東華三院東蒲 一般場地設施
場地使用守則
TWGHs TungPo General Facilities
House Rules

有關使用胡李名靜體育館，請參閱「K2-胡李名靜體育館 (場地使用守則)」。

For Kitty Woo Stadium, please refer to "K2-Kitty Woo Stadium (House Rules for Stadium)".

1. 東蒲將會在收到申請表後開始處理有關借用申請。
   TungPo will process the application after receiving the application form.

2. 所有申請者 / 團體必須於借用 14 天前繳付費用。如借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借用申請結果後 7 天內繳付費用；如借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借用申請結果後 3 天內繳付費用。如申請者未能於指定日期內繳付費用，而未有通知或合理解釋，本中心會視作放棄申請借用論。
   The payment should be settled 14 days before using the venue. 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 the service charge within the specified date without notice or a reasonable explanation.

3. 使用者須自行負責場地設施的佈置及還原位置。有關房間設施的種類及數量，可以參閱申請表和房間內的告示。如使用後有損壞，使用者須按設施的原價作出賠償。
   The user is responsible for setting up and returning the facilities to their original positions. The user can read the application form and the room notice for types and amount of facilities. In case of damage during use, the user is required to compensate according to the original price of the facilities.

4. 使用者須預留時間進行場地佈置及還原場地。所有活動或節目須於借用時間完結時結束，並按時交還及離開場地。超時不足 1 小時亦作 1 小時計算，並須於借用場地當日即時繳付相關費用。如超時超過場地服務結束時間(22:00)，東蒲將收取每場地每小時 HK$3,000，並須於 24:00 或之前離開。
   The user is required to allocate time for venue setup . All activities or programs must end at the end of the borrowing time. The user should leave the facility on time. Overtime of 15 minutes or more will be charged at the full hourly rate, and relevant fees must be paid immediately on the day the facility is borrowed. If the overtime exceeds the venue's service hour, HK$3,000 per hour per venue will be charged and the hirer must leave the venue on or before 24:00.

5. 如有任何佈置、器材或臨時構築物高度超過 2.5 米（從地面量度至最高點計算），請提交由認可人士簽發的安全報告書；若高度超過 3.5 米，安全報告書則須由註冊結構工程師 (R.S.E) 簽發。如需在吊桿上懸掛任何布景或設備都需要由註冊結構工程師 (R.S.E) 簽發安全報告書。安全報告書必須在演出或典禮開始前或

觀眾入場前 4 小時交給場地工作人員，如未能提供安全報告書，東蒲可視乎情況即時取消有關訂租。
If the height of any scenery, equipment or temporary structure exceeds 2.5m (measured from the ground to the highest point), a safety report signed by an Authorized Person is required. If the height exceeds 3.5m, the safety report must be signed by a Registered Structural Engineer (R.S.E). Any scenery or equipment that is to be rigged on the rigging bars requires a safety report from a Registered Structural Engineer (R.S.E). The safety report must be submitted to the venue staff 4 hours before the performance or ceremony starts or before house open. TungPo reserves the right to cancel the booking if the user can not provide the safety report.

6. 使用者須預留空間作活動登記處及排隊位置。東蒲有權就被佔用作登記處及排隊之空間進行收費。
The user must reserve space for event registration and queuing areas. TungPo reserves the right to charge for spaces used for registration and queuing purposes.

7. 除經東蒲批准外，不可在場地內進行借用用途以外之活動或節目。
Only approved activities or programs shall be conducted in TungPo.

8. 東蒲只提供場地及設施之借用服務。使用者須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，則使用者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 borrowing services for the venue and facilities. The user is responsible for his own public liability insurance including but not limited to third parties liabilities for all approved activities or programs, to ensure the safety of the users. 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 user, causing a third party to take legal action, request, claims against TungPo, including litigation, legal fees, or other expenses and liability, the user shall compensate all losses of TungPo and protect TungPo from all such losses.

9. 使用者有責任確保活動或節目當天的入場人數 (包括工作人員) 不多於本場地建議使用人數，否則場地職員有權禁止任何超額人士進入相關場地。
The user is responsible for ensuring that the number of attendees (including staff) must not exceed the number of user suggested by TungPo. TungPo reserves the right to reject any persons entering the facility from exceeding the limit.

