Lee Hysan Concert Hall BOOKING ARRANGEMENT

With effect from 01 Jan 2018

Ordinary Bookings of Concert Hall or Exhibition Gallery

Ordinary Booking applications are accepted not less than 4 months but not more than 6 months in advance of the month of hire (e.g. applications for May 2001 – July 2001 are accepted in January 2001). Applications by students, affiliate organization of the Music Department of The Chinese University of Hong Kong are accepted no less than 1 month in advance of the date of hire.

Only completed applications submitted with all needed information will be processed and reviewed. Applicants will receive a formal notification within one month thereafter.

When more than one applicant(s) wish to book the same date(s), applications will be considered in accordance with the cultural content and artistic merit of the proposed function, popularity of previous events and the organizing ability of the applicant. Preference will also be given to "debut" performances and functions featuring original works by local artists.

Applications received after the Ordinary Booking Period will only be considered on an exceptional basis on individual merits. An administration surcharge will be incurred for late application. Such surcharge will be in the area of about 10% of the hirer's charges or \$400 whichever is lower.

Special Bookings

Performances involving overseas artists and functions requiring a longer lead-time for planning and preparation qualify for **special bookings**. Such booking applications are processed more than 6 months but not more than 12 months in advance of the month of the hire. A formal reply will be provided within four weeks from the date the application is received.

Supporting Documents

For organizations, the booking applications should include copies of:

- (i) certificate of business registration; or
- (ii) certification of incorporation under the Companies Ordinance; or
- (iii) notification of establishment of society; or
- (iv) certificate of registration under the Societies Ordinance.

For individuals, applicants should present their identity card/passports for checking when they return applications in person. If applications are returned by post / fax / third party, copies of the applicants' identity card / passport should be enclosed.

For individuals who are members / students of The Chinese University of Hong Kong, applicants should <u>also</u> present their student card / staff card for checking when they return applications in person. If applications are returned by post / fax / third party, copies of the applicants' student card / staff card should be enclosed.

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For organization which is <u>affiliate organization of The Chinese University of Hong Kong</u>, applicants should also include a copy of the following duly signed by the Chairman to the effect that it is a true copy:

- (i) List of registered committee member; or
- (ii) Constitution; or
- (iii) Memorandum and Articles of Association.

Applications hiring the Concert Hall for non-music purpose will not be considered.

Inquiries (852) 3943 3210

[CCV/booking/arrangement.doc] 10 September, 2012 10 Sep, 2012

The Chinese University of Hong Kong Lee Hysan Concert Hall Terms and Conditions of Hire (First edition – effective from 15 April 2001)

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General

| Interpretation | 1 In these Terms and Conditions where the context permits :- |
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| | "University" means The Chinese University of Hong Kong; |
| | "Hall" means Lee Hysan Concert Hall, The Chinese University of Hong Kong; "Building" means Esther Lee Building of The Chinese University of Hong Kong; "Unit" means Auditorium, Foyer or Exhibition Gallery of the Hall; |
| | "Management Committee" means the Management Committee of the Hall; |
| | "Chairman" means the Chairman of the Management Committee and any person for the time being authorized by him to discharge his functions and duties; |
| | "Hirer" means a person who hires the Hall or a Unit and, where the application is made on behalf of a club, society or association, includes the said club, society or association; |
| | "Application Form" means the form annexed hereto prescribed by the University for applying for the hire of the Hall or a Unit. |
| | "Booking" means the booking of the Hall or a Unit for hire for specified purposes for a specified period; |
| | "Confirmed Booking" means a Booking which the Chairman has notified the Hirer in writing is a Confirmed Booking; |
| | "Hire Charges" means the hire charges referred to in Clause 4; "Deposit" means the deposit referred to in Clause 4. |
| Application for Hire of Hall or Unit | 2 (1) A person or organization applying for a Booking shall send a completed Application Form (in the form attached hereto) to the Chairman. |
| | (2) Upon receipt of such application the Chairman may require the applicant to furnish such further information concerning the Booking as the Chairman may deem appropriate. The Chairman will then notify the applicant either that the application has been provisionally accepted, subject to payment of the Hire Charges or Deposit and such other conditions as the Chairman may specify, or that the application has been refused. |
| | (3) The University reserves the right to impose such conditions as it considers appropriate, and to refuse, in its absolute discretion and without giving any reasons, any such application. |
| | (4) Applications for hire will normally not be accepted unless submitted, in the case of hire of the Auditorium, at least 4 months before the proposed date of |
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use, and in the case of the Foyer/Exhibition, at least 2 months before the proposed date of use. Special bookings at shorter notice may be made if there is adequate justification and the Management Committee/Chairman in their sole discretion consider it appropriate.

