>。
- 有關國歌的標準曲譜及官方錄音請見政制及內地事務局網頁：https://www.cmab.gov.hk/en/issues/national_anthem.htm
- Hirers are required to observe and comply with the National Anthem Ordinance (Instrument A405) should the events involve the playing and singing of the national anthem. Hirer is also requested to inform the Venue Management Team of any playing and singing of national anthem in the events at least one month ahead of the first date of hiring, 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 Constitutional and Mainland Affairs Bureau: https://www.cmab.gov.hk/en/issues/national_anthem.htm
32. 根據《國旗及國徽條例》(文件 A401)及《區旗及區徽條例》(文件 A602)，使用者如欲於使用期間展示或使用國旗、國徽、區旗及區徽或其圖案，必須按相關條例規定的規格製造及展示，並須事先以書面方式向副行政署長提出申請(電郵：flags&emblems@cso.gov.hk；傳真: 2804 6552)，詳情請瀏覽：<https://www.elegislation.gov.hk/hk/capA401> (《國旗及國徽條例》)
<https://www.elegislation.gov.hk/hk/capA602> (《區旗及區徽條例》)
- In accordance with the National Flag & National Emblem Ordinance (Instrument A401) and the Regional Flag and Regional Emblem Ordinance (Instrument A602), 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 or Fax: 2804-6552).
- For details, please see the National Flag and National Emblem Ordinance.
<https://www.elegislation.gov.hk/hk/capA401> (National Flag and National Emblem Ordinance)
<https://www.elegislation.gov.hk/hk/capA602> (Regional Flag and Regional Emblem Ordinance)
33. 使用者須確保其本人、其僱員、代理人及在使用期間獲准進入東蒲的任何人士遵守《中華人民共和國香港特別行政區維護國家安全法》和香港特別行政區有關維護國家安全的其他法律，包括但不限於《維護國家安全條例》，不得從事違反上述法律的行為和活動。
- Hirer shall ensure the observance by themselves, their servants and agents and by all other persons admitted to any facilities hired by him 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 including but not limited to Safeguarding National Security Ordinance, and shall not engage in any act or activity which are not in compliance with the said legislation.

34. 申請者或團體必須遵守所有香港法律，包括但不限於相關的出入境條例、勞工法例（包括勞工處發出的「僱用兒童藝員指南」）及其他所有適用於香港的法律條文；不得在任何公眾地方/東蒲內對他人及/或交通造成滋擾或阻礙；不得造成噪音滋擾，以及不得作出及展示色情、不雅淫褻、意識不良、令人反感或令人厭惡的表演/行為/刊物/影像。相關法律條文主要載列於《簡易程序治罪條例》（第 228 章）、《噪音管制條例》（第 400 章）、《淫褻及不雅物品管制條例》（第 390 章）及《禁止層壓式計劃條例》（第 617 章）等。活動內容須適合青少年觀看或參與。

The hirers and the performers shall observe the Hong Kong Law and the related rules for the use of the TungPo venue, applicable immigration and labour legislation (including the Guide to the Employment of Child Entertainers issued by the Labour Department) and other applicable legal regulations of Hong Kong, including but not limited to not being allowed to cause annoyances, disturbances or obstructions to others and/or traffic, noise annoyances, and to carry out obscene, indecent, repulsive or offensive performances/publication/behaviors. Related legal provisions are mainly listed in Section 4A of the Summary Offences Ordinance (Cap.228), Noise Control Ordinance (Cap.400), Control of Obscene and Indecent Articles Ordinance (Cap.390) and Pyramid Schemes Prohibition Ordinance (Cap.617). Event content must be suitable for youth.

35. 因惡劣天氣（懸掛黑色暴雨警告信號、八號風球或以上信號等）引致活動未能如期進行，東蒲將安排往後仍未借用的檔期作替補（期限為受影響使用日起計的一年內），恕不設退款（部份或全數）。

If the booking cannot be carried out as scheduled due to weather problems (such as the black rainstorm warning or typhoon signal No.8 or above etc.), TungPo will arrange for the future slots that have not been rented out to be replaced (the period is one day from the affected booking date within the year), no refund (partial or full) will be given.

36. 場地使用期間，若出現不可預計或不可抗力的情況（包括不限於重大災害、市面大規模的交通癱瘓等）而引致場地關閉或服務未能提供，東蒲豁免任何責任。

TungPo waives any liability in the event of unforeseeable or force majeure during the use of the venues (including but not limited to major disasters, large-scale traffic disruption, on-site air conditioning, power or video system failure) resulting in the closure of the venues or the failure to provide services.

37. 若使用者在使用日期前 90 天內取消獲確認場地申請，東蒲將沒收所有已繳費用，一概不會退還。

If the hirer cancels the confirmed booking within 90 days prior to the booking start date, TungPo will forfeit all fees paid, and no other fees will be refunded.

38. 如使用者取消部分或全部獲確認場地申請時，已有過期欠款，有關欠款亦必須全數繳交。東蒲亦有權追討餘下應繳而未繳的費用，以賠償東蒲損失。

In the event that the hirers cancels either some or all of the confirmed booking and there are outstanding overdue payments, the hirers must settle the full amount of those payments. TungPo also has the right to pursue the remaining unpaid fees to compensate for any losses incurred.

39. 任何人士如違反上述守則或不聽從東蒲職員之勸告，東蒲職員有權即時要求違反守則者離開，一切已繳款項概不退還。
- TungPo may ask persons who do not obey the above regulations to leave the hall immediately and fee paid will not be refunded.
40. 使用者攜帶進入場地的所有佈景、裝置、道具及儀器，必須合乎及遵守有關的條例及條款，及不會造成任何污染。
- Any and all scenery, installation, equipment brought into the venue must meet with fire and public safety or other related regulations and will not cause any dirty.
41. 場地內的設備或椅子、桌子等傢俱均不能用作任何佈景/道具使用。
- No house equipment or furniture such as chairs, tables, etc., is permitted to be used as props or set pieces within the hiring venue.
42. 場地內的椅子沒有編制座位編號，如有需要，請自行安排位置及編號，並於離開場地前還原。
- Chairs are not assigned with seat number; hirers would need to arrange the position of the chairs and assign seat number by yourself if the audience chairs are required, please restore all the chairs before you leave.
43. 地下如需要用間線，可使用有色電線膠布或3M有色膠布，離開場地前請清走地下所有膠布。如有損壞，需作賠償。
- For line marking on floor, please use wire tape or 3M color tape only. Please clean up all the marking before leaving the facility. Hirer will be claimed if there are any damage.
44. 如搬運重型物件，需要事前於場地內鋪好夾板在地面上，方可進行（自行負責）。
- When moving bulky/heavy items, please pave floor board/covering on the floor by yourselves.
45. 使用者需在使用期滿前將其搬進場地的物件撤離，包括海報、橫額等。倘若使用日期後仍有物品遺留在場地內，東蒲有權自行處理而不作另行通知。而使用者或其他有關人士則須在接獲通知後，立即支付場地清移及存放這些物品的費用。
- The hirer must remove all material (e.g., poster, banner) from TungPo upon expiry of the hiring period, otherwise anything remaining will be treated as unwanted and disposed without further notice by the venue at a cost charged to the hirer.
46. 在一般情況下，所有佈景或裝設必須以防火材料製作，任何易燃的噴漆均不能在東蒲的任何地方使用。任何明火燃點蠟燭，必須要得到東蒲職員的同意，方可在東蒲內使用。所有使用中的明火，必須要距離任何服飾、大幕、布帳及幕景最少1.5米。東蒲將保留所有要求使用者進行佈景防火處理的權利。
- In general, all scenery shall be fireproof, and/or made of fire retardant material. Inflammable spray painting is not permitted in any part of TungPo. Any use of lit candle, shall be kept away from costumes, curtains, draperies and other scenery for at least 1.5 meter, and requires application and permission in advance from TungPo. Venue reserves all rights to request the hirer to perform any flameproof treatment and provide a relevant certificate whenever necessary.

47. 如活動期間有任何特效，請事先與東蒲申請，獲東蒲批准方可使用。
If there are any special effects during the event, please contact TungPo's staff for approval before move-in to TungPo.
48. 由於限制條例要視乎使用團體之節目性質或比賽活動性質，故此東蒲將保留一切增加或刪改之權利。
The above regulations are subject to change without prior notice.
49. 以官方網站上的場地使用守則為準。
All bookings will be subject to the latest House Rules on the official website of TungPo.
50. 東蒲有權更改上述各項規則而毋須作出事前通知。
TungPo reserves the right to amend the above regulations without prior notice.
51. 如本條款及細則的中英文版本有任何不一致，須以中文版本為準。
If there is any inconsistency between the English and Chinese versions of these Terms and Conditions, the Chinese version shall prevail.
52. 若就場地使用有任何爭議，東蒲保留最終決定權。
In the case of any dispute, our decision shall be final.

使用者聲明 Declaration from the Hirer :

本機構明白及同意東蒲收集及保存機構資料的目的及用途：

We understand and agree TungPo to collect and use our data in following purposes and ways:

1. 處理場地申請、安排節目細節流程及安排場地費用繳交事宜；
Handle the hiring application, assist the rundown of the event and carry out the payment of booking and charges procedure;
2. 在一般情況下或發生緊急事故時聯絡申請人；
Communication in the normal course and in case of emergencies;
3. 作統計及研究用途，但所得的統計數字或研究結果不會以識辨各有關的資料；
For statistics and research purposes on the condition that the resulting statistics or results of the research will not be made available in a form which will identify the data subjects or any of them;
4. 作法例規定、授權或准許的其他合法用途；
Any other legitimate purposes as may be required, authorized or permitted by law;
5. 東蒲可能會使用本機構資料，以電郵、郵件及電話等方式向我們提供有關推廣場地設施及優惠的相關資訊；以及
TungPo may use our data (such as telephone number, email address and/or correspondence address) for marketing the services and promotional events through various communication means such as direct-mail, email, telephone, printed matter, newsletter, brochure and leaflets; and
6. 東蒲會在節目期間拍攝照片/錄像或錄音作記錄/推廣之用。
TungPo may take photographs, videos or sound in the event for our recording and marketing purpose.

本機構知悉，如不願意東蒲繼續使用本機構的資料作上述推廣用途，可隨時向東蒲作書面提出。

I know that, at any time, I can choose to opt-out from your side using my data for marketing by informing you by mail or fax.

致：東華三院東蒲總經理 To: TWGHs TungPo Chief Manager

我/我們* 現申請使用上文所述的場地，並同意遵守東蒲定的使用條款（完整版）。我/我們* 亦會確保所有用場人士明白及遵守上述之場地使用守則及東蒲職員指示。

I,/We*, do hereby apply for the hire of the unit(s) of the TungPo as specified above and agree to follow and abide by the TERMS AND CONDITIONS OF HIRE (full version). I,/We* will also ensure that all users are fully aware the Rules and Regulation as above and the instruction given by TungPo's staff.

申請者簽署及印鑑（如適用）

Signature of Applicant with Organization Chop (if any): _____

姓名Name: _____

職銜Title: _____

日期 Date: _____