

# 東華三院東蒲 胡李名靜體育館

## TWGHs TungPo Kitty Woo Stadium

### 場地使用守則

#### **House Rules for Stadium**

- 1. 當租用時段結束後,請準時離開及交還場地。超時不足一小時亦作 1 小時計算,並須於租用當日繳付費用。如需要加租時段,請於活動開始前 7 天通知東蒲,東蒲將收取每小時 HK\$3,000,並須於 24:00 或之前離開。如知會時間少於 7 天,東蒲將收取每小時 HK\$5,000 費用,並須於 24:00 或之前離開。
  - No activity shall continue at the end of the session booked. Hieres 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. If hirers decided to rent extra hours out of the normal booking timeslots, please notify TungPo at least 7 days before the event start, an additional HK\$3,000 per hour will be charged and hirers must leave the venue on or before 24:00. If the notify period is less than 7 days, hirers will be charged HK\$5,000 per hour and must leave the venue on or before 24:00.
- 2. 除經東蒲批淮外,不可在場館內進行租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.
- 租用者須在租用日期最少 14 天前確認座位表模式,進場後不得作任何更改,亦不可自行變動座位模式。如有違規,東蒲會向租用者收取額外費用。
   Hirers must confirm the mode of the seating plan 14 days before using the venue, and no change of the seating

mode is allowed after entering the venue. An additional fee will be charged to the hirer for any violation.

- 4. 租用者須填妥「K4-胡李名靜體育館場地租用申請表」,東蒲將會於收到申請表後開始處理有關申請。
  Hirers must complete "K4-Kitty Woo Stadium Venue Application Form", and TungPo will process the application after receiving the application form.
- 5. 租用者不得轉租或轉讓已確認的預訂或調動已確認的訂租日期或時間。所有已繳付的場租及按金均不設退款。
  - No sublease or transfer of a confirmed booking to another dates and times shall be conducted. All paid rental fees and deposits are non-refundable.



- 6. 租用者須依照場地申請回覆上的資料付款。訂金為租用場地總費用的 50%,須於在發票發出後 3 個星期內繳付;餘額須於在租用日期最少 14 天前繳付。如租用日期與申請獲批准日期距離不足 14 天,租用者須於接獲批准租用申請結果後 7 天內繳付全費。如租用日期與申請獲批准日期距離不足 7 天,租用者須於接獲批准租用申請結果後 3 天內繳付全費。如租用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,將視作放棄申請租用論,所有已支付的場租及按金不設退款,而不作另行通知。50% of the total rental fee should be paid by the hirer as a deposit for the venue reservation within 3 weeks after the invoice has been issued, the balance needs to be paid at least 14 days before the rental date. The hirer 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 hirer 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 hirer fails to pay all the rental fee within the specified date without notice or a reasonable explanation and all paid fees and deposits are non-refundable without further notice.
- 7. 租用者如違反本守則及「K3-胡李名靜體育館佈置場地規則」任何一項規定,東蒲可以即時取消任何已獲覆實訂租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 and "K3-Kitty Woo Stadium Regulation of Venue Decoration" may result in the cancellation of the confirmed reservation without giving reasons and TungPo will not be responsible for any loss to the hirer.
- 8. 東蒲只提供場地及設施之租用服務。租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。倘因租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,使場地牽涉入訴訟,須 繳付訴訟費或其他開支或須承擔任何責任,則租用者須彌償東蒲所蒙受之一切損失及保障場地全免受該等損 失。

TungPo only provides rental services for the venue and facilities. 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.



- 9. 倘若租用者超時使用場地或臨時租用額外器材,租用者必須於使用場地當天內繳付該費用。
  TungPo will charge the hirer for any overtime usage and extra equipment rental, the hirer should pay the fee before leaving the stadium.
- 10. 租用者須確保節目當天的入場人次(包括工作人員)不多於本場館批准人數,否則東蒲職員有權要求租用者禁止任何超額人士進入場館。

Hirer is responsible for ensuring that the number of attendees (including staff) does not exceed the limit approved by the venue. Otherwise, TungPo will ask the hirer to stop persons entering the stadium from exceeding the limit.