Upon payment of the Hire Charges or Deposit and compliance with the specified conditions (if any), the Chairman will confirm in writing to the Hirer that he has a Confirmed Booking.

Covenant by Hirer 3 The Hirer shall ensure the observance and performance by himself his servants and agents and all other persons admitted to the Hall or Unit hired by him of these Terms and Conditions of Hire and shall indemnify the University against all loss or damages arising from any breach of this term.

4 (1) The Hirer shall pay charges for the hire of the Hall or Unit in accordance with the Scale of Charges for the time being in force (a copy of which is attached hereto). The scale of Charges may be altered by the University from time to time without

notice.

(2) Payment of the Hire Charges or Deposit shall be made as follows :-

(a) Auditorium :-

Hire Charges for the Auditorium shall be payable in advance in the following manner:-

(i) in the case where the date of application is more than 4 months before the date or the earliest date in a series of dates booked, 50% of the Hire Charges as a Deposit shall be payable on or before the date specified by the Chairman and the balance of 50% of the Hire Charges shall be payable not later than 60 days before the date or the earliest date in a series of dates booked;

(ii) in the case where the date of application is less than 4 months before the date or the earliest date in a series of dates booked, the Hire Charges shall be payable on or before the date specified by the Chairman;

(b) Foyer/Exhibition Gallery :-

Hire Charges for the Foyer and the Exhibition Gallery shall be payable in full on or before the date specified by the Chairman.

(3) Any change of Hire Charges applicable to any Booking shall be determined by the Management Committee. The Chairman of the Management Committee shall notify the Hirer of the Hire Charges and the date by which the Hire Charges or the Deposit should be paid. The Chairman may cancel a Booking without notice to the Hirer if such payment is not made by the due date.

5 A Confirmed Booking may be cancelled without notice to the Hirer in any of the following events :-

Cancellation of Confirmed Booking

Hire Charges and

Deposit

(1) if the Hirer uses the Hall or Unit for a purpose other than stated in the Application Form: (2) if the Hirer changes the nature of the function; (3) if the Hirer obtains a sponsor without the prior permission of the Chairman: (4) if the Hirer changes an artist or performer from one named in the Application Form without prior consent from the Management Committee; (5) if the Hirer allows any organization, group, company, artist or group of artists, other than those accepted by the Chairman, to participate and/or receive publicity in the proposed function without prior permission of the Chairman in writing; (6) if the Hirer is in breach of Clause 23 or of any condition which the Chairman has specified when accepting the application for the Booking. Responsibility for 6 The Hirer accepts responsibility for all damage to the Hall or Unit and to any property in the Hall or Unit during the period of hiring of the Hall or Unit and to the Injury and Damage property of persons entering or leaving the Hall or Unit during the period of hiring the Hall or Unit by the Hirer, however and by whomsoever caused. The University, the Management Committee and the Chairman shall not be responsible for any loss or damage to any property arising out of the hiring of the Hall or Unit by the Hirer nor for any death, injury, loss or damage which may be incurred by or be done or happen to any persons resorting to the Hall or Unit during the said hiring nor for any loss or damage arising from the interruption or cancellation of the hiring arising from any cause whatsoever including limiting the foregoing any mechanical breakdown electricity or water failure leakage or accident fire typhoon breach of law or regulation or Act of God and the Hirer shall indemnify the University, the Management Committee and the Chairman against all claims actions proceedings demands costs and expenses arising therefrom or in connection therewith. Sub-letting 7 Except with the prior permission in writing of the Chairman the Hirer shall not assign or sublet the Hall or Unit hired by him or any part thereof. Copyright 8 The Hirer shall not use the Hall or Unit for the performance or broadcasting in public of any dramatic or musical work or for the delivery in public of any lecture or address in respect of any matter in which copyright subsists without the consent of the owner of the copyright and shall not in any other manner infringe any copyright and the Hirer shall indemnify the Management Committee and the University against all claims, actions, demands and costs by reasons of any infringement of copyright whatsoever occurring during the period in which the Hall or Unit is hired. 9 (1) Immediately after the termination of a hiring the Hirer shall vacate the Hall Vacating Premises and or Unit and remove all property brought by him into the Hall or Unit and shall leave Removal of Property the same in a clean and tidy condition; after Hiring