10. 租用張志民郭潤好綜合運動訓練館時，如需使用場內桁架結構（truss structure）及其相關設備，須符合以下條款：
Use of the Cheung Che Man Kwok Yuen Ho Integrated Sports Hall involving the truss structure and its related equipment is subject to the following terms:
    A. 申請者必須以團體名義提出申請，並指定最少一名合資格人士為現場負責人，全程在場監督使用情況。
    Applications must be made under the name of an organization. At least one qualified person must be designated as the person-in-charge and must remain on-site at all times to supervise usage.

B. 上述現場負責人須持有以下其中一項有效證書：
The designated person-in-charge must possess:

i. 中國香港體適能總會簽發的器械健體導師證書；或
A certificate of Resistance Training Instructor issued by the Physical Fitness Association of Hong Kong, China; or

ii. 中國香港健美總會簽發的健身教練證書。
A certificate of Fitness Instructor issued by the Hong Kong China Bodybuilding and Fitness Association.

C. 該合資格負責人須確保所有使用者正確及安全使用相關設備，並對其使用行為負全部責任。
The designated qualified person-in-charge is responsible for ensuring all users operate the equipment safely and properly and shall bear full responsibility for their actions.

D. 未經東蒲批准，任何人士不得擅自調整、拆卸或改動桁架結構及其附屬設備。
No person shall adjust, dismantle, or modify the truss structure or its associated equipment without prior approval from the TungPo.

E. 如因使用不當、疏忽或違反東蒲規定而引致任何人身傷害、財物損毀或其他損失，申請團體須承擔全部法律責任及相關賠償。
The hiring organization shall bear full legal liability and be responsible for any compensation arising from personal injury, property damage, or other losses caused by misuse, negligence, or breach of the TungPo's regulations.

F. 東蒲有權在發現安全風險或違規情況時，即時終止有關設備之使用，而毋須作出任何賠償。
TungPo reserves the right to immediately suspend the use of the equipment in the event of safety concerns or violations, without any obligation for compensation.

11. 除經東蒲批准外，不可在場內錄影、拍攝電影、電視片、舉行茶會或記者招待會。
No video recording, filming, making of TV films, team reception or press conference is allowed unless approved by TungPo.

12. 使用者必須預先獲得東蒲批准，否則禁止於東蒲展示、張貼任何海報、或放置易拉架、廣告旗、展示架等展示物 (包括大門旁的接待處範圍)。
The user must obtain prior approval from TungPo; otherwise, the display or posting of any posters, roll-up banners, advertising flags, pop-up displays and/or other promotional materials (including the reception area) at TungPo is prohibited.

13. 如活動期間會出售商品、紀念品、食物或飲品，必須預先獲得東蒲批准。東蒲有權收取總銷售額的 10% 作行政費用。
If there are any commodities, souvenirs, food, beverage, and alcoholic drinks sales for the event, prior approval from

TungPo is required, and TungPo reserves the right to charge 10% of the total gross sales.

14. 東蒲內嚴禁吸煙。
No smoking is allowed.

15. 除經東蒲批准外，嚴禁於場地內飲食。如有違規，東蒲會向使用者收取 HK$1,500 元額外清潔費。
No eating or drinking is allowed unless approved by TungPo. TungPo will charge additional cleaning fees HK$1,500 to the user for any violation.

16. 如需於場內舉辦到會或派對等飲食活動，使用者不得攜帶任何外來食物進入大樓範圍內食用，並須使用由東蒲餐廳提供之餐飲服務。
For catering or party-related food and beverage activities within the venue, users are not permitted to bring any outside food into TungPo and must use catering services provided by TungPo Cafe.

17. 使用者必須保持場地清潔及衛生。如有違規，東蒲會向使用者收取 HK$1,500 元額外清潔費。
The user should keep the facilities clean and sanitary. TungPo will charge additional cleaning fees HK$1,500 to the user for any violation.

18. 使用者不得故意妨礙任何正在執行職責的場地職員，或故意妨礙、騷擾、干擾或煩擾任何其他正在使用場地的人。
The user 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.

19. 所有擬在使用場地派發及展示的宣傳品或刊物，或網上發佈的宣傳資料，內容僅限於與獲覆實使用活動或節目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 facilities, and promotional materials posted online are restricted to information that matches the objectives and nature of the confirmed activity or programs 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.

20. 使用者必須自行評估於使用期間會為所有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 user must evaluate all risks posed to all users during the borrowing period. TungPo is not responsible for any accidents, injuries or property loss.

