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 for Multi-Purpose Hall

A. 場地申請 Venue Application

1. 申請者須填妥「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。
Applicants must complete “M3-Multi-Purpose Hall Venue Application Form”, and TungPo will process the application after receiving the application form.

2. 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 or change the confirmed dates and times shall be conducted. All paid fees and deposits are non-refundable.

3. 除經東蒲批准外，不可在場館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.

B. 收費 Charge

4. 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 user 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.

5. 若使用者在獲確認場地申請並繳交訂金後撤回場地申請，或在使用日期前 90 天內取消獲確認場地申請，東蒲將沒收訂金、租金和服務及器材費等所有已繳費用，一概不會退還。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。
If the user withdraws their booking application after receiving confirmation of the booking and paying the deposit, or cancels the confirmed booking within 90 days prior to the booking start date, TungPo will forfeit all fees paid, including the deposit, rent, service and equipment fees, and no other fees paid will be refunded. 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.

6. 倘若使用者超時使用場地或臨時使用額外器材，使用者必須於使用場地當天內繳付該費用。
TungPo will charge the user for any overtime usage and extra equipment rental, the user must settle the payment on the booking day.

7. 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。如需要加租時段作清場用途，請於活動開始前 7 天通知東蒲，東蒲將收取每小時 HK$1,000，並須於 23:00 或之前離開。如知會時間少於 7 天，東蒲將收取每小時 HK$2,000 費用，並須於 23:00 或之前離開。
No activity shall continue at the end of the session booked. User 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 user decided to rent extra hours out of the normal booking timeslots for move out, please notify TungPo at least 7 days before the event start, an additional HK$1,000 per hour will be charged and user must leave the venue on or before 23:00. If the notify period is less than 7 days, user will be charged HK$2,000 per hour and must leave the venue on or before 23:00.

8. 如欲申請加租服務及器材的日期與活動日期距離不足 7 天，東蒲或未能提供相關服務及器材。如需額外租借，請提前向東蒲查詢確認。
If additional rental services or equipment are requested less than 7 days before the event, TungPo may not be able to provide the requested items. For any additional rental needs, please inquire with TungPo in advance.

9. 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。
User are not allowed to carry out any forms of selling or purchasing in the venue unless priorly approved by TungPo. Please refer to “M1 - Multi-Purpose Hall (Price List)” and contact us for the application and profit sharing details.

C. 場地使用 Venue Usage

10. 場地只可容納150人，包括工作人員及參與者。
The venue can only accommodate 150 people, including staff and participants.

11. 場地在早上9時前及晚上11時後不提供任何形式的服務。
No service will be provided before 9am or after 11pm.

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館，甚至即時終止活動。
User is responsible for ensuring that the number of attendees (including staff) does not exceed the limit approved by TungPo. Otherwise, TungPo reserves the right to ask the user to stop persons entering the hall from exceeding the limit, or else cancel the booking immediately.

13. 除經東蒲批准外，不可在場內攝影、錄影、拍攝電影、電視製作、舉行茶會及記者招待會。
Photography, video recording, filming, TV production, tea receptions, and press conferences are prohibited without prior approval from TungPo.

14. 凡有商業廣告需要張掛（例如橫幅、標誌、商標）、場內飲食、電視錄影或錄音等，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., banners, logos, trademarks), in-house F&B, video or audio recording, please notice TungPo in the application form. Otherwise, all said activities will be strictly prohibited.

15. 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 user will be responsible for the compensation of any damaged equipment.

16. 使用者必須保持場館及場館內設施清潔及衛生。
User should keep the hall and other facilities clean and sanitary.

17. 場館內嚴禁飲食。除有蓋樽裝水外，任何人士不可攜帶食物或飲品進場，使用者需自行安排人手確保在場人士不會在場館內飲食。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. No one is allowed to bring food or drinks into the venue except for bottled water, user would need to arrange their own staff to ensure that no one consumes food or drinks inside the venue. TungPo will charge additional cleaning fees HK$3,000 to the user for any violation.

18. 長傘及濕雨傘不准攜帶進場。
Long umbrella and wet umbrella are prohibited.

19. 東蒲內嚴禁吸煙。
No smoking is allowed.

20. 在場地申請獲批後，使用者可向東蒲預約一次免費參觀服務，限一小時。因受營運狀況如活動舉辦及維修保養等因素所限，參觀前必須預約，否則無法入內參觀。參觀只作基本場地介紹，不包括任何技術支援。
After the application is approved, the applicant can reserve a free guided visit to TungPo, limited to one hour. Due to operating conditions, such as events and maintenance, reservation must be made in advance, otherwise site visit will not be possible. The site visit only provides a basic site introduction and does not include any technical support.

21. 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.

D. 場地佈置 Venue Decoration

22. 東蒲不會預先安排舞台裝置，故使用者需在使用時段內自行裝拆設備，請使用者預留時間佈置及還原。場地設備供應可能因設施狀況或技術需求而有所調整，請於使用日期前向東蒲職員確認詳情。
All required equipment will be set-up during the booking sessions; please allow adequate time for equipment set-up and dismantle during booking time. 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.

23. 使用者不得在使用時段前將任何物件、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 user bring any goods or properties into the venue, or make preparations or rehearse in the venue.

24. 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 dirt.

25. 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.

26. 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; user 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.

27. 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. User will be claimed if there are any damage.

28. 使用者須根據使用情況妥善保護場地地面，確保場地設施完好。如有損壞，東蒲將向使用者追索維修費用。
User are required to take appropriate measures to protect the venue's flooring in accordance with their activities, ensuring all facilities remain in good condition. If any damage occurs, the venue reserves the right to recover repair costs from the user.

29. 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.

30. 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 user 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 user.

31. 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 user to perform any flameproof treatment and provide a relevant certificate whenever necessary.

E. 參加者及場館安全 Participants and venue safety

32. 東蒲只提供場地及設施之使用服務。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，使用者則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 services for the venue and facilities. The user 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 user. 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.

33. 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訪客或於場館內進行一切影響他人的活動。
User shall not willfully 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 user.

34. 所有人不得攜帶任何具攻擊性及可構成危險之物品進入會場，例如：刀具、利器、棍棒及易燃物品等。如有發現，東蒲有權拒絕其入場。
Any offensive or dangerous items, e.g. knives, sharp objects, clubs, or flammable materials are prohibited. TungPo reserves the right to stop one entering TungPo.

35. 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。請保持緊急逃生通道及大樓通道、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 fire escape routes and building service lane, entrances/exits and staircases shall be kept clear and unobstructed at all times.

36. 使用場地期間使用者須負責活動的人群控制和秩序。
The user shall be responsible for maintaining the crowd control and order of the activity during the booking period.

37. 舞台上的覆蓋表演場地地墊（舞台地墊）僅供研討會、會議、典禮和靜態演出使用，租用者須就活動性質及需求考慮於提供的舞台上自行鋪設舞蹈地膠/保護物料。倘因租用者的活動令參加者有任何受傷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。
The protective floor mat on the stage (stage mat) is intended solely for use in seminars, conferences, ceremonies, and static performances. Hirers must access the nature and requirements of the event and independently lay down marley mat/ floor protection material on the provided stage. If any legal action or liability or loss arises due to any injuries or losses for participants during the event, 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.

F. 法律與責任 Law and liability

知識產權 Intellectual Property

38. 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 user 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.

39. 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 user 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.

牌照 License

40. 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 user 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.

簽證 Working Visa

41. 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.

宣傳印刷品展示或網上發佈 Promotional printed materials or online publication

42. 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申請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，或在線上發佈。

Contents of the publicity materials or printed matters to be distributed and displayed at the hiring facilities, and promotional materials posted online 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, or approval granted for online approval.

43. 使用者必須於獲覆實申請活動日期前兩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 user must provide sample of publicity materials including posters, leaflets and house programmes of the confirmed event for approval two month in advance of the event or before the printing.

國歌條例 National Anthem Ordinance

44. 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

User 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. User 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

國旗及國徽條例 National Flag & National Emblem Ordinance

45. 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)

法律和規例 Laws and regulations

46. 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 user 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.

47. 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 user 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.

48. 如活動期間使用人、表演者或獲使用人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申請，不作任何通知。

During the booking period, user, 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.

49. 政府已實施《產品環保責任條例》(第 603 章) 有關即棄塑膠產品的管制，請留意禁止銷售或提供充氣打氣棒及熒光棒等塑膠產品的安排。

The Government had implemented the Product Eco-responsibility Ordinance (Cap.603) regarding the regulation on disposable plastic products, products like inflatable cheer sticks, glow sticks and etc. cannot continue to be sold or provided for free.

維護國家安全法 Safeguarding National Security Ordinance

50. 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》，並不得從事或允許任何危害國家安全的活動或行為，及須採取一切可行措施以維護國家安全。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。

User 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, and all possible measures must be taken to safeguard national security. For any violation of national security, TWGHs reserves the right to cancel the booking immediately.

51. 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；如發現其任何僱員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 user pledge not to take advantage of the activities organized by TWGHs to engage in acts that violate national security and other laws. All venue user 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 user who discovers 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 user 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.

<u>責任及彌償 Liability and Indemnity</u>

52. 使用者必須自行評估租務期間為表演者/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。

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

53. 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，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 the venue. User should ensure the safety of activities or exhibits or displays in the hiring venue and purchase the appropriate insurance for the event.

54. 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 user.

55. 倘在使用期間，使用者使用的或由東蒲供應的器材或物件遭遺失、損壞、破壞、竊去或移走，使用者須在接到通知後，需照原價另加百分之二十賠償，或繳付重新安裝、更換器材或物件的全部或任何部份的費用，以較高款額為準。

Any losses, damages, destruction, stealing or withdrawal of equipment or facilities which are owned by the Association give rise to a claim of either paying original price plus twenty percentages of the equipment or facilities, or cost incurred by reinstalling or changing all or any parts. (Take the greater amount).

G. 自攜設備的安全要求 Safety requirements for bring-in equipment

臨時構築物 Temporary structures

56. 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。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申請。

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). 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.

電力

57. 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:

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 TungPo management for any electrical safety concern.

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

H. 取消安排 Cancellation arrangements

58. 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 adverse weather (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.

59. 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.

I. 最終決定權 Final decision right

60. 所有場地借用均須遵守東蒲之場地使用守則，守則以官方網站版本為準。
All bookings will be subject to the latest House Rules on the official website of TungPo.

61. 由於限制條例要視乎使用團體之活動性質，故此東蒲將保留一切增加或刪改之權利。
The restrictions depend on the nature of the activities, TungPo reserves the right to add or delete any restrictions.

62. 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.

63. 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.

64. 任何人士如違反本守則或不聽從東蒲職員之勸告，東蒲可取消有關申請，一切已繳款項一概不會退還。
Anyone who violates these house rules or does not comply with the advice of TungPo staff may have their booking canceled, and any payments made will not be refunded.

65. 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.

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. 處理使用場地申請、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 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館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 user 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: _____