consider necessary and, on demand, the Hirer or other person shall repay to the Chairman the cost of such removal and storage which shall be a first charge upon such property, but the University/Chairman shall not be liable for any loss of or damage to

(2) If after any hiring any property of the Hirer or of any other person is found in the Hall, the Chairman may remove and store the same in such manner as he may

Cost of Repairs, etc. The Hirer shall pay to the Chairman on demand the cost of reinstating or 10(1)replacing any part of or any property in the Hall or Unit hired by him, which shall be damaged, destroyed, stolen or removed during the period of hire.

such property.

(2) The Hirer shall leave all apparatus, utensils, fixtures, machines or equipment in the Hall or Unit and used by him or on his behalf in a thoroughly clean, wholesome and properly working condition to the satisfaction of the Chairman.

(3) The Hirer shall not permit any electrical apparatus or fittings of any kind to be attached to or used in conjunction with existing electrical fittings in the Hall or Unit without the prior permission in writing of the Chairman.

(4) The Hirer shall not affix any glue, scotch-tape, gum-paper, nails, spikes, tacks or any other thing or drive the same into any partition wall or floor or any fixture fitting or furniture in any part of the Hall or Unit, without the prior approval in writing of the Chairman. Stage marking using only temporary adhesive tapes may be allowed if tested by the Chairman or his representative.

11 Admission to the Hall or Unit shall be subject to the control and direction of the Chairman who may, in his absolutely discretion, prohibit or delay the admission of any person, or at any time order any person out of any Hall or Unit if such person contravenes these Terms and Conditions of Hire or behaves in a noisy, disorderly, or objectionable manner.

The Chairman of the Hall reserves the right to put a stop to any entertainment or meeting not properly conducted.

12 The Chairman may order the Hirer to remove from the Hall or Unit anything brought by the Hirer or his agents which in the opinion of the Chairman is illegal dangerous or liable to cause nuisance or obstruction and the Hirer shall thereupon immediately remove such thing.

13 (1) No decoration is allowed in or outside the Hall or Unit without the prior consent in writing of the Chairman;

(2) The Hirer shall not permit floral decorations to be placed in any part of a gangway or on any carpeted area;

(3) The Hirer shall immediately remove all floral decorations placed by him in the Hall or Unit after a hiring.

14 (1) The Hirer shall not permit any food or drink to be brought into the Hall or Catering Services Unit without the prior consent in writing of the Chairman;

