

Good Hope School - Facility for Hire

Terms & Conditions of Hire

Interpretation

1. 'Hirer'	means a person, company, or organization who hires facility or service provided by Good Hope School (GHS)
2. 'School'	means GHS and personnel authorized by GHS to deal with all matters regarding the hire of facility or service
3. 'Venue'	means halls, playgrounds, rooms, facilities or such other areas and spaces in GHS where the Hirer will hold an event
4. 'Participants'	means any persons or members of a company or organization participating in the event of the Hirer at a Venue in GHS

Right of the School

5. The school has full discretion to accept or reject an application without giving any reason for doing so.
6. The School's need to use the Venue shall take priority over any booking made by the Hirer. Should a need arise, the School has every right to call back the Venue and the Hirer is only entitled to a full refund, i.e. no compensation for the call-back.
7. The School shall have full discretion to, as and when it considers necessary to do so or during an emergency situation, make live or pre-recorded announcements through its public address system whether inside the Venue or other premises or display on any screen inside the Venue messages or notices, such as those relating to crowd control and campus security.
8. The School shall have the right to enter the Venue, at such time as the School thinks fit, to ensure there is no non-compliance of any of the Terms and Conditions of Hire by the Hirer.
9. The School reserves the right to discontinue an event, function or activity at any time during the period of hire if the School considers the Terms and Conditions of Hire are being breached by the Hirer or the Participants. In such circumstances, the Hirer shall not be entitled to any refund of the whole or part of the hire paid.

Hirer's Responsibilities

Application

10. The Hirer is required to check the availability of the Venue(s) by filling out the Venue Booking Form which is available for downloading from the School's website. Telephone reservations will not be entertained.
11. The Hirer should send back the completed Venue Booking Form by email.
12. In considering the Hirer's application, the School may require the Hirer to provide documents (such as Business Registration Certificate / Society Registration Certificate, or Charitable Institutions and Trust Registration Certificate issued by the Inland Revenue Department under Section 88 of the Inland Revenue Ordinance as proof of status of the Hirer's organization /

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company) as well as information regarding the nature of business of the company / organization. The Hirer should ensure the proposed event / function / activity to be carried out at the Venue is not illegitimate and that it conforms to the School's management principles and, most importantly, it does not in any way conflict with the interests of the School. In the absence of such documents / information provided, the School will reject the application.

13. A Venue booking request made by a Hirer will not necessarily guarantee a successful allocation. The Hirer will be notified by the School regarding the result of application after a final decision is made based on the submitted documents and the sufficiency of information provided by the Hirer. When the application is approved, the Hirer will enter into agreement with the School on the use of Venue.

Payment

14. An invoice will be issued to the successful Hirer for payment to be made by a crossed-cheque in favour of "Good Hope School" within 3 working days upon receipt of the invoice. Failure to settle the payment as required will render the booking automatically cancelled by the School without giving the Hirer any prior notice. Post-dated cheques will not be accepted.
15. Proof of full payment, such as bank transfer or a pay-in slip, is required before the School will issue a booking confirmation.

Cancellation / No Show

16. No refund will be allowed for any booking cancellation or withdrawal by the Hirer once the School has issued the booking confirmation.
17. In the event that the Hirer or his(her) representative fails to appear or use the Venue at the time allotted to him(her), the School will consider it a cancellation or withdrawal by the Hirer and all payments made will be forfeited. Should the Hirer or his(her) representative seek the School's permission to allocate another date for their event, a new payment will apply.

Overrunning

18. The Hirer must pay for any extra hours of hire, air-conditioning charges and fees for the technical or other support personnel immediately after the end of the event / function / activity. Any part or fraction of the hour will be charged as a full hour. If the Hirer fails to settle such payment, the School will take legal action to recover the outstanding payment.

Subletting

19. Except with the prior written permission by the School, the Hirer shall not re-assign or transfer the right to use the whole or part of the Venue to a third party.