- 11. 除演出、研討會/會議/典禮等,及體育比賽時段外,租用者不可安排觀眾/參與者進入場館。
  Hirers are not allowed to arrange the audience / attendee to enter the venue at any time outside of performance, seminar, conference, ceremony, and sports competition sessions.
- 12. 活動期間租用者及觀眾不得使用場館留座位置(可參考座位表),亦不得售賣相關位置。

  For every activity the hirer and audience shall not use the seats reserved by the venue (reference: seating plan), and those reserve seats shall not be sold.
- 13. 租用者必須穿著清潔不脫色膠底運動鞋。(租用者亦可按需要另租"覆蓋表演場地地墊"以配合節目性質)
  All hirers must wear clean non-marking rubber-outsole sports shoes in stadium. (hirers may rent the cover mat for different proposes of event.)
- 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. 請小心使用場地各設施,如有損壞,租用者須負責賠償。

  All equipment provided should be used with care or otherwise the hirer will be held responsible for the compensation of the damaged equipment.
- 16. 東蒲內嚴禁吸煙。

No smoking is allowed.



17. 除經東蒲批准外,任何人士(包括租用者、工作人員及觀眾)嚴禁於場館內飲食,如有違規,東蒲會向租用者、工作人員及觀眾)嚴禁於場館內飲食,如有違規,東蒲會向租用者收取六千港元額外清潔費。

No eating and drinking are allowed for hirers, crews and audiences unless approved by TungPo, the venue will charge additional cleaning fees HK\$6,000 to the hirer for any violation.

18. 租用者必須保持場館及場館內設施清潔及衛生。

Hirers should keep stadium and other facilities clean and sanitary.

19. 租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館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. 租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.
- 21. 租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租用期前最少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 rental period.

22. 租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租用期間內 一直有效並持續存在。租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 rental period.

23. 租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.



24. 所有擬在租用場地派發及展示的宣傳品或刊物,內容僅限於與獲覆實訂租活動的目的和性質相符的資料,並不得載有冒犯性、悔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.

25. 租用者必須於獲覆實訂租活動日期前一個月或任何宣傳印刷品付印前,提供獲覆實訂租活動的宣傳品資料,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.

- 26. 除事先獲得東蒲批准外,租用者嚴禁於場館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「K1-胡李名靜體育館 (場地租用價目表)」並與東蒲職員聯絡。
  - Hirers are not allowed to carry out any forms of selling or purchasing in stadium unless priorly approved by TungPo.

    Please refer to "K1-Kitty Woo Stadium (Rental Price List)" and contact us for the application and profit sharing details.
- 27. 租用者必須自行評估租務期間為表演者/參加者/其他在場入士構成的一切風險。一切意外、受傷、財物遺失等,東蒲概不負責。
  - TungPo will accept no claims whatsoever in connection with any accidents, injuries, loss of valuables incurred directly or indirectly arising out in hirer rental period to the performers/participants/any persons in stadium.
- 28. 東蒲將不會為在場地內進行的活動、或於場地內擺設或展示的物品可能出現的破壞或損失負上責任,租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 the venue. Hirer should ensure the safety of activities or exhibits or displays in the hiring venue and purchase the appropriate insurance for the event.



29. 東蒲不會預先安排舞台裝置,故租用者需在租用期內自行裝拆設備,並須預留足夠時間掛上舞台布幕及裝設舞台燈光。因應其他設施及技術要求需要,請向東蒲職員查詢。

Prior to booking date, please confirm with TungPo staff for the availability of the equipment, since the equipment availability does vary slightly according to equipment conditions and maintenance. All required equipment will be set-up during the booking sessions; please allow adequate time for equipment set-up before performance or rehearsal.

30. 若自攜「燈光及電力設備」到場館使用,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: <a href="https://www.emsd.gov.hk/tc/electricity\_safety/index.html">https://www.emsd.gov.hk/tc/electricity\_safety/index.html</a>
All brought-in "Electrical and Stage Lighting and Audio Equipment" to be used in Kitty Woo Stadium, shall meet the requirements of "Code of Practice for Electricity (Wiring) Regulations". Please contact TungPo management for any electrical safety concern.