Control of Audiences/ Participants

Admission and

Removal of **Dangerous** Property

Decorations

| | (2) The Hirer shall not, without the prior consent of the Chairman in writing, permit food, drink of gifts of any kind to be distributed to any members of an audience or members of the public in the Hall or Unit and such consent may be withdrawn by the Chairman if there is any breach or non-observance of any conditions prescribed by the Chairman for the nature and distribution of such food, drink or gifts. |
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| Refund of Charges/Deposit | 15 (1) Where the Hire Charges for the Auditorium, Foyer or the Exhibition Gallery have been paid in full by the Hirer and the Confirmed Booking of such unit is cancelled by the Hirer:- |
| | (a) if the Hirer shall give 14 or more days' notice of cancellation he shall be refunded 50% of such charges; and |
| | (b) if the Hirer shall give less than 14 days' notice of cancellation the whole of such charges shall be forfeited to the University. |
| | (2) If 50% of the Hire Charges have been paid by the Hirer as Deposit and the Hirer shall cancel the Confirmed Booking, the Deposit shall be forfeited. |
| Hours of Use | 16 The hours during which the Hall or Unit may be used by the Hirer are: (a) 9am-1pm, 2pm-6pm, and 7pm-11pm (Mon-Sat) (b) The Hall is normally closed on Sundays and Public Holidays. |
| | The Hirer shall not use or permit any person to use the Hall or Unit outside these hours without the previous consent in writing of the Chairman. |
| Sale of Goods | 17 No goods or articles of any kind or description, other than programs relating to the function for which the Hall or Unit is hired, may be sold by the Hirer in, or at the entrance of, the Hall or Unit without the previous permission in writing of the Chairman. |
| Use of Toilet Facilities | 18 The Hirer, his servants, agents and invitees shall have the right to use the toilet facilities of the Hall in common with all other persons authorized by the Chairman to use the same. The Hirer shall indemnify the University/the Chairman against all injury loss and damage to any person or property arising out of or in connection with the use by the Hirer, his servants, agents or invitees of the said toilet facilities and all actions claims demands proceedings costs and expenses arising thereout or in connection therewith. |
| Program Statement | 19 The Hirer agrees to include, where possible and convenient, in the program of the function a statement that the Hall or Unit is made available for the function by the kind permission of the Vice-Chancellor of The Chinese University of Hong Kong. |
| Public Entertainment Permit | 20 The Hirer agrees that if the application for a Permit for Public Entertainment in respect of the hiring is not approved by the Hong Kong Television and Entertainment Licensing Authority, his application for a Booking will automatically become null and void, and any Hire Charges paid by himin respect thereof will be refunded. |

| Closure | 21 The Chairman may at any time and in his absolute discretion close the Hall, or by notice to the Hirer, cancel a Confirmed Booking and on such closure or cancellation any monies paid by the Hirer by way of fees or charges shall be returned without interest or compensation to the Hirer, but the Hall shall not be liable to the Hirer for any loss or damage he may sustain arising out of such closure or cancellation. The Hall may be closed to the public without prior notice because of typhoon, storm and other natural disasters in accordance with the regulation of the Hong Kong SAR Government, The Chinese University of Hong Kong's Safety Codes and the discretion of the Chairman. |
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| Breach or Terms and Conditions | 22 If the Hirer shall fail to observe or perform any of the provisions of these Terms and Conditions of Hire, the Chairman may, without notice, cancel the Confirmed Booking and terminate the hiring of the Hall or Unit but such cancellation shall not relieve the Hirer from any of his obligations under the Terms and Conditions of Hire nor affect any right or remedy which the University may have under the Terms and Conditions of Hire or otherwise and any Hire charges and/or deposit paid by the Hirer shall be forfeited. |
| The Auditorium | |
| Seating Arrangement | 23 The Hirer shall not alter the seating arrangement in the Auditorium without the prior consent in writing of the Chairman. |
| Admission Tickets | 24 (I) The Hirer shall supply all tickets for admission to any performance in the Hall. The sample ticket showing the appearance and all the information therein should be sent to the Chairman for approval. |
| | (a) All admission tickets for which a charge is made shall have three sections, the first two of which shall be given to the ticket buyer and the third shall be retained for inspection by the Chairman. |
| | (b) Every ticket of admission shall state on all three sections :- |
| | (i) the name of the organization presenting the performance; |
| | (ii) the place of the performance, i.e., Lee Hysan Concert Hall; |
| | (iii) the time and date of the performance; |
| | (iv) the price of the ticket or the word "complimentary" where appropriate. |
| | (c) Every ticket of admission shall contain a box space no less than 4 cm x 2 cm for the row and seat number to be inserted. |
| | (d) Every ticket shall give information concerning house rules. The following being some of these rules: |
| | (i) To protect copyrights and performance rights of the composers and performers, audio and video recording is not allowed in the |

