



東華學院
TUNG WAH COLLEGE

External Facilities Booking Form for Campus Facilities
(For Outside Organizations)

Ref No.: _____

To: Facilities Management Office

Fax: 3753 2087

Section I Particulars of Applicant

Name of Organization: _____

Nature of Business: _____

(please provide a copy of valid Business Registration Certificate and/or other supporting documents.)

Address of Organization: _____

Contact Person: Mr. / Ms.: _____ (English) _____ (Chinese) Position: _____

Tel. No.: _____ Email Address: _____

Is your organization non-profit making? Yes No

Section II Particulars of Function

Name of Function: _____

Purpose/ Type / Detail of Function: _____

Estimated No. of Participants: _____ Description of Participants: _____

Will fee be charged on participants? Yes, HK\$ _____ per person No

Section III Details of Booking *(please use separate sheets where necessary)*

	Date	Time	Venue*	No. of Participants	Equipment Required**	Rental* (HK\$) (For office use)
1					<input type="checkbox"/> Teaching package <input type="checkbox"/> PA system only <input type="checkbox"/> Student computers <input type="checkbox"/> Visualizer	
2						
3						
4						
TOTAL:						

* Please refer to the Appendix 1 – Venues and Facilities Rental Charges for King’s Park Campus (KPC) & Mongkok Campus (MKC).

** Please refer to the Appendix 2 – List of IT/AV Equipment.

Section IV Declaration/Undertaking

1. I hereby confirm that I am duly authorized by the above named organization to apply for hiring of Tung Wah College's venues and facilities.
2. I confirm that the above information is true and correct, and agree to abide by the attached Terms and Conditions for Hire of Venues and Facilities.
3. I understand that the acceptance of this booking application will be subject to the College's final confirmation.

Signature of Applicant: _____ Company Name: _____

Name of Applicant: _____ Company Chop: _____

Date: _____

Notes:

- a. Booking is made on a first-come-first-served basis. Please make reservation at least **fourteen (14) working days** in advance. Tung Wah College reserves the right to decline late booking.
- b. The following documents need to be sent to Facilities Management Office (FMO) **fourteen (14) working days** before the date of function:
 - (A) A crossed cheque made payable to "Tung Wah College Limited",
 - (B) Completed and duly signed booking form (duplicate copies),
 - (C) Duly signed Terms and Conditions for Hire of Venues and Facilities (duplicate copies), and
 - (D) All necessary supporting documents.
- c. All requirements should be stated in this form and use additional sheets if necessary.
- d. Should you have any further enquiry, please contact **FMO at 3468 6614 / 3190 6779** for assistance.

Section V Confirmation (For Office Use Only)

The above application is / is not approved and the assigned venue(s) is/are as follows:

The rental and service charges for the booking: HK\$ _____

Signed for & on behalf of:
Tung Wah College

Authorized Signature & Company Chop

Name & Title: _____

Date: _____

For Office Use	Ref No.: _____
Handled by: _____	Sent to FO on: _____
Total Rental Charge: _____	Cheque No.: _____
Invoice No.: _____	Receipt No. : _____

Tung Wah College						
Venues and Facilities Rental Charges for King's Park Campus						
Venues	Capabilities	Hourly rates for outsiders (A) HK\$	Per-session rates (3 hours) for outsiders (A) x 3 HK\$	Per-day rates (9 hours) for outsiders (A) x 9 HK\$	Hourly rates for related parties (A) x 70% = (B) HK\$	Per-day rates (9 hours) for related parties (B) x 9 HK\$
Classroom (Small)	29-53	440	1,320	3,960	308	2,772
Classroom (Large)	81-100	550	1,650	4,950	385	3,465
Lecture Theatre (Small)	155	1,100	3,300	9,900	770	6,930
Computer Laboratory	40	600	1,800	5,400	420	3,780
Viola Y.W. Man Chan Lecture Theatre	300	2,400	7,200	21,600	1,680	15,120
Multi-purpose Hall	300	4,500	13,500	40,500	3,150	28,350
Venues and Facilities Rental Charges for Mongkok Campus						
Venues	Capabilities	Hourly rates for outsiders (A) HK\$	Per-session rates (3 hours) for outsiders (A) x 3 HK\$	Per-day rates (9 hours) for outsiders (A) x 9 HK\$	Hourly rates for related parties (A) x 70% = (B) HK\$	Per-day rates (9 hours) for related parties (B) x 9 HK\$
Classroom (Small)	30-60	440	1,320	3,960	308	2,772
Lecture Theatre	107-120	1,100	3,300	9,900	770	6,930