Transfer of Booking

20. The whole or part of the period of hire cannot be swapped for other periods or dates or another venue for the original Venue once the School has issued an invoice to the Hirer, regardless of whether or not a payment has been made.

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Use of the Venue

21. The Venue shall be used only for the purpose mentioned in the Venue Booking Form.
22. The Hirer shall respect the rights of users using other venues, areas or facilities of the School.
23. The Hirer and all of his (her) participants may access and use the hired facility only. They do not have any right of access or use of other venues, areas or facilities of the School.

Publicity

24. The name of the School, viz. Good Hope School or GHS, must not be used to mean or imply her involvement in the organization or supervision of the event, function or activity staged by the Hirer.

Delivery and Storage of Goods

25. Materials delivered to the School premises as arranged by the Hirer will be rejected if the Hirer or his (her) representative / agent is not present on-campus to handle the delivery unless he (she) has sought prior approval of the School. While allowing such delivered materials to enter the School premises, the School will not be responsible for any loss or damage that may be caused by the delivery personnel. The Hirer will assume full responsibility for the delivered materials and goods and their storage on campus during the period of hire.

Cleaning

26. The Hirer is responsible to keep all furniture, fixtures, carpets, the wall and the floor in a clean and tidy condition in any part of the Venue / School premises. All equipment must keep in a workable and clean condition during the hiring period. All carton boxes and miscellaneous items must be removed from the public place or kept out of public view.
27. The Hirer and participants of the event must strictly refrain from the following activities in the School premises and by its entrances / exits unless with the prior consent of the School or they shall be expelled from the School's premises without notice or warning and compensation:
 - a. No consumption or display of any alcoholic beverages.
 - b. No smoking.
 - c. No alteration of the original seating arrangement.
 - d. No business transactions, staff recruitment, fundraising, market research studies or business or trade related activities.
 - e. No collection, donation, solicitation or trade/exchange involving goods, souvenirs, merchandises, programmes or services.
 - f. No display of any decoration items, such as flowers, banners, posters or the like for the purpose of publicity or advertisement.
 - g. The number of persons allowed to use the Venue must tally with that stated in the booking form and shall not exceed the maximum capacity of the Venue set by the School.
 - h. Sound or music in video displays, live performances, PA system announcements or audio-visual effects must be kept at a reasonable level and adequate for the hired Venue. Should

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the School consider the sound and music beyond the reasonable level of acceptance, she has the right to turn down the volume or turn off such equipment at her discretion and at any time as she sees fit.

- i. No party effects such as flames, smoke, pyrotechnics or other self-explosive substances, confetti cannons or poppers are allowed at the hired Venue or any other School premises.
- j. No inflammable liquids, fuel or dangerous substances are allowed at the hired Venue or any other School premises.
- k. Do not apply any glue, scotch-tape, gum paper, nail or the like to plaster walls, the floor, or any fixture, fitting or furniture at the hired Venue to avoid damage.
- l. Do not bring into the School premises any audio-visual equipment.

Cost of Repairs

28. The Hirer shall be fully responsible for the cost of repair or replacement in the event that any equipment, ornament, furniture, fixture, fittings or any other property in the hired Venue is lost, defaced, damaged or destroyed during the period of hire.

Damage / Loss of Property and Accidents

29. The School shall not be held responsible for any accident, any injury or death of persons, or any theft, loss or damage of property that occurs during the period of hire.

Indemnity

30. The Hirer shall indemnify the School against all hurt, loss and damage including, on a full indemnity basis, all costs that might be incurred in civil actions or legal proceedings brought against the School as a result of or relating to such hurt, loss, damage, theft or any accident referred to in Clause 19 or any such incident caused by a breach on the part of the Hirer of any of the Terms and Conditions of Hire, save and except the hurt, loss, damage, theft or accident was caused merely out of negligence by the School or her employees, agents or contractors.

31. The School accepts in good faith all the information provided by the Hirer. It is important that the Hirer has a duty to ensure the accuracy of the information furnished with the School. In the event that the information is incomplete or false, the School shall not accept any responsibility or any liability based on any allegation of negligence.

Insurance

32. The Hirer should take out an adequate insurance policy, including third-party liabilities, to insure against any eventualities during the period of use of the Venue.

33. A proper insurance coverage should cater for the event, function or activity orderly carried out by the Hirer and properly supervised by his (her) agent or representative.

34. Proof of insurance taken out by the Hirer must be shown to the School at least 10 working days prior to the period of hire.

Closure, Breach of Terms and Conditions of Hire

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35. The School reserves the right to close the whole or part of the School premises at any time from use by the Hirer or from use for the purpose the Venue is hired. The School may, by notice to the Hirer, cancel a confirmed booking or any part thereof and, subject to the Terms and Conditions of Hire, return in full payment already made by the Hirer.
36. Where Clause 26 applies, the School shall not be held liable for any loss or damage whatsoever suffered by the Hirer, including any consequential loss of profit or income or any damage or compensation as a result of claims made by a third party against the Hirer based on such closure or cancellation, as and when:-
- a. (where a Venue is hired) the closure or cancellation is due to an emergency situation or any other circumstance that is beyond the control of the School, such as:
 - i. damage or destruction to the whole or part of the School premises which, in the opinion of the School, will likely endanger human life if the Hirer or any participant is allowed to enter or remain in the premises;
 - ii. flooding in the School premises or in its vicinity which renders the premises totally inaccessible or very difficult to access;
 - iii. suspension of electricity supply to the School premises;
 - or
 - b. (where the hire relates to the use of any wall of the School premises, interior or exterior, for the display of banners, posters, advertisements or the like) on receiving the School's notice of cancellation, the Hirer shall immediately or within such time as specified in the notice as appropriate, and at the Hirer's own cost, remove all the banners, posters, advertisements, etc. and reinstate or restore the wall where the displays were put up to its original condition. Should the Hirer fail to do so, the School shall remove the displays without any compensation to the Hirer and reinstate or restore the wall as she sees fit. Additionally, the School shall be entitled to claim the Hirer for the cost incurred in removing the displays and reinstating / restoring the wall.
37. If the Hirer fails to pay in full, the hire charges for any date(s) mentioned in the Venue Booking Form or fails to comply with any of the Terms and Conditions of Hire, the School may cancel the Venue booking without notice and terminate the period of hire. Without prejudice to any other remedial actions the School may consider, the School will forfeit all the hire charges already paid by the Hirer. Where cancellation is made under this Clause, the School shall not be held responsible for any loss or damage whatsoever suffered by the Hirer, including any consequential loss of profit or income or any damage or compensation as a result of claims made by a third party against the Hirer based on such cancellation.

Arrangements under Typhoon and Black Rainstorm:

38. Where the event, function or activity has not yet commenced:
If Typhoon Signal No. 8 or Black Rainstorm Warning is in force during the following times, the Venue booking will be cancelled accordingly:

<u>Time</u>	<u>Booking Period</u>
6:00 a.m.- 10:59 a.m.	Morning booking that starts before 2:00 p.m.

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11:00a.m and beyond	Afternoon booking that starts from 2:00 p.m.
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39. Where the event, function or activity has already commenced:

Once Typhoon Signal No. 8 or above is hoisted, the event, function or activity has to stop immediately and the Hirer shall arrange for all the participants to leave the School.

Once the Black Rainstorm Warning is issued, all the participants are advised to stay where they are or seek shelter for personal safety until the Warning is withdrawn.

Re-scheduling:

40. If Typhoon Signal No. 8 is hoisted in the course of the event, the Hirer is entitled to suspend the activity on that day and make alternative arrangements. The Hirer should immediately submit a request for an alternative booking for a date (or dates) which must be within 2 months from the original period of hire. In any event, no refund of payment will be made to the Hirer. Furthermore, the School reserves the right to decline the Hirer's request for the alternative date as and when the requested date clashes with the School's work or activity schedule or there are other factors that pre-empt acceding to such request. The Terms and Conditions of Hire listed above shall similarly apply to any rescheduling of a Venue booking.