

Hong Kong Cultural Centre Piazza

Booking Arrangements

(with effect from 1 April 2021)

| Areas A, B or C | | Area D (For Public Meetings) |
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| Ordinary Bookings | <p>Applications are accepted not less than 2 months but not more than 5 months in advance of the month of hire. Applications will be processed in one lot on a monthly basis.</p> <p>Completed application forms shall reach the booking office of the Centre or via on-line application of e-APS at http://www.lcsd.gov.hk/eaps before 5:30 p.m. on the last working day* of the month. A reply will be provided within 14 working days thereafter.</p> | <p>Applications are accepted within 2 months up to 14 working days from the date of the proposed function. Applications will be processed in one lot on a weekly basis.</p> <p>Completed application forms will be accepted during office hours on working days before 5:30 p.m.</p> |
| Special Bookings | <p>Applications which require longer lead-time for planning and preparation, such as functions involving key overseas elements or of major and special scale, are accepted 6 to 12 months in advance of the month of hire. Applications will be processed on a monthly basis.</p> <p>Completed application forms shall reach the booking office of the Centre or via on-line application of e-APS at http://www.lcsd.gov.hk/eaps before 5:30 p.m. on the last working day* of the month. A reply will be provided within 14 working days thereafter.</p> | <p>Any one organisation is limited to use this Area up to a maximum of 3 days in a calendar month.</p> |
| Late Bookings | <p>Applications are accepted within 2 months up to 14 working days from the date of the proposed function. Applications will be processed in one lot on a weekly basis.</p> <p>Completed application forms will be accepted during office hours on working days before 5:30 p.m.</p> | |
| Indoor Related Bookings | <p>Applications are accepted together with the booking applications for the related indoor functions (at Hong Kong Cultural Centre Concert Hall, Grand Theatre and/or Studio Theatre). Piazza Area applications will be processed together with the indoor venue booking applications.</p> | |
| <p>If there is more than one applicant applying for the same slot, applications will be considered by taking into account the following factors and weightings:</p> <ul style="list-style-type: none"> • Nature of the proposed function (including its value to the promotion of tourism, international arts/sports events or special arts) (45%) • New applicants/ organising ability of past successful hirer, and nature of the applicant (45%) • Scale of the proposed function (10%) <p>Should competing applicants score the same marks in the aforesaid stage, the applications will be further considered by taking into account the following factors which carry the same scoring weighting:</p> <ul style="list-style-type: none"> • Interval between the proposed date of hire and the last successful booking of Piazza A/B/C • Number of days booked at Piazza A/B/C within the 12 months preceding the proposed date of hire | | |
| <p>If, after the aforesaid two stages of assessment, there is still more than one applicant scoring the same marks, the slot concerned will be allocated by ballot through the computerised booking system.</p> | | |

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| Applications are accepted from registered organisations. Applications shall include copies of: | |
| (i) Certificate of business registration; or | |
| (ii) Certificate of incorporation under the Companies Ordinance Cap. 622; or | |
| (iii) Notification of establishment of society under the Societies Ordinance Cap. 151; or | |
| (iv) Certificate of registration of a society under the Societies Ordinance Cap. 151; or | |
| (v) Certificate of registration on the list of approved charitable institutions or trusts of a public character; or | |
| (vi) Certificate of registration of a school or certificate of incorporation under the Education Ordinance Cap. 279. | |
| Remarks | (i) All information and documents submitted by the applicant in support of the booking application shall be update, valid and subsisting with regard to the legal status of the applicant/ organisation. The applicant shall provide any further information and documents in respect of any changes thereto. (ii) The applicant may be liable to be prosecuted should any false information and/or invalid documents be provided in the booking application. (iii) It is an offence under the Prevention of Bribery Ordinance Cap. 201 for any applicant/ its members, employees, agents and contractors to offer any advantage to any officer of the Leisure and Cultural Services Department in connection with the booking application or in connection with dealings of any kind with the Leisure and Cultural Services Department. |
| Enquiries | Tel: (852) 2734 2842 or (852) 2734 2850/ Fax: (852) 2301 3952 [Working days from 9 a.m. to 5:45 p.m.] Address: Facilities Hiring Unit, Level 5, Auditoria Building, Hong Kong Cultural Centre, 10 Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong |

*Working day refers to Monday to Friday except Public Holidays

Basic Hire Charges

| Unit (Floor plan at annex) | Charge of use per hour during normal booking hours 0900 - 2300 (minimum 4 hours) (see Note 1) | |
|-------------------------------|--|--------------------------|
| | Concessionary rate (see Note 2) | Normal rate (see Note 3) |
| Area A (440 sq. m.) | \$360 | \$720 |
| Area B (440 sq. m.) | \$360 | \$720 |
| Area C (500 sq. m.) | \$565 | \$1,130 |
| Area D (Public Meeting Area) | Free use for public meetings only (see Note 4) | |

Note 1 : Charges for use of the piazza is for the provision of the venue only. No special cleansing service, crowd control service, security, electricity supply, technical equipment or services will be provided.

Note 2 : Concessionary rates are offered for bona-fide non-profit-making district organisations supported by the District Office of the Home Affairs Department or non-profit-making organisations. Applications shall produce copies of their Constitution or Memorandum (if any) and Articles of Association or Ordinance or Trust Deed which shall specifically provide that members do not take any share of the profits nor any share of the assets upon dissolution. Concessionary rates are not applicable to bookings made outside normal booking hours of the Piazza.

Note 3 : Normal rates are applicable to commercial/other organisations or revenue-generating activities involving admission charge or sale of commodities or services, irrespective of the status of the organisations. On-site sale of commodity are restricted to: (i) sale of Event-related souvenirs or fun fair/carnival gift items; or (ii) arts bazaars organised by non-profit-making organisations or fund raising functions with permit. The actual daily hire charges payable shall be the said basic charges or 10% of the gross sales proceeds per day, whichever is the greater.

Note 4 : Applications for use of the Area D, will only be considered for holding of public meetings which contain no entertainment elements or sales activities.

Miscellaneous Charges

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| Display of on-site advertisements in the Piazza by sponsors during the period of hire | |
| Charge per day per brand name (logo) per site as designated by the Leisure and Cultural Services Department | \$2,270 |

Hong Kong Cultural Centre Piazza

Conditions of Use

All the following conditions will be applied to all bookings in addition to the Hong Kong Cultural Centre Terms and Conditions of Hire. Unless otherwise specified, the words and expressions used in these conditions shall have the meanings assigned to them by the Hong Kong Cultural Centre Terms and Conditions of Hire.

Admission of Audience

1. (i) The Event shall be open to the public free of charge.
- (ii) For isolated activities organised as part of the Event where charges for participation are made, the Hirer shall present to the Leisure and Cultural Services Department (herein also referred to as “the Department”) for approval details of charges and related arrangements.

The Event

2. The Event at the Piazza shall not clash with activities held on the same day at the Concert Hall/Grand Theatre/Studio Theatre and in other areas of the Hong Kong Cultural Centre.

Use of a Unit

3. The Hirer shall not or shall attempt to, without the prior permission of the Department, do any of the followings:-
 - (i) use the Unit for a purpose other than stated in the application form;
 - (ii) change the nature of the Event;
 - (iii) use/occupy any area other than the approved area and time of use; and
 - (iv) obtain or change a sponsor.

Donations

4. No on-site collection of donations is allowed, unless the following conditions are complied with: -
 - (i) the on-site collection of donation is part of the Event for which the Unit is hired;
 - (ii) the Hirer shall apply in advance for a “Public Subscription Permit” from the Social Welfare Department or a “Public Fund-raising Permits” from the Home Affairs Department; and
 - (iii) a confirmation letter from the charitable institutions(s)/organisation(s) receiving the donations is produced.