Note:

1. The charges are on an hourly basis and any use less than one round hour will be charged as an hour.
2. Per-day rate is based on 9 hours per day.
3. Per-session rate is based on 3 hours per session.
4. The related parties are referred to non-profit-making organizations approved by the President or his delegate.
5. Outsiders are required to book a minimum of the one session, and additional hours within normal office hours are charged on hourly rates (A).
6. Rental charges are normally not refundable.
7. Preparation and dismantling time is included in the booking hours.
8. Overtime charge for room booking outside normal office hours is HK\$165/hour on top of the hourly rates.
9. Technical support can be provided at a cost of HK\$220/hour during normal office hours and HK\$330/hour outside normal office hours (subject to availability). Please state the list of equipment requested during application and preparation in advance as and when needed.
10. The cost of installing and configuring special software provided by users will be charged on a case-by-case basis.
11. Rental charges include air-conditioning, electricity, basic IT/AV equipment available at the venues.
12. Normal office hours:
Monday-Friday: 8:30-17:30 (9 hours), Saturday: 8:30-12:30 (4 hours)
13. The rental charges are subject to an annual review.

Tung Wah College

List of IT/AV Equipment

Items	Classroom	Hall	Sky Garden	Lecture Theater	Computer Laboratory
Computer with USB connector & DVD reader & internet access	✓	✓		✓	✓
Student desktop computers with internet access					✓
Classroom PA system with 2 wireless mics and 1 wired mic	✓				✓
Hall/Lecture Theatre PA system with 2 wireless mics and 1 gooseneck mic		✓		✓	
Projector & projector screen	✓	✓		✓	✓
Visualizer	✓			✓	✓

Notes:

1. Technical support for operation of the IT/AV equipment at Hall or Lecture Theaters may be required if sophisticated video and/or audio effect is/are required. The operation menu will be provided on site for general usage such as operating the microphones and computer at lectern. Alternatively, a simple training can be arranged during office hours. At least one working day's advanced notice is required for arrangement of additional microphones.
2. If notebook/mobile device is to be used for presentation at Hall, at least one working day's advanced notice for arrangement of connectors and cables is required.
3. For accessing campus WiFi in King's Park Campus, prior arrangement of a temporary network access account is required. The request of the account will be charged and at least one working day advanced notice is required.
4. Users are required to keep the equipment tidy after use, switch off all the equipment according to the operation instructions and return to its original position.
5. Notebook/Mobile device connection is not available in King's Park Campus classrooms.

Terms and Conditions for Hire of Venues and Facilities

These Terms and Conditions shall govern the use of facilities and the enjoyment of services at the Campuses of Tung Wah College (“Campuses”) or any part thereof by any person, company or organization who hires the facilities, meeting facilities and other services of the Campuses (“Hirer”) for holding any function, activity, performance, meeting, event or funfair, etc. (“Function”).

The Hirer shall take upon himself the whole risk of the conduct of the Function. Tung Wah College (“TWC”) shall not have any liability nor responsibility whatsoever in respect of any accident which may happen at the Campuses. The Hirer shall indemnify TWC for all claims, losses and damages in relation to an occasioned by the Function. The Hirer is required to provide sufficient safety precautions, insurance coverage and adequate first aid services for all participants of the Function.

