

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

**General Principle**

1. Application for hire of accommodation on VTC premises is 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.
2. In the event that the hiring involves complex arrangements (such as installation of structure or use of things requiring government approval or licence), the Council reserves the right to require an applicant to execute a separate agreement, and in such scenarios, the terms and conditions appended to this form may not be applicable.

**Application**

3. 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 organisation, and proposed functions/activities to be held on VTC premises. All proposed functions/activities to be conducted on VTC premises should be legal and not in conflict with VTC's interest.
4. Insufficient or inaccurate information may result in the application being rejected.
5. Application for bookings is normally accepted up to four months in advance and at the latest, one month before the start date of the hiring period.
6. Application made by an individual applicant will not be considered.

**Approval of Applications**

7. VTC may at its discretion approve or disapprove any application.
8. 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.
9. 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**

10. 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.
11. The hirer is required to present the receipt of the payment to VTC's authorised staff before the venue could be used.
12. All payment made is neither refundable nor transferable in case the booking is cancelled by the hirer.
13. 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.
14. 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**

15. 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.
16. 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.
17. 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.
18. The stated capacity of the venue should not be exceeded.
19. 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.
20. 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.

21. 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.
22. After the hiring period, the Council has the right to remove or dispose of any property found in the venue and the Council may recover from the hirer the costs of removing and/or deposing the items left behind at the venue.
23. All equipment provided by Council in the venue shall only be utilised in the venue and for the specified activities.
24. 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) make cash transaction, recruitment or market research study;
  - (vi) undertake 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; and
  - (ix) bring into the venue or VTC premises any inflammable substance or highly inflammable spirit.
25. Smoking is strictly prohibited on VTC premises.
26. The hirer is responsible for maintaining a proper conduct (including dress code) among users of the venue.
27. The hirer is responsible for overall management of the venue during the hiring period and ensuring safe admission and departure of all individuals, including providing attention to individuals with special needs.
28. The hirer must ensure that any person being permitted to enter the VTC premises during the hired period shall observe the legal requirements under Hong Kong Special Administrative Region.

#### **Non-infringement**

29. The hirer undertakes and warrants that its use of any VTC premises and/or VTC equipment 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 equipment for performing, playing, showing, exhibiting or otherwise making available any work subject to copyright, or bring into equipment any VTC premises for any such use, without the consent of the copyright owner.
30. For the avoidance of doubt, VTC's approval of an application for hire of accommodation does not constitute: (i) VTC's knowledge or authorisation 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 hirer's specified use.
31. 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 equipment by or authorised by the hirer.

#### **Damage and Liability Exemption**

32. The hirer is liable for whatever damages they cause on VTC premises.
33. The hirer bears the liability of having placed appropriate insurance, at its sole expense, to cover all eventualities during the use of the venue including but not limited to third-party liability insurance, Employees' Compensation insurance, and personal accident insurance for participants. Upon request, the hirer will provide VTC with a certificate of insurance evidencing the required coverage.
34. Notwithstanding anything expressed or implied by these Terms and Conditions, to the extent permitted by law, VTC will not be liable to the hirer for any and all loss or damage caused by the negligence, breach of contract, breach of statutory duty or any other obligations of VTC. VTC will not be liable to the hirer's wasted expenditure, loss of profit, anticipated profit, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage. The hirer shall be solely responsible for all property (including but not limited to vehicles and equipment) used during the use of the venue and shall assume all associated risks.
35. 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**

36. 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.
37. 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**

38. 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.
39. 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**

40. For bookings which have already started:-
- (i) When Tropical Cyclone Warning Signal No. 8 or higher is issued during the activity/function, the event should be terminated immediately. But in the case of Black Rainstorm Warning or "extreme conditions" 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 Tropical Cyclone Warning Signal No. 8 or higher, 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.
41. For bookings which have not yet started:-
- (i) If Tropical Cyclone Warning Signal No. 8 or higher or the notice of "extreme conditions" 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 item 39(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.

**National Security**

42. VTC may immediately terminate the hirer's booking/activity/function/event upon the occurrence of any of the following events:-
- (i) the hirer has engaged or is engaging in acts or activities that constitute or cause, or are likely to constitute or cause, the occurrence of offences endangering national security, or which would otherwise be contrary to the interest of national security;
  - (ii) the continued booking by the hirer or the continuation of the hirer's activity/function/event is contrary to the interest of national security; or
  - (iii) VTC reasonably believes that any of the events mentioned above is about to occur.

**Personal Information Collection Statement***Purpose of Collection*

43. The personal data provided by you in this form will be used by the VTC for processing your application for the opening up VTC premises facilities for usage, for future contact, statistics, and event opinion surveys, as well as the administration and enforcement of rules and regulations including the Vocational Training Council Ordinance (Cap. 1130).
44. The provision of personal data required by this form and during the processing of this form is obligatory. In the event that you do not provide those personal data, we may not be able to handle or further process the application mentioned in section A above.

*Classes of Transferees*

45. The personal data you provide will be made available to persons working in VTC. Apart from this, they may be transferred or disclosed to the parties or in the circumstances listed below:-
- (i) other operational units of VTC for the purposes mentioned in section A above;
  - (ii) the manager of the VTC premises and the hirer in which the form relates for the purposes mentioned in section A above;
  - (iii) where you have given your prescribed consent to such disclosure; and
  - (iv) where such disclosure is authorised or required under the law or court order applicable to Hong Kong.

*Access to Personal Data*

46. You have the right to request access to and correction of your personal data held by VTC. Request for access or correction of personal data should be made in writing to Data Privacy Officer, VTC [Address: 13/F, VTC Tower, 27 Wood Road, Wan Chai, Hong Kong].