

**Vocational Training Council (VTC)**  
**Hire of Accommodation in Council Premises**  
**Terms and Conditions of Hire**

**General Principle**

1. Applications for hire of accommodation in VTC premises are considered on a case by case basis on the principle that VTC's activities will NOT be affected by the functions/activities of the hirer.

**Application**

2. Request for using VTC premises should be made by **completing the application form**, together with the supporting documents showing the nature of business as well as the legal status of applicant's organization, and proposed functions/activities to be held in VTC premises. All proposed functions/activities to be conducted in VTC premises should be legal and not in conflict with VTC's interest.
3. Insufficient or inaccurate information may result in the application being rejected.
4. Application for bookings are normally accepted up to four months in advance and at the latest, one month before the start date of the hiring period.
5. Application made by an individual applicant will not be considered.

**Approval of Applications**

6. VTC may at its discretion approve or disapprove any application.
7. Based on the principle in paragraph 1, in the event that there is a need for VTC to use the venue during the hirer's activities, VTC reserves the right to recall the hired accommodation and the hirer will not receive compensation.
8. VTC reserves the right to enter into the hired accommodation at any time during the hirer's function/activity to ensure compliance of the terms and conditions stipulated herein this document.

**Payment**

9. The hirer will receive a debit note for payment once the application is approved by VTC. Payment must be made in full in accordance with the payment method/payment instruction stipulated in the debit note and by the deadline as stipulated in the debit note, otherwise the booking will be automatically cancelled without notice. The hirer will receive a receipt once VTC receive the payment.
10. The hirer is required to present the receipt of the payment to VTC's authorized staff before the venue could be used.
11. All payment made is neither refundable nor transferable in case the booking is cancelled by the hirer.
12. Using of the venue exceeds the scheduled hiring time period is subject to VTC's approval. The hirer must make payment accordingly. Fractions of a hiring hour will be charged as a full hour.
13. Subject to the function/activity staged by the hirer at the venue, VTC may request the hirer to add additional hour for the preparation and clean-up work before and after the period of hire.

**General Regulations on Using the Hired Venue**

14. VTC's name (expressed in its full name/abbreviation/logo etc.) must not be used in conjunction with the activities (including but not limited to the hirer's publications, promotion material, banner etc.) of the Hirer.
15. The venue shall only be used for the purpose stated in the approved application. Any alternation of the use will result in the function/activity being immediately terminated. The Hirer shall indemnify VTC for all costs, claims, and expenses which the Council may incur or suffer, and against all actions, claims or demands made by any person, arising from such altered use of the venue.
16. The Hirer shall not assign or transfer the right of use or assign or allow the use of any part of the venue to or by a third party.
17. The stated capacity of the venue should not be exceeded.
18. The venue and other areas of VTC's premises should be kept in a clean and tidy condition. All exit routes in the venue should be kept clear and free from obstruction at all times.
19. Sound emitted from the PA/AV system or any equipment must be kept to a reasonable level. The Council has the right at any time to lower or turn off the equipment if the sound levels and/or context of the sound are considered not appropriate.
20. The Hirer should vacate the venue and remove all their belongings brought into Council premises immediately following the expiration of the hiring period. All facilities should be restored in its original conditions.
21. All equipment provided by Council in the venue shall only be utilized in the venue and for the specified activities.
22. The following activities are not allowed in the venue/Council premises without the prior approval of the Council:
  - (i) consume or serve any kind of food, refreshment and drinks;
  - (ii) alter/move any furniture/seating arrangement in or out of the booked venue;
  - (iii) install temporary structures and/or additional electrical, lighting and audio-visual equipment;
  - (iv) display publicity/decoration material of any kind;
  - (v) cash transaction, recruitment or market research study;
  - (vi) sale of goods or services of any kind;
  - (vii) affix any adhesive material, nails, or any other things on any wall or floor or on any fixtures, fittings or furniture;
  - (viii) emit any smoke, flame or explosion or device or substance or matter causing smoke, flame or explosion to create effects;
  - (ix) bring into the venue or VTC premises any inflammable substance or highly inflammable spirit.
23. The Hirer is responsible for maintaining a proper conduct (including dress code) among users of the venue.