1. NATURE OF FUNCTIONS

1.1 Requests from outside organizations for the use of venues and facilities of TWC for various Functions will be considered if the Functions satisfy all of the following conditions:-

- (A) They will not cause disruption to the normal activities of TWC;
- (B) they are in the academic/educational field or it provides social service to the community;
- (C) they are beneficial to TWC; and
- (D) they are non-profit making.

1.2 Functions of political and religious nature are generally not allowed.

2. INSURANCE

2.1 If required by the TWC, the Hirer shall effect and maintain the following insurance policies at its own expenses in the joint names of the Hirer, TWC and/or the Tung Wah Group of Hospitals, with an insurance company approved by TWC, and the relevant policies are to be deposited with TWC prior to the conduct of the Function:

- (A) Public Liability Insurance [in respect of personal injury or death and loss or damage to properties (real or personal)] notwithstanding that the liability to indemnify TWC is absolute, with a limit of indemnity of not less than **HK\$10 million** (or for such amount as TWC may from time to time require) for any incident and unlimited in amount for the period of insurance;
- (B) Insurance of the venue where the Function is to be held (the “Venue”) in an adequate sum in respect of all normal commercial risks.

3. LIABILITIES

3.1 Damage to or loss of property

TWC and their employees or agents shall not be liable for any damage or loss of any property of the Hirer, the Hirer’s employees or agents or any other person resulting from any cause whatsoever during the period of hire.

The Hirer shall indemnify and keep indemnified TWC and their employees and agents against all claims, demands, actions and proceedings in respect of any damage or loss of any property of TWC.

3.2 Indemnity

The Hirer shall indemnify TWC from and against all claims, proceedings, demands, costs, charges, expenses, liabilities and actions in respect of the death of or injury to any person which shall arise from any accident or occurrence on the Campuses or any part thereof hired by him or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

- 3.3 In the event of the Hirer's employees, agents or contractors suffering any injury or death in the course of or arising out of any activity held at the Campuses and whether there be a claim for compensation or not, the Hirer shall within **24 hours** give notice in writing of such injury or death to TWC.
- 3.4 In the event that the Campuses or any part of it being rendered unfit for the use of which it has been hired, TWC shall not be liable to the Hirer for any resulting loss or damage whatsoever.
- 3.5 TWC shall not be responsible for any loss or damage arising from the interruption or cancellation of the Hirer's Function caused by whatsoever reasons, including failure of supply of electricity, and typhoon etc.

4. USE OF THE VENUE FACILITIES

- 4.1 The Hirer shall not, without the prior permission of TWC, do any of the following: -
- (A) Use the Venues and relevant facilities for a purpose other than that stated in the Hirer's application;
 - (B) change the nature of the Function; and
 - (C) except with the prior permission of TWC, the Hirer shall not and shall not attempt to assign, sublet or part with possession of the Venues or the facilities or any part of it in any manner whatsoever other than by way of admission to the Venues and facilities for the purpose of participation in or attendance at the Function for which the Venues are hired.
- 4.2 TWC reserves the right within its discretion to impose special conditions upon the use of any area on the Campuses by the Hirer.

5. CANCELLATION OF CONFIRMED BOOKING

- 5.1 A confirmed booking may be cancelled by TWC without any refund of fees to the Hirer under any of the following circumstances: -
- (A) If the Hirer changes the nature of the Function to other than that originally stated in the approved application;
 - (B) if the Hirer allows any persons, association or organization, other than those accepted by TWC, to participate in the Function without its prior permission; and
 - (C) if the Terms and Conditions for Hire of Venues and Facilities stated herein are deemed to be violated.
- 5.2 TWC may at its discretion cancel a confirmed booking should the Venues and facilities be urgently required by TWC for its activities or for other over-riding compelling reasons.
- 5.3 TWC reserves the right to demand the Hirer to discontinue the Function at any time during the period of hire if these **Terms and Conditions for Hire of Venues and Facilities** are deemed to be violated, or if the Function disturbs the normal operation of TWC or the works of its students and staff.

6. FACILITY RENTAL AND SERVICE CHARGES

- 6.1 The Hirer should pay charges for hire of facilities and services in accordance with the prevailing rate of charges. Such charges may be altered by TWC at any time without prior notice.
- 6.2 All charges for use of Venues and facilities should be paid in full **fourteen (14) working days** in advance before the Function is held.
- 6.3 Failure to pay the charges as specified at item 6.2 above may result in cancellation of the booking without prior notice.
- 6.4 Apart from facility rental and service charges mentioned at item 6.1, the Hirer will also be responsible for all other associated charges, such as overtime for ancillary staff, electricity consumption, etc. to be determined by TWC.

7. REFUND OF CHARGES

- 7.1 Where the facility rental and service charges have been paid in full by the Hirer and the confirmed booking is cancelled by the Hirer: -
- (A) A full refund of the deposit/charges paid will be given if the booking is cancelled **ten (10) working days** or more before the Function;

- (B) half of the deposit/charges paid will be refunded if the cancellation is made less than **ten (10) working days** but more than **five (5) working days** before the Function;
- (C) no refund will be made at **five (5) working days** or less before the Function; and
- (D) all refund of charges are subject to acceptable reasons for the cancellation; special cases will be considered by TWC.

7.2 If the booking is cancelled for reasons stated at item 5.2 above, any money paid by the Hirer will be refunded without interest or compensation to the Hirer.

8. ON-LOAN EQUIPMENT

8.1 Certain equipment (on top of the basic provision at the Venue) may be on loan to the Hirer by signing the equipment loan record. The person signing for equipment on behalf of the Hirer will be responsible for its return in good condition.

9. COSTS OF REPAIR

9.1 The Hirer shall leave all apparatus, utensils, fixtures, machines or equipment on the Campuses used by him or on his behalf in a thoroughly clean, wholesome and properly working condition to the satisfaction of TWC.

9.2 The Hirer shall repay to TWC on demand the costs of repairing, reinstating or replacing any part of the property in the venues of TWC hired by him, which shall be damaged, destroyed, stolen or removed during the period of hire.

10. ELECTRICITY SUPPLY

The Hirer shall not, without the prior permission of TWC, permit any electrical apparatus or fitting to be attached to or used in conjunction with existing electrical fittings in the Campuses.

11. PERSONNEL, SERVICES AND EQUIPMENT

11.1 The Hirer shall not, without the prior permission of TWC, use any personnel, audio-visual equipment, stage equipment or services other than those provided by TWC or its contractor, and shall comply in all respects with any conditions with regard thereto which may be imposed by TWC. Provision of all personnel, stage equipment and services is at the absolute discretion of TWC.

11.2 The Hirer shall give to TWC at least **seven (7) working days** before the commencement of the period of hire details of personnel, facilities, equipment, furniture, and services required together with full details of the proposed use of the venues including sound, lighting and stage equipment, furniture and musical instruments. TWC shall have the right to refuse to consider any request for or requirement of personnel, facilities, equipment, furniture or services in respect of which such notice is not given.

12. AFFIXING TO FIXTURE, FITTING OR FURNITURE

12.1 The Hirer shall not, without the permission of TWC, affix any glue, adhesive tape, gumpaper, nails, spikes, tacks or any other things to any plaster walls or floors or on any fixture, fitting or piece of furniture in any part of the venues.

12.2 Furniture re-arrangement will not be permitted without the prior consent of TWC.

12.3 All display boards, tables, temporary fixtures and materials must be securely and safely placed so as not to cause any inconvenience or potential danger to passers-by or users of the area.

12.4 Reinstatement of the venues and facilities to their original conditions immediately after use is required. All banners, signage or posters shall be removed immediately after the event.

13. NOISE CONTROL

The Hirer shall not cause or permit any noise, particularly noise arising from any construction work in connection with the Function or the operation of sound equipment, which may cause nuisance or annoyance to other hirers or users of TWC facilities. The Hirer shall in all respect comply with the provisions of any enactment and regulation or by-law, regulation of public bodies and corporations in respect of noise level and shall keep TWC indemnified against all claims, demands, actions, proceedings, penalties and liabilities of every kind for breach of any such enactment, regulation, by-law or rule.

14. LICENCES / PERMITS

14.1 The Hirer shall obtain all permits and licenses in complying with required statutory provisions in connection with any Function including the period for preparation.

14.2 The Hirer shall obtain such licences and permits, which by any enactment are required in connection with any entertainment or function in TWC during the period of hire and shall perform and observe the terms and conditions of all such licences and permits. A duplicate copy of such licenses or permits shall be presented to the representative of the TWC at least **seven (7) working days** before the Function.

15. COPYRIGHTS

Hirer shall not hire and use the Campuses for the performance in public of any dramatic or musical work or for the delivery in public of any lecture or address in respect of any matter, in which copyright subsists, without the consent of the owner of the copyright or his authorized agent. The Hirer shall further indemnify TWC and its employees and agents from and against all claims, actions, demands and costs by reason of any infringement of copyright whatsoever occurring during the period of hire.

16. VIDEO/PHOTO TAKING

All commercial video or photo taking/film shooting, and related activities by mass media require the prior consent of TWC. For non-commercial video or photo taking activities, please make enquiries with TWC Staff.

17. ADVERTISEMENT

The Hirer shall first seek and obtain approval from TWC for the display of any advertisements, notices, posters and business logos.

18. SELLING OF REFRESHMENT OR COMMODITIES

18.1 All catering services shall be provided by such caterer or caterers as may be designated or approved by TWC.

18.2 Distribution or sale of refreshments or publications or souvenir items or other merchandises on site will not be allowed, except with the permission from TWC.

19. ADMISSION FEES OR DONATION

Collection of ground admission fees or solicitation of donation from participants of the Function is not allowed, except with the permission from TWC.

20. SMOKING AND NAKED FLAME

The Hirer shall not permit smoking or the use of naked flame in any part of the Campuses save and except where the same is, in the opinion of TWC, necessary for the Function and the Hirer has obtained the prior approval of TWC.

21. CROWD CONTROL

21.1 The Hirer is responsible for crowd control during the period of hire. The Hirer shall provide a sufficient number of attendants and stewards for the efficient supervision of the hired area and its safety and for the preservation of order in it and in the vicinity of it. All persons on duty shall be instructed as to their essential responsibilities in the event of fire or other emergencies, including

attention to disabled person, the location or use of fire fighting equipment available, how to call fire brigade and evacuation procedure.

- 21.2 When in the opinion of TWC extra staff members are required for crowd control in connection with any function, the Hirer shall pay for such.
- 21.3 The stated capacities of the venues should not be exceeded.
- 21.4 For the security and safety of all concerned parties, the Hirer is recommended to notify the Hong Kong Police of any Function, involving large number of participants, say 200 or more.
- 21.5 The entrance and exit to the venues for the Function must be designated and clearly publicised to facilitate crowd movement and the Venues should not be overcrowded at any time. The Hirer is required to indicate the estimated number of spectators and attendants in the application.

22. VACATING PERMISES AND REMOVAL OF PROPERTY AFTER PERIOD OF HIRE

- 22.1 The Hirer and his employees and agents and all other persons shall vacate the venues on or before termination of the hiring or the expiry of the period of hire. If the Hirer does not vacate the venues as herein provided he shall pay to TWC on demand the hire charges in respect of the period from the termination of the hiring or the expiry of the period of hire until such time as the Hirer, his employees and agents actually vacate the venues and shall compensate TWC for any loss of revenue or liability for damages suffered by TWC as a result of the Hirer to vacate the venues.
- 22.2 Except with the permission of TWC, all properties brought into the venues by the Hirer must be removed therefrom on or before the termination of the hiring or the expiry of the period of hire.
- 22.3 If after the termination of the hiring or the expiry of the period of hire, any property of the Hirer or of any other person is found in the venues or any part of the Campuses, TWC may remove and store the same in such manner as it may consider necessary and, on demand, the Hirer or such other person shall repay to TWC the cost of such removal and storage which shall be a first charge upon such property.
- 22.4 If such property is not removed and all removal and storage charges in respect thereof are not paid within **fourteen (14) working days** of the date when it was first found, TWC in its absolute discretion may cause such property to be sold and, in such event, shall apply the proceeds of sale in payment of any removal and storage charges and the cost of such sale and shall pay the balance remaining thereafter into the revenues of TWC.

23. SECURITY, MEDICAL AND EMERGENCY SERVICES

- 23.1 The Hirer shall at his own costs and expense provide sufficient security and first aid personnel or emergency services as to ensure the provision is adequate having regard to the nature of the Function.
- 23.2 All accidents or injuries should be reported to the Facilities Management Office on G/F at **3190 6610**.

24. ADVERSE WEATHER ARRANGEMENT

- 24.1 If the period of hire falls on a day on which Typhoon Signal No.8 or above or Black Rainstorm Warning is issued in Hong Kong at any time between 06:00 to 11:00 but not cleared at or before 11:00, the hiring shall automatically be cancelled. TWC will, subject to the availability of the facilities or area to be hired at that time, arrange for alternate booking for the Hirer if he/she so requires.
- 24.2 If the period of hire falls on a day on which Typhoon Signal No. 8 or above or Black Rainstorm Warning is issued in Hong Kong at any time after the Function has already started at the Venues, the Hirer shall stop the Function as soon as practicable and arrange all his employees, event participants and guests to leave the venues within a reasonable period of time. TWC will, subject to the availability of the facilities or area to be hired at that time, arrange for alternate booking for the Hirer if he/she so requires. TWC will then stop operation within one hour until the next day or such next

succeeding day on which no Typhoon Signal No.8 or above or Black Rainstorm Warning is issued in Hong Kong.

- 24.3 If the period of hire falls on a day on which Typhoon Signal No. 8 or above or Black Rainstorm Warning is issued in Hong Kong, but cleared before 06:00 on the same day, the Function shall be held as fixed or scheduled and the Hirer is not entitled to cancel the hiring or any other bookings with TWC.
- 24.4 If the period of hire falls on a day on which Typhoon Signal No. 8 or above is issued or Black Rainstorm Warning is issued in Hong Kong, but cleared at any time between 06:00 to 11:00 on the same day, all hiring in the morning (**before 14:00**) will be cancelled but all hiring in the afternoon (**at or after 14:00**) shall be held as scheduled. Alternate booking will only be arranged for the Hirer of the morning session aforesaid subject to the availability of the facilities and area to be hired. TWC will be in operation 2 hours after the Typhoon Signal No.8 or the Black Rainstorm Warning is all cleared.
- 24.5 For safety reasons and in view of the inclement weather, TWC reserves the right to close the Campuses or stop the provision of any facility or services at the Campuses without prior notice.

25. DECORATION

- 25.1 The Hirer shall not, without the prior permission of TWC, permit floral decoration to be placed on any carpeted area.
- 25.2 The Hirer shall on or before the termination of the hiring or the expiry of the period of hire remove all floral and other decorations placed by him in the Campuses.
- 25.3 The Hirer shall not, without the prior permission of TWC, permit any banner or similar decoration to be displayed in the Campuses.
- 25.4 The Hirer shall not, without the prior permission of TWC, display material across any window and TWC shall withhold permission if in its opinion such display will adversely affect the external appearance of the Campuses.

26. GENERAL CONDUCT

- 26.1 Coaches are suggested to aboard and alight passengers in front of the Carpark of TWC. Participants are requested to use the main entrance.
- 26.2 The Hirer of large-scale event is encouraged to arrange participants to use public transportation. Parking space will not be provided to the Hirer under normal circumstances.
- 26.3 The Hirer is requested to ensure that all visitors are bona-fide guests. A simple identification system would be appreciated.
- 26.4 The Hirer should be aware of the weight and size of stage set up and obtains permission from TWC in advance.
- 26.5 No pets are allowed to be brought into TWC.
- 26.6 Litter should be placed in the bins provided.
- 26.7 Smoking is not allowed in TWC.
- 26.8 Food or drinks is not permitted in the Venues, except with permission from TWC.
- 26.9 The Hirer shall not use the Campuses or any part of them which would injure the reputation of TWC or to offend against any statute or regulation in Hong Kong or to imperil any license granted for TWC or any insurance effected on it.
- 26.10 The Hirer shall at all times comply with all safety requirements prescribed by legislation and by the rules of TWC.
- 26.11 The Hirer is requested to present the payment receipt and relevant correspondences for verification on the date of the Function.

26.12 The Hirer is responsible for their staff and participants to maintain good conduct and to dress in reasonable attire in the Function.

27. BREACH OF TERMS AND CONDITIONS

If the Hirer shall fail to observe or perform any of the provisions of these Terms and Conditions, TWC may, without notice, cancel the booking of the Hirer or any part of the same and terminate the hiring of the venues in whole or in part, as the case may be, but such cancellation and termination shall not release the Hirer from any of his obligations under the Terms and Conditions nor affect any right or remedy which TWC may have under the Terms and Conditions or otherwise and any deposit or other monies whatsoever paid or payable by the Hirer or retained by TWC by way of deduction or liable to be so retained in respect of or in connection with such booking so cancelled and hiring so terminated shall be forfeited to TWC as liquidated damages.

28. CLOSURE

TWC may at any time and in his absolute discretion close TWC or any part thereof by notice to the Hirer, cancel a booking or any part of the same and on such closure or cancellation any monies paid by the Hirer by way of deposits, fees or charges or retained by TWC by way of deduction in respect of such bookings so cancelled shall be returned without interest to the Hirer, but TWC shall not be liable to the Hirer for any loss or damage he may sustain arising out of such closure or cancellation.

29. RIGHTS RESERVED BY TWC

29.1 The right to:

- (A) Prevent access to or to remove from TWC or any part thereof any person or persons acting in a way which in the reasonable opinion may cause a breach of the peace or may be considered to be harmful, undesirable or offensive; and
- (B) Prevent access to or to remove from TWC or any part thereof any person who in the opinion of TWC or its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering the Campuses or poses a security risk or who infringes the rules of TWC.

29.2 A right of free access for TWC and its agents, employees and contractors who produce an official pass issued by TWC at any time during the period of hire.

30. NOTICE TO HIRER

Any written notice, demand or request by TWC to the Hirer may be sent to the Hirer at the address or fax no. as given by the Hirer in his application or such other address or fax no. as the Hirer may subsequently notify TWC in writing and shall be deemed to be received by the Hirer when left at the said address if delivered by hand during normal business hours or on the working day following the day of posting if sent by post.

31. CHANGES IN TERMS AND CONDITIONS FOR HIRE OF VENUES AND FACILITIES AT TWC

TWC reserves the right to alter any of the terms and conditions set out in this memorandum without any prior notice should TWC at any time consider this to be necessary.

32. DISPUTES AND CONTROVERSIES

TWC shall not be involved with nor be responsible for any disputes and public controversies arising from the Hirer's Function. The hiring of Campuses shall in no way constitute any agreement or support of the content and nature of the Function and the Hirer shall not imply any support/endorsement from TWC in any literature or publicity for the Function. Conversely, TWC shall have the right to cancel any Function without prior notice, which may give rise to such public disputes and controversies.

33. GOVERNING LAW

This memorandum shall be governed and construed in all respects in accordance with the laws of the Government of the Hong Kong Special Administrative Region.

- 34. In this document, unless the contrary intention appears words importing the masculine gender shall include the feminine gender and corporations and words in the singular shall include the plural and words in the plural shall include the singular.**

For enquiry, please contact the Facilities Management Office at 3468 6614/3190 6779.

Tung Wah College

Accepted and agreed to the above:
Signed for and on behalf of Organization

Signed for & on behalf of:
Tung Wah College

Authorized Signature & Company Chop
Name & Title:
Date:

Authorized Signature & Company Chop
Name & Title:
Date: