## 香港社會服務聯會(社聯)

## The Hong Kong Council of Social Service (HKCSS) 温莎公爵社會服務大廈(本大廈)

## Duke of Windsor Social Service Building (DWSSB) 租用本大廈禮堂、會議室及有關設施條款

Terms and Conditions of Use of DWSSB's Auditorium, Rooms & Ancillary Facilities

- 1. 租用場地用途須與申請團體在申請表格內列明之租用用途相符。
  The use of the licensed venue(s) must be consistent with the proposed use specified by the applicant organization in the application form.
- 2. 申請團體須持有場內活動舉辦權之証明文件(包括有關牌照等),並即時提供予社聯查閱。

The applicant organization must possess all necessary supporting documents (including the relevant licence, etc.) proving the right to hold and use the venue for the specified event and, upon request, provide the same immediately to HKCSS for inspection.

- 3. 所有租用場地及活動只限於申請團體("申請團體")所申辦之指定用途及供其參加者使用。除非早已獲得並能(於提交租用申請時或活動日期前十四個工作天)提供有關活動的公眾娛樂場所牌照,並獲得香港社會服務聯會("社聯")的書面同意,申請團體必須防止及確保公眾不得進入租用場地參與場內活動,並在任何情況下均不得分租、取替或轉移有關場地或活動之使用權。
  - All licensed venue(s) and activities are limited to the proposed use of the applicant organization ("the applicant organization") stated in the application form and for the use of the participants mentioned therein. Unless the applicant organization has obtained the public entertainment licence ("DFEH Licence") for the proposed event and is able (upon submission of the application or 14 business days before the date of proposed event/activity) to provide the same to, and for the written approval by, The Hong Kong Council of Social Service ("HKCSS"), the applicant organization must prevent the public from entering and ensure that the public is not allowed to enter the licensed venue(s) to participate in the proposed event and, in any case, the applicant organization is not allowed to sublet or transfer the right to use the licensed venue(s) or to substitute or to transfer the right to host the event.
- 4. 在不影響其他條款的情況下,申請團體於任何情況均不得使用租用場地舉辦開放予公眾入場的活動;一旦申請團體在未獲得公衆娛樂場所牌照或社聯書面同意之情況下,使用租用場地舉辦任何公眾活動,及/或容許任何公眾人士在未經批准或預先申請下參與租用場地之活動,申請團體須向社聯賠償及支付社聯就有關公眾活動的舉辦所招致的一切訴訟、追討、損失、開支及費用。
  - Without prejudice to the other provisions herein, the applicant organization shall not, in any event, use the licensed venue(s) for public entertainment. In case the applicant organization uses the licensed venue(s) for public entertainment and / or allows the public to enter and participate in the event at the licensed venue(s) without prior written approval by HKCSS or having obtained the relevant DFEH Licence, the applicant organization shall be liable to, and indemnify, HKCSS for all the claims, litigation, proceedings, losses, expenses and costs incurred by HKCSS as a result thereof.
- 5. 申請團體不得直接或間接利用社聯或本大廈的名義宣傳其活動、服務或產品。 The applicant organization may not directly or indirectly promote its events, activities, services or products in the name of HKCSS or DWSSB.

6. 如申請團體及/或活動參加者或其所攜帶的物品有任何損壞或遺失,社聯及其轄下之 溫莎公爵社會服務大廈管理處/管理委員會("本處")概不負責。

The HKCSS and its governing Duke of Windsor Social Services Building Management Office / Management Committee ("BMO") shall not be responsible for any damage or loss to or suffered by the applicant organization or the event participants or the items they carry.

7. 社聯或本處有權在無須作出解釋下,拒絕租出場地作任何展覽、廣告、集會或其他 用途。

The HKCSS or BMO reserves the right to reject any application to use the venue for any exhibition, advertisement, assembly or other use without giving any explanation.

8. 未經社聯或本處許可,申請團體不得使用租用場地以外的任何空間,如走廊、樓梯、 大堂等。

The applicant organization shall not use any areas or spaces such as corridors, stairs, lobbies, lifts, etc., other than the licensed venue(s), without the prior permission of the HKCSS or BMO.

9. 未經社聯或本處許可,申請團體不可於本大廈範圍內隨處擺放及/或張貼指示、通告 及/或任何宣傳單張及/或其他物品器材。一經發現,本處或本大廈職員有權作出清除 而毋須事先通知或負責任何損失。

The applicant organization shall not place and / or post any instructions, notices, leaflets, banners, promotional items and / or other facilities in DWSSB without the prior permission of the HKCSS or BMO. In case of default, BMO or staff of DWSSB is entitled to remove or clear the aforesaid without prior notice or incurring any liability for loss.

10. 租用期間,如租用場地內及/或設施及/或其他物品有任何損壞及/或遺失,申請團體 須就該等損壞及/或遺失向社聯或本處作出該物品價值之全額賠償。

During the licence period, if there is any damage and / or loss in the licensed venue(s) and / or facilities and / or other items, the applicant organization shall indemnify HKCSS and / or BMO, and compensate for the full value of the item(s) in respect of such damage and / or loss to the HKCSS or BMO.

11. 除申請表內列明之參加者及申請團體之工作人員,其餘人等(包括公眾人士)均不 得進入租用場地。申請團體須於活動舉辦當天提供有效之許可證以識別所有已核準 之參加者及工作人員。

Except for the approved participants and the staff members of the applicant organization stated in the application form, no other people (including the public) is allowed to enter or use the licensed venue(s). The applicant organization must provide valid identification documents for identifying and verifying all approved participants and staff on the day of the event.

12. 申請團體如需特別安排場地座位、器材或其他有關設施,應於遞交申請表時一併提出申請。社聯及本處保留一切權利接受或拒絕逾時申請及向申請團體收取有關費用。

If the applicant organization requires special arrangements for venue seating, equipment or other related facilities, the applicant organization shall submit such request at the time when the licence application is made and submitted. The HKCSS and BMO reserve all rights to accept or reject any late application and to charge the applicant organization for the relevant fees.

13. 申請團體須保持租用場地清潔,並在交回租用場地前清理租用場地,將廢物用膠袋裝好,放置於指定之地點。如有不妥善之處而需由本處進行清潔,有關費用一概由申請團體負責。

The applicant organization should keep the licensed venue(s) clean, and should before returning the licensed venue(s) clean it up, put the waste in plastic bags, and place them at

the designated location. If there is any impropriety that needs to be cleaned or remedied by BMO, the relevant fee shall be borne by the applicant organization solely.

14. 申請團體不得使用本大廈之停車場。

The applicant organization is not allowed to use the car park of DWSSB.

15. 租用場地時間為早上九時正至晚上十時正。申請團體須在擬租用日期前不少於十四個工作天遞交書面申請。如在有關指定時間內申請團體未能繳付全部租用費,則其申請將視為自動放棄及無效,社聯或本處毋須向申請團體負責或作出任何賠償。社聯或本處有絕對權力另行出租有關場地予其他任何人仕,而無須另行通知。

The time available for using the licensed venue(s) is from 9 a.m. to 10 p.m.. The applicant organization should submit a written application not less than 14 business days before the proposed day of use. If the applicant organization fails to pay the licence fee in full within the specified time, the application shall be deemed to be automatically withdrawn, and become null and void, in such case, neither HKCSS nor BMO shall be responsible, or liable to the applicant organization, for any loss or compensation. The HKCSS or BMO has the absolute right and discretion to licence the relevant venue(s) to any other person without notice.

16. 申請團體租用場地申請一經被接納便作實,若在租用日期前取消租用或更改租用日期(下述第20條除外),本處有權沒收全數或部分租用費。申請團體須立刻以<u>書面</u>通知本處,有關退款(如有的話)將依據以下發還:

取消租用通知書	退款百分比
租用日期前三十天至六十天內	二十五
租用日期前六十天或以上	五十

Once the application for a licensed venue(s) is accepted, the BMO is entitled to confiscate the full or part of the license fee if the application is cancelled or the date of the event needs to be changed (except pursuant to clause 20 below). The applicant organization shall immediately notify the BMO in writing, in which case the refund of licence fee (if any) will be based on the following scale:

Days of notice of cancellation	Percentage of license fee to be refunded
Within 30-60 days before the day of use	25
60 days or above	50

17. 如申請表在租用日期前少於十四個工作天遞交,申請團體須在接納申請及核實租用 時立即繳交全數租金。

If the applicant organization submits the application form less than 14 business days before the date of use or the commencement date of the licence, the applicant organization shall pay the full amount of licence fee immediately upon acceptance and confirmation by HKCSS/BMO of the licence application.

18. 本大廈場地及設施租用費用及服務條款若有任何調整或修改,將不會另行通知。 HKCSS reserves all rights to amend, revise and change any of the provisions stipulated under the Terms and Conditions of Use of the Auditorium, Rooms & Ancillary Facilities as well as the licence fees and charges for such use at all times without any prior notice.

19. 如在活動進行期間,租用場地及設施或其他服務有任何損壞或中斷,社聯及本處一概不負責。

The HKCSS or BMO shall not be liable to the applicant organization for any damage or loss resulting or arising from any breakdown of services in, at or of the licensed venue(s), facilities or other services during the course of the activity.

20. 當八號或以上風球懸掛時,所有租用場地均會關閉。在租用期間因八號風球引致租 用場地關閉,則可按本租用場地及設施條款而更改租用日期(如欲更改之日期可以被 租用的話)。社聯或本處有絕對權利拒絕接納擬欲更改的租用日期。

All licensed venues shall be closed when typhoon signal no. 8 or above is hoisted If the licence for use is cancelled for the aforesaid reason, the applicant organization may change or reschedule the period of hire (subject to availability of the rescheduled date) subject to the terms and conditions relating to the licensing of the venue(s) and facilities therein. The HKCSS or BMO has the absolute right to refuse to accept the proposed alteration.

- 21. 本處保留關閉及/或開放租用場地之權利。 BMO reserves the right to close and /or open the licensed venue(s).
- 22. 未經申請,任何人士不得攜帶任何食物及飲品進入租用場地。
  No person is allowed to bring any food and drink to the licensed venue(s) without permission.
- 23. 申請團體所舉辦之活動須符合一切有關法例之要求,並須於申請租用時及活動當天已獲得有關許可及/或有關政府部門所出具之牌照,並於活動舉辦前提供予本處。 The activities organized by the applicant organization must comply with all relevant legislations, and the applicant organization must have already obtained, at the time of application and on the date of event, all relevant permit(s) and / or licence(s) (including the DFEH Licence) issued by the relevant government department. Such permit(s) and / or licence(s) as aforesaid shall be made available to HKCSS and/or BMO for inspection, verification and record before the event.
- 24. 申請團體須同意及遵守並不時確保其活動參加者遵守本大廈之行政管理及場地及設施使用等條款及香港特別行政區之法例。

The applicant organization shall observe and abide by, and from time to time ensure that its event participants comply with the Terms and Conditions of Use herein contained and the relevant laws of the Hong Kong Special Administrative Region.

25. 如申請團體及/或其活動參加者違反任何本租用場地及設施條款及/或任何相關之法例,租用服務將被立即終止或取消,而申請團體已繳交的所有費用將不會退還。社聯及/或本處保留一切權利向申請團體及其活動參加者追討有關損失。

If the applicant organization and / or its event participants violate, any terms and conditions herein contained, the licence for use of the venue and relevant facilities shall be terminated or cancelled immediately, and all the fees paid by the applicant organization will be absolutely forfeited and not be refunded. The HKCSS and /or BMO reserve(s) all rights to claim or recover any loss or damage from the applicant organization and/or its participants as a result thereof.

26. 禮堂及會議室會在租用時間十五分鐘前開放予申請團體及其指定參加者。各會議室 於租用時間結束後五分鐘內清場。若逾時仍未交回租用場地,申請團體須繳付以每 半小時計算的額外租用費。

The Auditorium and rooms will be opened 15 minutes earlier before the period of hire for entry by the applicant organization and its designated participants. The applicant organization is required to clear up the venue(s) within 5 minutes after the period of hire. If the licensed venue(s) is/are still not returned by the applicant organization after the

period of hire, the applicant organization is required to pay additional licence fees on every half hourly basis.

27. 申請團體必須使用本處提供的器材設施;除非獲得本處的同意,申請團體不可使用 非本處提供的器材。

The applicant organization is only allowed to use the facilities or equipment provided by BMO. Except with the prior written consent from the BMO, no other equipment or facilities is permitted to use by the applicant organization.

28. 社聯或本處保留租出場地及設施與否的一切最終決定權而無須負上任何責任,申請 團體亦不得就社聯或本處的任何決定作出任何爭議或反對。

The HKCSS or BMO reserves the absolute rights and discretion to accept or reject the aforesaid application without incurring any responsibilities. The applicant organization shall not make or raise any dispute or objection in respect of any decisions of HKCSS or BMO.

29. 中英文版本如有歧異,一概以英文版本為準。

In case of inconsistency between the English version and Chinese version, the English version shall prevail.