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| | Auditorium; |
| | (ii) Eating, drinking and unauthorized photo-taking during concert is not allowed in the Auditorium; |
| | (iii) Children under the age of six is not allowed in the Auditorium (Optional); |
| | (iv) To avoid undue disturbance to the performers and members of the audience, beeping devices, alarm watches, pagers, mobile phones must be switched off during the performance. |
| Admission and Late-comers | 25 The Hirer or his representative should be present at the Admission Doors to assist in dealing with matters arising from or during the admission of audience to a function. The arrival of latecomers to a performance also can be very annoying to the rest of the audience. The Hall management, if required by the Hirer, is prepared to admit no members of the public once a performance has begun, until the first interval curtain drop or the conclusion of the first piece of music. If such action is to be taken, hirers are requested to print the following endorsement on the admission tickets :- Latecomers will not be admitted unless there is a convenient break in the program. |
| | In such cases the program should be so arranged, if possible, that it allows the artist(s) to leave the stage at the end of the first item shortly after the opening to permit the house to settle down and absorb the late-comers. |
| Admission of Children | 26 The Hirer shall not, without the prior permission in writing of the Chairman, admit children under six years of age. |
| Programs | For any performance given, the Hirer shall deposit two copies of the program with the Chairman. |
| Smoke and Naked Flame | 28 The Hirer shall not permit smoking, the use of naked flame, gunfire or fireworks in any part of the Auditorium, Exhibition Gallery, stage, stage flies or wings of the stage. |
| Gangways | 29 The Hirer shall keep all gangways in and means of exit from the Hall clear and free from obstruction at all times. |
| Control rooms | 30 (1) The Hirer shall not, without the prior permission in writing of the Chairman, permit access to the lighting switchboard room, the flying tower, the sound control room and the projection room. |
| | (2) The Hirer shall not, without the prior permission in writing of the Chairman, permit any person other than the Chairman, or a person duly authorized by him to handle the stage lighting appliances, or operate the stage switchboard, or the sound control equipment or the film projectors. |
| Musical instrument | 31 The Hirer shall not, without the prior permission in writing of the Chairman, permit any person to have access to, to move or to play upon any Hall musical instrument. |

Chairman a clear identification badge or card, a specimen of which shall be deposited by the Hirer with the Chairman before the hiring. Photography in the 33 Photography within the Auditorium during or immediately preceding a Auditorium performance can be very annoying to the members of the audience and on the whole the management would prefer it to be forbidden. However, the decision whether this should take place or not is the responsibility of the Hirer, and if photography is not permitted in the Auditorium, a note to that effect should be inserted in the admission ticket and the program, and the Hall management should be informed in advance so that steps can be taken to prevent photography particularly during performances. 34 (1) The Management Committee is concerned that all performances and Services in the functions organized by hirers of the Hall should run smoothly and be successful, and Auditorium will be glad to arrange appointments before the hiring for personal consultation on the requirements, e.g. lighting, sound, furniture. The Management Committee however cannot undertake to make adequate arrangements unless this consultation takes place at least two weeks before the hiring. (2) Hirers are requested to note that it is incumbent upon them to provide their own competent stage manager, lighting director and stage crew for all rehearsals and performances. A strictly limited number of technicians will be available to assist in

32 Every employee and agent of the Hirer shall wear or carry for inspection by the

this work mainly to ensure that the equipment is not mishandled, but it is the clear

responsibility of the Hirer to organize the proper presentation of his show.

The Foyer, Exhibition Gallery

Identification Card

| Noise | 35 The Hirer shall not permit any noise, particularly noise arising from construction or moving of display stands, or the operation of sound equipment, that may cause annoyance to the users of any other Unit. |
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| Additional Furniture, etc. | 36 The Hirer shall not, without the consent of the Chairman, bring into any Unit, any additional furniture or equipment and shall comply in all respects with any conditions with regard thereto which may be imposed by the Chairman. |
| Display Material | 37 The Hirer shall not, without the prior permission of the Chairman, display material across any window and the Chairman shall withhold such permission if in his opinion such display might adversely affect the exterior appearance of the building. |
| Crowd Control | 38 When in the opinion of the Chairman extra staff are required for crowd control in connection with any hiring, the Hirer shall pay for such staff in accordance with rates prescribed by the Management Committee. |



