

# **Venue Booking Arrangements and Hirer Terms**

## **Venue Booking Arrangements**

Application Instructions	Before you start your application, please refer to the following information on the AQUABEAT website (www.aquabeat.hk):  (i.) Venue Booking Arrangements and Hirer Terms (this document)  (ii.) User Guidelines – General  (iii.) Venue and Equipment Rental Charges
Application Procedure	<ol> <li>Please complete the Venue Booking Form and email it together with supporting documents and event information to venue@aquabeat.hk. You may also mail or return it in person to AQUABEAT Office, 86 Hoi Bun Road, Kwun Tong.</li> <li>After confirming the rental date, time, venue and equipment, AQUABEAT will issue a confirmation letter for the rental of venue and equipment. The organizer must sign and confirm before the deadline stated in the confirmation letter.</li> <li>After signing the confirmation letter, the debit note and invoice will be issued. The organizer must complete the payment before the deadline specified in the payment terms and details in the confirmation letter and submit all event information documents 14 days before the rental date.</li> <li>All confirmed equipment and rental hours cannot be deleted or refunded. If you need to increase the number of devices or additional rental hours, please submit a request 14 days before the rental date, otherwise AQUABEAT will refuse to process the request.</li> <li>After the activity is over and confirmed by AQUABEAT, the deposit will be refunded within 7 working days if there is no overtime use or damage to the equipment and venue.</li> </ol>
Supporting Documents	When returning the venue rental form, the organizer must submit copies of the following valid supporting documents together:  1. Organization Application:  (i.) Business Registration Certificate; or  (ii.) a certificate of registration as a recognized charitable institution or charitable trust; or  (iii.) a school registration certificate or certificate of incorporation issued under the Education Ordinance (Cap. 279); or  (iv.) certification documents issued under other Hong Kong laws  2. Individual Application: HK ID or passport
Event Information	When the organizer returns the venue rental form, please submit it together with the detailed information of the event, including but not limited to:



	(i.) Detailed Event Rundown (required, by filling in the relevant part of the venue booking
	form, or attach a more detailed version)
	(ii.) Event Floor Plan (Required)
	(iii.) Guest List
	(iv.) Merchandise List
	(v.) Details of Booth
	(vi.) Details of Performance
	(vii.) Details of Exhibition
	(viii.) Certification of Music and Video Playback
	(ix.) License
	If you do not have complete event details when submitting the venue rental form, please
	ensure that you submit them during the application processing period and submit them all 14
	days before the rental date.
Inclement	The venue will be closed and all scheduled activities will be cancelled when the
Weather	following severe weather warnings are in effect:
Arrangements	(i.) Typhoon Signal No. 8 or above; or
	(ii.) Black Rainstorm Warning; or
	(iii.) Government issues "extreme conditions" announcement
	2. If the above severe weather warning occurs:
	(i.) If the rental is removed 3 hours before the start time, the activity will proceed as usual.
	(ii.) If the rental time is still or will be effective within 3 hours before the start time, the
	activity will be cancelled and can be rescheduled or refunded.
	(iii.) If issued during an activity, the activity must be terminated immediately and the rental
	period can be rescheduled or refunded according to the remaining rental time.
Event	1. In the event of force majeure such as extremely bad weather, major disasters, public
Cancellation	health risks, etc., the event may be rescheduled or refunded.
	2. If the organizer decides to cancel or suspend the Event for any other reason (including
	bad weather that does not meet the above conditions) at its sole discretion, no
	rescheduling or refund will be made.
	3. In the event of the following circumstances, AQUABEAT has the right to cancel the
	venue application immediately and the fees and deposit paid will not be refunded.
	(i.) Failure to sign the confirmation letter or complete payment before the specified deadline
	(ii.) Failure to submit the required activity information and documents 14 days before the
	rental date
	(iii.) The actual process and content of the activity are different from the submitted



	information  (iv.) Failure to comply with the Venue Booking Arrangements, Hirers Terms, or General  User Guidelines during the course of the event
Special Rental	If the organizer is a charitable organization of a public character that is exempt from tax under section 88 of the Inland Revenue Ordinance, a 20% discount on the basic venue rental fee will be offered for renting the AQUABEAT venue. Please indicate this and attach valid supporting documents when submitting the venue rental form.  This offer is only applicable to basic venue rental and does not include additional equipment rental charges.

### **Hirers Terms**

#### **Hirer's Code of Conduct**

- 1. In addition to the Venue Booking Arrangements and Hirers Terms stated herein, the organizer must also comply with the General Terms of Use.
- 2. Organizers must not spread hatred based on nationality, race, or religion, nor promote political messages. All activities must comply with the relevant laws of Hong Kong.
- 3. Organizers are responsible for managing and ensuring that all persons entering the event venue (including but not limited to staff, performers, guests, participants, and visitors) comply with the venue rules and Hong Kong laws. Organizers shall bear full legal responsibility for any complaints or disputes arising from the event content or the behavior of attendees.
- 4. Smoking, or selling tobacco is strictly prohibited in the venue. Open flames and fire-related performances are also not allowed. If the organizer intends to sell alcoholic beverages, they must obtain venue approval and successfully apply for a liquor licence.
- 5. The venue and all equipment must be returned to their original condition before handover, including but not limited to the removal of trash and stains. Failure to do so will result in immediate forfeiture of the venue deposit.
- 6. Organizers must perform venue setup and complete venue handover within the rental period. Early access or late return of the venue will incur overtime charges at the standard venue rental rate. AQUABEAT will determine the actual start and end time of the event based on the following criteria:

Time	Criteria
Event Start	When any equipment (regardless of size) enters the venue
Event End	When all equipment has been removed from the venue and all cleanup is complete

7. Do not post or attach any items or objects to any part of the venue to prevent paint damage. Violations will result in additional charges or forfeiture of the venue deposit.



- 8. If any structures or installations set up by the organizer cause damage to other venue facilities, the organizer will be required to compensate for repair costs as determined by AQUABEAT.
- 9. Organizers must monitor the noise levels generated during the event and adjust the volume accordingly upon AQUABEAT's request.

#### **Publicity Materials**

- 10. Organizers shall submit to the AQUABEAT the sample of publicity materials, including posters, leaflets, banners, flags, display boards and backdrop etc. The publicity materials shall only be displayed after getting the written approval of AQUABEAT.
- 11. Organizers shall not make, publish, display or disseminate event-related publicity materials that contain false, biased, misleading or deceptive information.
- 12. Organizers shall not, with a view to promoting or publicizing 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 AQUABEAT without prior written permission of AQUABEAT.



#### **Licensing and Safety Responsibilities**

- 13. Organizers must apply for any necessary event-related licenses or permits from the appropriate government departments in accordance with the law.
- 14. The venue setup must follow the floor plan approved by AQUABEAT. Failure to do so may result in the suspension of the event. If any installations or structures have not been certified as structurally safe by a qualified structural engineer, the organizer shall bear full responsibility.
- **15.** The organizer is solely responsible for any safety issues, property damage, or personal injuries/deaths related to the venue setup.

The organizer is responsible for handling all copyright matters related to the event. For the use of recorded music, live performances, or film screening, please consult the relevant licensing bodies.

#### **Final Decision Rights**

- 16. In case of discrepancies between the Chinese and English versions of these terms, the Chinese version shall prevail.
- 17. In the event of any dispute, AQUABEAT reserves the right to make the final decision on the above arrangements and terms.