Website reference: <a href="http://www.emsd.gov.hk/emsd/eng/welcome/em\_safety.shtml">http://www.emsd.gov.hk/emsd/eng/welcome/em\_safety.shtml</a>

31. 所有由租用者攜帶進入東蒲場地使用的電器,必須在機械方面及用電方面配合東蒲場地要求,並同時合乎本港安全標準。從分線箱分出的插頭連接及所有在場地內使用的電器改裝及加裝,必須要由已註冊的電器技工處理及填交「完工證明書」(WR1)。請準備好已填妥的WR1表格(正本),電路圖附圖(如適用),註冊電業承辦商註冊證明書(副本),註冊電業工程人員註冊證明書(副本),及該名電業工程人員身份證(副本)一併交給場地工作人員。簽發後註冊電業承辦商及電業工程人員將會承擔使用臨時電力裝置的相關責任。東蒲有權要求該名電器技工在整段租用時間內在場協助。

Plugged installations/equipment to a socket outlet are considered non-fixed installations. Wiring work on MCB boards down-stream of any plug and socket connection and electrical connection work to the venue fixed installation shall only be undertaken by a Registered Electrical Worker and/or contractor and will require a work completion certificate (WR1). Please prepare the completed WR1 form (true copy), attached single line diagram (as necessary), copy of Certificate of Registration of Electrical Contractor, copy of Certificate of Registration of Electrical Worker, copy of Electrical Worker's identity card and submit these documents to the venue staff. After submission, the Electrical Contractor and the Electrical Worker bear the liability of using the non-fixed installations. TungPo reserves the right to request the Electrical Worker to provide on-site assistant during the whole booking period •



32. 租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,並須於租用日期前一個月將相關安排通知場地管理部門,詳情請瀏覽: <a href="https://www.elegislation.gov.hk/hk/A405">https://www.elegislation.gov.hk/hk/A405</a>。

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: <a href="https://www.elegislation.gov.hk/hk/A405">https://www.elegislation.gov.hk/hk/A405</a>. The standard score and the official recording of the national anthem can be found on the website of Constitutional and Mainland Affairs Bureau: <a href="https://www.cmab.gov.hk/en/issues/national\_anthem.htm">https://www.cmab.gov.hk/en/issues/national\_anthem.htm</a>

33. 根據《國旗及國徽條例》(文件 A401)及《區旗及區徽條例》(文件 A602),租用者如欲於租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:28046552),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: <a href="mailto:flags&emblems@cso.gov.hk">flags&emblems@cso.gov.hk</a> 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)



34. 租用者須確保其本人、其僱員、代理人及在租用期間獲准進入租用場地的任何人士遵守《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.

35. 申請人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.

36. 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(期限為受影響租用日起計的一年內), 恕不設(部份或全數)退款。

If the rental 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 rental date within the year), no refund (partial or full) will be given.



**37**. 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.

38. 若租用者在獲確認場地申請並繳交訂金後撤回場地申請,東蒲將沒收訂金,如有其他已繳的費用亦一概不會退還。

If the hirer withdraws their rental application after receiving confirmation of the rental and paying the deposit, the deposit will be forfeited, and no other fees paid will be refunded.

**39.** 如租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 rental 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.

40. 若租用者在租用日期前 90 天內取消獲確認場地申請,東蒲將沒收已繳之訂金、租金、服務及器材費和特許權等所有已繳費用。

If the hirer cancels the confirmed rental within 90 days prior to the rental start date, TungPo will forfeit all fees paid, including the deposit, rent, service and equipment fees.

**41.** 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 stadium immediately and fee paid will not be refunded.

42. 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.

43. 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.



44. 如本條款及細則的中英文版本有任何不一致,須以中文版本爲準。

If there is any inconsistency between the English and Chinese versions of these Terms and Conditions, the Chinese version shall prevail.

45. 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, TungPo's decision shall be final.





#### 租用者聲明 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:

- 處理租用場地申請、安排節目細節流程及安排租金及其他費用繳交事宜;
  - Handle the hiring application, assist the rundown of the event and carry out the payment of rental and charges procedure;
- 在一般情況下或發生緊急事故時聯絡申請人; 2.
  - 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;
- 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館設施及優惠的相關資 5. 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,可隨時向場館作書面提出。

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\* 現申請租用上文所述的場館,並同意遵守東蒲定的租用條款(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場館職員指示。

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 stadium staff.

1適用)	申請者簽署及印鑑(如適用)
any):	Signature of Applicant with Organization Chop (if any):
Name:	姓名Name:
Title:	職銜Title: _
Date:	日期 Date: