



# TERMS AND CONDITIONS

## USING VENUES AT HARROW INTERNATIONAL SCHOOL HONG KONG

### I. PURPOSE

This document contains rules and regulations for organisations other than Harrow International School Hong Kong that are to use the venue(s) in the Harrow International School building for the purpose of organising events on payable terms. All users must comply with the rules and regulations set forth in this document.

### II. TERMINOLOGIES

In this document,

‘Harrow International School Foundation Limited’ or its staff are referred as ‘Harrow HK’.

‘The premise’ refers to any parts of Harrow International School Hong Kong’s building.

‘Hirer(s)’ or ‘Client(s)’ refers to any organisation/individual that intends to use any venues in the premise for the purpose of events.

‘Venue(s)’ refers to any function room or area in Harrow International School Hong Kong building that can be use by a client for organising events. Such venues include those listed under Appendix 1.

‘Event(s)’ refers to an activity to be organised in the premise for a client.

An ‘external service provider’ refers to any company a client hires to provide services that are related to the event the client concerned intends to organise in any venues in the premise for the purpose of events.

A ‘contractor’ refers to any company a client hires to undertake temporary construction work in the premise for the purpose of events.

A ‘PR company’ refers to whichever companies clients hire to coordinate and/or organise events to be held in the premise.

A ‘contract’ is an agreement with specific terms between a Client and Harrow International School Hong Kong in which there is a promise to do something in return for a valuable consideration, including but not limited to the use of venue(s) in the premise.

### III. RULES AND REGULATIONS

#### 1. Venues

- 1.1. The venues within the premise of Harrow HK are open to individuals and organisations using for events. Please refer 'Scale of Charges' for venue details and hiring charges.
- 1.2. All venues are available during school holidays.
- 1.3. Requests for hosting events using the venues during the school hours are usually not entertained.
- 1.4. Harrow HK reserves the right to make the final decision on whether to entertain such requests.

#### 2. Pre-Event Arrangements

- 2.1. Venue Hire Contract and Associated Payment for Venue Hire
  - 2.1.1. Hirers interested in using venue(s) at Harrow HK should complete and submit the Venue Hire Booking Form before the deadline for applications as shown in the form. Late applications will not be considered.
  - 2.1.2. Once the application is approved, the Hirer is responsible for paying venue hire charges in full, no matter the venue(s) is/are used eventually, except under conditions stated in Clauses, 4.1.1 and 4.1.2
  - 2.1.3. Hirer should make a down payment of 50% of the cost upon confirmation of facility availability. The balance payment must be settled 2 weeks before the event. Harrow HK reserves the right to charge any additional costs that incur after the signing of the venue hire contract including charges for any damages to Harrow HK's property
  - 2.1.4. All costs must be settled in Hong Kong Dollar by cheque issued in name of "**Harrow International School Foundation Limited**".
  - 2.1.5. All venue using requests are entertained on a first-come-first-served basis. Until full amount of down payment is not paid by the Hirer, all reservations made for the Hirer concerned are tentative, and Harrow HK reserves the right to award the right to use the venue(s) concerned to another Hirer.
- 2.2. Logistics, Storage and Security Arrangements
  - 2.2.1. Entering Harrow HK Premise
    - 2.2.1.1. As a part of Harrow HK security policy, the Hirer should inform Harrow HK of number and names of the people entering the school premises 5 working days before the event. This includes the staff of the organisation concerned, guests, servants, agents, contractors hired by the organisation. Organisation should provide event badges for their guests, contractors, visitors to wear at all times during the event. The Hirer shall comply with such conditions or requests imposed by Harrow HK from time to time.
    - 2.2.1.2. Members of the press or media are not allowed access to the School without a pre-approval. If permission is granted, Hirers should provide a separate name list of journalists or representatives from the media and are allowed access to the booked venue in use only, through a designated route. No filming or photography is allowed in areas other than the booked venue unless it is preapproved by Harrow HK.
  - 2.2.2. Car Parking

Given the limited car parking facilities, Hirer should give Harrow HK an estimated number of parking slots required on the day of event, at the time of booking facilities. Harrow HK reserves the right to final decision.
  - 2.2.3. Delivery and Storage of Materials for Events
    - 2.2.3.1. Hirers who wish to move any materials for use during the event into Harrow HK premises should a written approval from Harrow HK's Facilities Manager at least 3 working days in advance.
    - 2.2.3.2. No storage of materials at Harrow HK is allowed before and after an event.
    - 2.2.3.3. If, at all, any materials is stored at Harrow HK, users must take insurance for stored materials. Harrow HK will not be responsible for any damages or theft of the materials stored. Storage of any dangerous goods, flammables or chemicals will not be allowed in any circumstances. Harrow HK reserves the right to ask the Hirer to establish the ownership of the stored goods/materials.

#### **2.2.4. Cleanliness and Security of Venue**

**2.2.4.1.** The Hirer is responsible to keep the venue clean and tidy at all times including floor sweeping or carpet vacuuming. All carton boxes and miscellaneous items must be removed from the area. The Hirer is responsible to clean up the venue after the event and return it to the state in which it was handed out. (Cleaning services can be hired from Harrow HK at an additional cost).

**2.2.4.2.** Harrow HK will provide and advise the number of security guards needed for all events. Normally one security guard is required for an event of 30 people. Additional security guard charges will be applied for any event with more than 30 people. Harrow HK will advise additional charges at the time of signing of the Venue Hire Contract. No external security will be allowed.

#### **2.3. Venue Set-up**

**2.3.1.** Hirers are advised to conduct a site visit before the event to familiarise themselves with the venue and address any possible technical issues with Harrow HK's Facilities Manager.

**2.3.2.** Hirers should seek for approval of Harrow HK for their desired venue layout and their construction plan (e.g. how they intend to decorate the venue; what equipment they intend to use for construction) at least 2 weeks before the event. Harrow HK reserves the right to reject changes to the layout or the construction plan, refer to Clause 3.1.2 for details.

**2.3.3.** Hirers must check with Harrow HK's Facilities Manager about the supply of electricity and/or other technical services required at the time of booking facilities.

#### **2.4. External Service Providers**

**2.4.1.** Hirers can hire any external service providers to assist with their events in areas excluding on-site security

**2.4.2.** Hirers should provide the contact details of the external service providers (e.g. contractor, PR Company) who will send staff or materials to Harrow HK for the event at least 1 week in advance of the event to facilitate on-site coordination between Harrow HK and the service providers.

**2.4.3.** The hiring of external service providers is hirer's responsibility. Harrow HK will not pay external service providers on behalf of Client.

#### **2.5. Insurance**

**2.5.1.** Hirers must take out public liability insurance or any other applicable insurance for accidental death or bodily harm or injury suffered by any person and accidental loss of or damages of any property of an appropriate amount which shall in no event be less than HK\$10million or such higher amount as require by Harrow HK in respect of each and every event to the satisfaction of Harrow HK.

**2.5.2.** The insurance should be in joint names with Harrow HK. This can be done by the user asking their insurer to add Harrow HK as an assignee to their policy.

**2.5.3.** Hirers should also take employee compensation insurance for all its workers working at the event.

**2.5.4.** The insurance policies shall be effected with a reputable insurance company and copies of insurance certificate must be sent to Harrow HK at least 3 working days prior to the commence date of the event.

**2.5.5.** Harrow HK, its Governors, Director and Employees must be fully indemnified by the Hirer of any damages incurred to venue, facilities, or any injuries to people arising from the Client's use of the venue.

### **3. On-site Arrangements**

#### **3.1. Move-in and During Events**

##### **3.1.1. Logistics**

**3.1.1.1.** The user should ensure that a time for delivery of any equipment and materials to be used for the event must be agreed with Harrow's Facilities Manager at least 2 working days prior to the event.

**3.1.1.2.** No vehicles longer than 8 metres are allowed to access the street to the school.

##### **3.1.2. Rules on Construction**

###### **3.1.2.1. Applicable to any venues**

- No structural alteration shall be made without prior approval from Harrow HK.
- All construction should be substantial and fixed in position unless prior approval from Harrow HK is obtained.

- Open flames devices, candles, etc. are prohibited in all venues.
- Exit doors, exit signs, fire alarm, fire hose cabinets and fire doors may not be concealed or obstructed.
- All materials used in the construction and all decorative materials to be used within Harrow HK must be non-combustible or made flame retardant.
- Compressed gas cylinders, gunpowder for use with confetti, explosives and helium canisters cannot be used in the school premises.
- Smoking is strictly prohibited in Harrow HK.
- Glues, tapes, Velcro and any other types of adhesives cannot be applied to the wall.
- Glues and other types of liquid adhesives cannot be applied to the floor. Tapes are allowed as long as they do not leave marks on the floor.
- Paints or anything that may leave stains on the wall or the floor cannot be used.
- When moving equipment, contractors should refrain from towing, as the flooring may be damaged.
- If any wooden structures are to be erected, no nails should be applied to the bottom of the structure that may damage the flooring.
- Nailing, drilling and spray painting cannot be performed in the School.

### **3.2. Move-Out**

**3.2.1.** Unless otherwise requested, move-out should be completed the latest by 9pm.

**3.2.2.** If Hirers wish to leave any materials at Harrow HK temporarily for collection later, they should inform the Facilities Manager as soon as possible. Due to the limited storage space available, such requests can only be entertained on a case-by-case basis.

**3.2.3.** Hirer should conduct a venue check together with the relevant Harrow HK staff to ensure that there is no damage done to the venue prior to departure.

## **4. Other Terms and Conditions**

### **4.1. Cancellation and Refund**

**4.1.1.** Hirers who wish to cancel any service stated in the venue use contract must inform Harrow HK in writing at least 3 weeks prior to the event and subject to Harrow HK discretion 50% of the down payment will be refunded. Otherwise all charges paid will be forfeited.

**4.1.2.** If an event is cancelled due to adverse weather ('adverse weather' here is defined as situations where the Black Rainstorm Warning or Typhoon Signal No. 8 or higher issued by the Hong Kong Observatory is in force 3 hours before the start of the hire period), natural disasters (e.g. earthquake, tsunami) or conditions which Harrow HK considers justifiable for cancelling the event, the user concerned can either choose to postpone at the event to a later date, subject to venue availability and agreement between the user and Harrow HK, or request a refund from Harrow HK.

**4.1.3.** Both parties to this contract shall be released from their respective obligations herein in the event of national emergency, war, prohibitive governmental regulation, or any other cause beyond the reasonable control of the parties which renders the performance of this contract impossible but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the terms herein

**4.1.4.** The arrangements for any refunds approved by Harrow HK will be settled within 6 weeks from the date of cancellation.

### **4.2. Sub-leasing or Sharing**

- Hirers are not allowed to sublet or share the booked venues or any portion thereof without the prior written approval of Harrow HK, which it may withhold in its sole discretion.

### **4.3. Music Licensing and Use of Copyrighted or Trademarked Works**

- Hirer will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the event. Hirer or its hired service provider(s) agree not to allow any musical work protected by copyright to be staged, produced or otherwise performed, via either 'live' or mechanical means, by or on behalf of the Clients at event-related activity unless user or its hired service provider(s) has previously obtained a written permission from the

copyright owner, or the copyright owner's designee for this use. Hirers accept full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to, all obligations to report data and to pay royalty fees. Hirers agree to indemnify, defend and hold harmless Harrow HK and its Governors, Directors and employees from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements of copyright, patent or the unauthorised use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party.

#### **4.4. Applicable Laws, Rules and Regulations**

- Hirers shall comply with all applicable laws, rules and regulations of governing authorities (including without limitation all applicable fire regulations), as well as any and all present and future rules, regulations and schedules of which it has notice promulgated by Harrow HK regarding the planning, construction, maintenance and removal of constructions and the occupancy of venues at Harrow HK. Such rules, regulations and schedules may be amended from time to time by Harrow HK, and Clients shall comply with any and all such amendments.

#### **4.5. Other Matters**

- Any matters not specifically covered in this guidelines shall be resolved Harrow HK in its sole discretion. Harrow HK have the right to amend or supplement the terms and conditions from time to time by giving the Hirer prior notice and such amendments and supplements shall be binding on the Hirer.

### **5. Damages**

- 5.1.** The hirer shall be responsible to pay the costs of repair or replacement as a result of damages to the property, facility and/or equipment hired. This includes furniture, carpet, fittings or fixtures, equipment or other items belonging to Harrow HK.

### **6. Disclaimer**

- 6.1.** Hirer shall be entirely responsible for and hereby agrees to indemnify, defend and protect Harrow HK, its Governors, Directors, Employees and any related companies from any claims for injuries, loss, theft, damage to the property of the Hirer or/and Harrow HK or guests or participants of the event or external service providers, governmental charges or fines, legal claims, attorney's fees arising out of the event or caused by the Hirer's installation, removal, maintenance, occupancy, or the use of the venues at Harrow HK or part thereof negligently or otherwise including any such liability caused by negligence of Harrow HK, its Governors, Director, Employees or any related companies.
- 6.2.** In no event Harrow HK, its Governors, Directors, Employees or any related companies shall be liable to the Hirer, its employees, guests, participants, external services providers or whosoever for any commercial damages arising out of any aspect of the contract signed or the event organised, any claims for injuries, loss, theft, damage to the property or legal claims. The Hirer acknowledges that Harrow HK, its Governors, Directors, Employees or any related companies do not maintain any insurance covering any aspects of the Hirer's event. It is the sole responsibility of the Hirer to obtain all relevant insurances.

## **IV. DISPUTES, ENQUIRIES OR COMMENTS**

This document is governed by the laws of Hong Kong. The Hirer hereby irrevocably submits to the non-exclusive jurisdiction of the courts for Hong Kong. Any enquiries or comments on this set of guidelines should be directed to the Director of Operations of Harrow HK.