Sale of Commodities

5. No on-site sale of commodities is allowed except for:-
- (i) sale of Event-related souvenirs or fun fair/carnival gift items;
 - (ii) arts bazaars organised by non-profit-making organisations or fund raising functions with permit.

Advertising

6. No on-site advertising is allowed except those organised by sponsors of the Event. A charge per brand name (logo) per site as designated by the Department per day at the prevailing rate will be levied, except the title display. Nevertheless, advertising of tobacco products/names is still not allowed unless they are names of manufacturers of a range of products including tobacco.

Indemnity

7. (i) The Department, the Government and their servants and agents shall not be liable for any damage to or loss of any property of the Hirer, his servants or agents or any other person resulting from any cause whatsoever during the period of hire and the Hirer shall indemnify and keep indemnified the Department, the Government and their servants and agents against all claims, demands, actions and proceedings in respect of such damage or loss.
- (ii) The Hirer shall also indemnify the Department and the Government and their servants and agents against all claims, demands, actions or proceedings in respect of the death of or injury to any person (other than a servant of the Department or the Government carrying out his duties as such servant) which shall arise from any accident or occurrence in a Unit hired by him or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.
- (iii) The Hirer shall deposit an insurance policy of a minimum of \$10 million in the joint names of the Government of the Hong Kong Special Administrative Region and the Hirer to indemnify the Department against any claims in accordance with Conditions 7(i) and (ii) above.

Cleansing

8. The Hirer shall keep the ground clean and tidy at all time. Clearance of junk and refuse should be carried out by the Hirer immediately after the Event.

Licences

9. The Hirer shall at his own costs and expenses obtain all necessary licences, permits and approval which by any enactment are required for the Event, including but not limited to: -

- (i) An Amusements with Prizes Licence or Lottery Licence from Home Affairs Department, if required:

Office of the Licensing Authority

Entertainment Licensing Team
Rooms 2503-05, 25/F., AIA Tower
183 Electric Road
North Point
Hong Kong
Tel: 2116 5230 (Amusement with Prizes Licence)
2117 3916 / 2117 3798 (Lottery Licence)
Fax: 2511 3860

- (ii) A Public Subscription Permit from the Social Welfare Department / Home Affairs Department, if appropriate:

Social Welfare Department (For general charitable fund-raising activities)

Charitable Fund-raising Control Team
Rooms 3601-02, 36/F., Sunlight Tower
248 Queen's Road East
Wan Chai
Hong Kong
Tel: 2832 4311
Fax: 2838 0441

Home Affairs Department (For other fund-raising events)

29/F., Southorn Centre
130 Hennessy Road
Wanchai
Hong Kong
Tel: 2835 2500
Fax: 2834 7649

- (iii) Licences and permits from the Immigration Department, Labour Department, Hong Kong Police Force, Fire Services Department, Food and Environmental Hygiene Department, Civil Aviation Department, Office for the Communications Authority, Commerce and Economic Development Bureau and other concerned authorities, if appropriate:

Immigration Department

Employment and Visit Visas Section
24/F., Immigration Tower
7 Gloucester Road
Wanchai
Hong Kong
Tel: 2824 6111
Fax: 2877 7711

Labour Department

Labour Inspection Division
17/F., Harbour Building
38 Pier Road
Central
Hong Kong
Tel: 2852 4142
Fax: 2850 4949

Hong Kong Police Force

Police Licensing Office
12/F., Arsenal House,
Police Headquarters,
1 Arsenal Street,
Wan Chai
Hong Kong
Tel: 2860 2973
Fax: 2200 4322

Fire Services Department

Kowloon Fire Command Headquarters (South Division)
Tsim Tung Fire Station
1 Hong Chong Road
Tsim Sha Tsui
Kowloon
Tel: 2722 4871
Fax: 2724 3275

Food and Environmental Hygiene Department

Food and Environmental Hygiene Department Headquarters
44/F., Queensway Government Offices
66 Queensway
Hong Kong
Tel: 2868 0000
Fax: 2869 0169

Civil Aviation Department

Air Services and Safety Management Division
1 Tung Fai Road
Hong Kong International Airport
Lantau
Tel: 2910 6611
Fax: 2877 8542

Office for the Communications Authority

Office for Film, Newspaper and Article Administration
39/F., Revenue Tower
5 Gloucester Road
Wai Chai
Hong Kong
Tel: 2594 5788 / 2594 5762
Fax: 2507 3880

Commerce and Economic Development Bureau

Special Effects Licensing Unit
39/F., Revenue Tower
5 Gloucester Road
Wai Chai
Hong Kong
Tel: 2594 0465
Fax: 3101 0929

Floor Loading

10. The Hirer shall not cause, suffer, or permit the floor loading in the Piazza or any part of the same to exceed the respective maximum floor loading which the Department in his absolute discretion may see fit to approve or prescribe. The Hirer shall further distribute the weight of any heavy structure or equipment over as large an area as possible by the use of battens or other suitable means authorised by the Department. The structural safety of any heavy structure or equipment shall be certificated by a surveyor or a registered structural engineer as and when required by the Department.

Power Supply

11. The Hirer shall provide their own electricity supply for the Event and shall bring in their own power generator(s), if required. For safety reason, power generator(s) should be cordoned off from access by members of the public. In arranging any electrical installations in the Piazza, the Hirer has to comply with the Electricity Ordinance (Chapter 406) 1990 which has been enforced since 1992 stipulating that any electrical works including temporary installation of power supply, alternation, connection or disconnection of wiring of equipment or lighting fitting(s) should be tested and certified in good and safe operation condition by a registered electrician who will then issue a work completion certificate (WR(1)) endorsed by the corresponding registered electrical contractor showing the above work is completed. The work completion certificate (WR(1)) has to be submitted to the Department before the electrical installation is energized for use.

Crowd Control

12. The Hirer shall be responsible for the crowd control of the Event.

First Aid

13. The Hirer shall arrange first aid service for the Event. If required, the Hirer shall arrange a registered and qualified medical practitioner to stand by during the Event to attend to any untoward incidents.

Noise

14. The Hirer shall ensure that the noise level is kept at a reasonably low level so as not to cause any unnecessary nuisance or offend other users of the Hong Kong Cultural Centre. If required, the Hirer shall liaise with the Environmental Protection Department to seek their views and assistance:-

Environmental Protection Department

Environmental Compliance Division (Yau Tsim)
8/F., Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road
Kowloon
Tel: 2402 5200
Fax: 2402 8275

Publicity Materials

15. (i) The Hirer shall submit to the Department the sample of publicity materials, including banner, flags, display boards and backdrop etc., and provide details of the content, design and wordings. The publicity materials shall only be displayed after getting the approval of the Department;
- (ii) The Hirer shall not make, publish, display or disseminate Event-related publicity materials that contain false, biased, misleading or deceptive information; and
- (iii) The Hirer shall not, with a view to promoting or publicising the Event, make, publish, display, disseminate or cause to be made, published, displayed, disseminated any publicity materials which either expressly or by implication make reference to the Department without prior written permission of the Department.

Public Order and Safety

16. To maintain good public order and safety, the Hirer, the performer(s) or any person authorised by the Hirer shall not carry out any activities which may incite the audience to behave in such a way as to cause disorder, or in any way put the safety of the audience at risk during the Event. The Hirer shall not permit the performance of any act, or the display of any material which is likely to encourage hatred against or fear of any person; or which is based on malicious or unfounded allegations and is likely to encourage hatred against or fear of any person.

Public Health

17. To prevent the spread of communicable disease and to maintain public health, members of the public may be required to undergo temperature check or health check before entering the hiring unit of the Piazza, and admission may be prohibited if such person refuses to undergo the above-mentioned check. The Hirer shall also pay attention to participants' personal health care conditions, and remind those having respiratory symptoms should refrain from participating in the events and seek medical advice promptly.

National Anthem Ordinance

18. The Hirer is required to observe and comply with the National Anthem Ordinance (Instrument A405) should the events involve the playing and singing of the national anthem. The Hirer is also requested to inform the Assistant Manager (Piazza/Waterfront Management) of any playing and singing of the national anthem in the events at least 4 weeks in advance. For details, please visit: <https://www.elegislation.gov.hk/hk/A405>. The standard score and the official recording of the national anthem can be found on the website of the Constitutional and Mainland Affairs Bureau:

https://www.cmab.gov.hk/en/issues/national_anthem_occasions.htm

National Flag & National Emblem Ordinance and Regional Flag & Regional Emblem Ordinance

19. In accordance with the National Flag & National Emblem Ordinance (Instrument A401) and the Regional Flag and Regional Emblem Ordinance (Instrument A602), the Hirer who would like to display and use the national and regional flags or emblems during their booking periods shall ensure that their designs are in compliance with the specifications set out in the respective Ordinances and make prior written applications to the Deputy Director of Administration (Email: flags&emblems@cso.gov.hk or Fax: 2804 6552). The processing time required varies and it takes about 3 to 4 weeks in general. For details, please visit:

<https://www.elegislation.gov.hk/hk/capA401>

(National Flag and National Emblem Ordinance)

<https://www.elegislation.gov.hk/hk/capA602>

(Regional Flag and Regional Emblem Ordinance)

Safeguarding National Security

20. The Hirer shall ensure the observance by himself, his servants and agents and by all other persons admitted to any facilities hired by him of the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region and the laws of the Region in relation to the safeguarding of national security, and shall not engage in any act or activity which are not in compliance with the said legislation.

Other Legislation

21. The Hirer shall ensure the observance by himself, his servants and agents and by all other persons admitted to any facilities hired by him of the Public Health and Municipal Services Ordinance Cap. 132 and all subsidiary legislation made thereunder, the provisions of all applicable laws of the Hong Kong Special Administrative Region and requirements and regulations imposed from time to time by the relevant authorities applicable to the booking and/or in connection with the booking application.

Hire Charges

22. (i) For Hirers of indoor facilities applying for the use of the Piazza, the Hirer shall pay the relevant hire charges in the manner applicable to their indoor bookings.
- (ii) In the case of a Special Booking for the use of the Piazza, a deposit in the amount equivalent to 25% of the basic hire charges for the entire Confirmed Period of Hire (hereinafter referred to as 'the basic hire charges') at the rate as specified in the

Applicable Scales of Hire Charges shall be payable immediately upon the submission of the Confirmed Booking Form and a further deposit in the amount equivalent to 75% of the basic hire charges at the rate as specified in the aforesaid scale shall be payable not later than four months before the first day of the Confirmed Period of Hire.

- (iii) In all other cases, a deposit in the amount equivalent to the basic hire charges at the rate as specified in the Applicable Scales of Hire Charges shall be payable in full immediately upon the submission of the Confirmed Booking Form.

Cancellation of Booking

- 23. (i) Subject to (ii) below, where a Confirmed Booking of the Piazza is cancelled by the Hirer:-
 - (a) In the case of a booking associated with the hire of indoor facilities, forfeiture arrangements shall follow the terms applicable to the indoor bookings.
 - (b) In the case of a Special Booking for the use of the Piazza:-
 - (1) four months or more before the first day of the Confirmed Period of Hire, an amount equivalent to 25% of the basic hire charges at the rate as specified in the Applicable Scales of Hire Charges in respect of such Booking so cancelled shall be forfeited to the Department as liquidated damages; or
 - (2) less than four months before the first day of the Confirmed Period of Hire, an amount equivalent to the basic hire charges at the rate as specified in the Applicable Scales of Hire Charges in respect of such Booking so cancelled shall be forfeited to the Department as liquidated damages.
 - (c) In all other cases, all hire charges paid shall be forfeited to the Department as liquidated damages.
- (ii) If the Department at his discretion should see fit to so direct, sub-clause (i) above shall not apply to the case where the cancellation is due to the hoisting of Typhoon Signal No.8 or above/Black Rainstorm Warning.