**Non-infringement**

24. The hirer undertakes and warrants that its use of any VTC premises and/or VTC equipments will not infringe

the rights (including but not limited to copyright and other intellectual property rights) of any third party. In particular, the hirer must not use any VTC premises and/or VTC equipments for performing, playing, showing, exhibiting or otherwise making available any work subject to copyright, or bring into equipments any VTC premises for any such sue, without the consent of the copyright owner.

25. For the avoidance of doubt, VTC's approval of an application for hire of accommodation does not constitute: (i) VTC's knowledge or authorization of any infringing acts; and (ii) VTC's representation that the hirer's specified use will not infringe any third party rights. It remains the sole responsibility of the hirer to obtain any consents, licences, clearances, etc. as may be required by the law or by any third party for the hire's specified use.
26. The hirer shall indemnify VTC and VTC staff and agents against all liabilities, costs, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation) arising out of or in connection with any actual or alleged infringement of any third party rights by the use of any VTC premises and/or VTC equipments by or authorized by the hirer.

#### **Damage**

27. The Hirer is liable for whatever damages they cause in VTC premises.
28. The Hirer bears the liability of having placed appropriate insurance to cover all eventualities during the use of the venue including third parties liabilities, etc. VTC shall not be held responsible for any accident, death, injury, theft, loss or damage which may occur during the period of use of the venue by the Hirer.
29. VTC shall not be liable for any loss due to damage or destruction to the venue, any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

#### **Indemnity**

30. The Hirer shall indemnify VTC for all costs, claims, and expenses which the Council may incur or suffer, and against all actions, claims or demands made by any person, arising from the act or negligence of the Hirer.
31. In the event of any loss or damage to VTC's property for which the hirer is liable, the hirer shall reimburse the Council the total cost/claims/expenses to be determined by VTC (including but not limited to the cost of repairs or replacements, and all related administrative overhead cost).

#### **Cancellation of Booking / Suspension of Hirer's Activity/Function/Event**

32. VTC reserves the right to cancel the confirmed booking/suspend the hirer's activity/function/event being conducted in the venue without prior notice if the Hirer shall fail to observe or perform any of the provisions in this Terms and Conditions of Hire; or due to any emergency or circumstance beyond the control of VTC (e.g. flooding in surrounding area of the venue, unexpected suspension of electricity in the premise). Such cancellation shall not release the Hirer from any of his obligations under the Terms and Conditions of Hire nor affect any right or remedy which the Council may have or otherwise the hiring charges paid by the Hirer

shall be forfeited.

33. Council shall not be liable for any loss or damage whatsoever suffered by the Hirer, to include but not limited to any consequential loss of profit or income and/or suffered due to claims made by third parties against the Hirer, arising out of such cancellation.

#### **Arrangements under Bad Weather Conditions**

34. For bookings which have already started
- (i) When Typhoon Signal No. 8 or above is issued / during the activity/function, the event should be terminated immediately. But in the case of Black Rainstorm Warning is in force, the event will be allowed to continue until the end of session.
  - (ii) If the Hirer's activity/function is terminated due to the hoisting of Typhoon Signal No. 8 or above, the Hirer shall be entitled to hire the same accommodation on an alternative date. The request for the rescheduling should be made within one month of the original event date. Application for the rescheduling is subject to the same terms and conditions stipulated in this document.
35. For bookings which have not yet started
- (i) If Pre-No. 8 Special Announcement/Typhoon Signal No. 8 or above or the notice of extreme conditions after super typhoons or Black Rainstorm Warning is issued at the stipulated time below, all bookings will be cancelled without separate and/or further announcements:
    - If either of the warnings is issued or in force at or after 6:15 a.m., all bookings starting before 1:30 p.m. will be cancelled automatically.
    - If either of the warnings is issued or in force at or after 11:00 a.m., all bookings scheduled between 1:30 p.m. and 6:30 p.m. will be cancelled automatically.
    - If either of the warnings is issued or in force at 4:00 p.m. or thereafter, all bookings starting from 6:30 p.m. onward will be cancelled automatically.
  - (ii) As NO separate announcements will be made by the Council, the Hirer must inform all participants of the cancellation by his or her own means.
  - (iii) If the Hirer's activity/function is terminated due to the arrangement stipulated in paragraph 35(i) above, the Hirer shall be entitled to hire the same accommodation on an alternative date. The request for the rescheduling should be made within one month of the original event date. Application for the rescheduling is subject to the same terms and conditions stipulated in this document.