21. 東蒲將不會為在場地內進行的活動或節目、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。
TungPo is not responsible for any possible damage or loss or the relevant compensation to the activities or programs, exhibits or displays in the facilities.

22. 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的活動或節目並無需為其決定作出解釋及賠償。

Any breaching of the requirement specified in this House Rule may result in the cancellation of the confirmed activity or program without giving reasons and TungPo will not be responsible for any loss to the user.

23. 所有使用者必須遵守和遵從所有適用於進入和使用東華三院場地的香港特別行政區法律和任何有關當局的規例和要求，包括但不限於有關維護國家安全和公共秩序的法律和規例。

All users must observe and comply with all laws of HKSAR and regulations and requirements of any relevant authorities that are applicable to the entry and use of TWGHs premises, including but not limited to laws and regulations relating to safeguarding national security and public order.

24. 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: 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

Users 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

25. 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), user 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)

26. 使用者須確保其本人、其僱員、代理人及在使用者期間獲准進入使用者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。如有任何違反國家安全的情況，東華三院有權要求

即時終止活動。

Users 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. For any violation of national security, TWGHs reserves the right to cancel the booking immediately.

27. 所有場地使用者必須承諾不利用東華三院舉辦的活動作出違反國家安全和其他法律的行為；不得利用東華三院名義組成組織，或以組織名義誤導他人，使他人以為該組織與東華三院有關，並透過發表言論、宣示政治口號或立場/號召行動/組織活動或透過其他形式的活動表達/支持特定的政治立場；如發現任何員工或其有關連人士涉嫌進行違反國家安全的行為、活動或舉止，必須立即制止該員工或人士，並立即報知香港警察和東華三院；如發現其任何員工或有關連人士牽涉於危害國家安全的行為，並正接受調查，應立即報知東華三院。

All venue users pledge not to take advantage of the activities organized by TWGHs to engage in acts that violate national security and other laws. All venue users are not allowed to use the name of TWGHs to form an organization, or the name of the organization may mislead others into believing that the organization is related to TWGHs, and express/support for a particular political stance by making remarks, declaring political slogans or positions/calling for action/organizing or other forms of activities. All venue users who discover any of their employee or their related person who are suspected of carrying out acts, activities or behaviours violating national security must immediately stop and such employee or person, and report them to the Hong Kong Police and TWGHs immediately. All venue users who become aware that any of their employees or their associates are involved in acts against national security and are under investigation should report to the TWGHs immediately.

28. 使用者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/本場地內對他人及/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。

The Applicant 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).

29. 如活動期間場地使用者、表演者或獲場地使用者授權人士所進行的活動，導致煽動在場人士作出引致秩序混亂行為或導致危害在場人士安全，東蒲可視乎情況取消有關訂租，不作任何通知。

During the booking period, venue users, performers or authorised persons shall not carry out any activities which may incite the participants to behave in such a way as to cause disorder, or in any way put the safety of the participants at risk. TungPo reserves the right to cancel the booking without giving prior notice to the user.

30. 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）引致場地申請未能如期進行，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。
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 using date within the year), no refund will be given.

31. 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.

32. 若使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回。
If the user withdraws his application after receiving confirmation of the booking and paying the deposit, the deposit will be forfeited, and no other fees paid will be refunded.

33. 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 user cancels either some or all of the confirmed booking and there are outstanding overdue payments, the user 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.

34. 若使用者在使用日期前 90 天內取消獲確認場地申請，東蒲將沒收已繳之租金、服務及器材費等所有已繳費用。
If the user cancels the confirmed booking within 90 days prior to the booking start date, TungPo will forfeit all fees paid, including the rent, service and equipment fees.

35. 任何人士如違反上述守則或不聽從場地職員之勸告，場地職員有權要求違反守則者離開，一切已繳款項概不退還。
TungPo reserves the right to reject any persons who do not obey the above regulations to enter the facility. Fee paid will not be refunded.

36. 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.

37. 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.

使用者聲明 Declaration from the User：

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租金及其他費用繳交事宜；
Handle the application, assist the rundown of the event and carry out the payment of rental 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別各有關的資料；
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東蒲場地設施，並同意遵守東蒲定的條款(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地職員指示。

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

申請者簽署 Signature of applicant: _____

姓名 Name: _____

職銜 Title: _____

日期 Date: _____