

香港青年色士風學院 - 場地租用一般條款及細則

I. 實名登記、個人資料申報與場地轉讓限制

- 實名登記要求：**預約申請人必須提供真實全名（須與香港身份證或銀行戶口相符）、有效聯絡電話及電郵地址以完成預約手續。
- 身份核實及進場管理：**為保障場地安全，本學院職員或會於使用者進場時要求出示身份證明文件以作核對。如資料不符，本學院保留拒絕其進場之權利，已繳費用將不予退還。
- 個人資料收集及處理：**閣下提供的個人資料將嚴格遵守《個人資料(私隱)條例》處理，僅用於是次預約聯繫、日常營運及必要時的爭議處理與法律跟進。
- 嚴禁轉讓及分租：**預約確認後，租用人士僅獲准使用協議列明之場地及設施。嚴禁以任何方式將場地（包括分租、轉租或轉讓）交予第三方使用。

II. 付款及租用時段細則

- 計費基準：**場地最低租用時數為 **1 小時**。首小時後，後續之延長租用時間將統一以每 **15 分鐘** 為一單位計算及收費（不足 15 分鐘亦作 15 分鐘計算）。
- 繳款期限及暫留檔期釋放機制：**為確保能成功為閣下保留檔期，請於發票上註明之限期前清繳全數費用。逾期未付者，系統將自動釋放該暫留檔期，恕不作另行通知。

III. 預訂變更（改期）及取消安排

為確保本學院各場地資源能得到有效運用，各類場地之變更安排如下：

1. 定義與原則

1.1 預訂變更（改期 / 更改時段）：指更改原定租用日期，或於同一日內更改租用時段，並保留相同之總租用時數。

1.2 取消（全數取消 / 縮減時數）：

- 全數取消：**取消發票上已確認之全部租用時數。
- 縮減時數：**如租用人申請減少原定租用時數，減少之時數將視作「部分取消」處理。被縮減時數之費用將按提出申請時距離原定租用日期之通知期，依相應之取消條款扣除費用後辦理退款。

2. 演奏廳 (Recital Hall) 租用

2.1 7 天或以上通知（距該次確認之租用日期）：

- 變更（改期 / 更改時段）：**首次變更可獲豁免行政手續費；其後每次變更將收取 **HK\$100** 行政手續費。
- 取消（全數取消 / 縮減時數）：**可安排退款，惟需扣除相關租用費用之 **10%**（最低收費為 **HK\$100**）作財務及行政手續費。

2.2 少於 7 天至 48 小時前通知：

- 取消或變更：**因大型檔期難以臨時重新編配，如需取消（全數或部分縮減時數）或變更（改期/更改時段），本學院將扣除相關租用費用之 **50%** 作為場地閒置費，餘額將安排退回。

2.3 少於 48 小時通知或缺席 (No-show)：

- 將視為放棄預訂。恕不設任何變更、改期或退款。

3. 小型練習室 (Practice Rooms) 租用

3.1 24 小時或以上通知（距該次確認之租用日期）：

- 變更（改期 / 更改時段）：**首次改期可獲豁免行政手續費。
- 取消（全數取消 / 縮減時數）：**可安排退款，每次統一扣除 **HK\$50** 作行政手續費。

3.2 少於 24 小時通知或缺席 (No-show) :

- 將視為放棄預訂。恕不設任何變更、改期或退款。

4. 變更後之取消政策

經「變更 / 改期」確認後之預訂若最終仍需取消，不論何時發出通知，均將直接視作最高級別(少於 48 / 24 小時) 處理，已繳費用將不獲退還。

IV. 進退場規範與超時處理機制

1. **進場時間**：以預約確認書或發票上列明之時間為準。
2. **提早進場安排 (須事先獲批)**：演奏廳租用者若需提早進場，必須事先獲批。獲批者最多可享**10分鐘**免費準備時間(僅限搬運物資及預備，請勿進行發聲排練或拍攝)。此安排不適用於小型練習室及會議室。
3. **準備與還原**：場地佈置、化妝、綵排、器材測試及事後收拾與清潔時間，均須包含在預約的租用時段內。
4. **準時交還場地**：為保障下一位使用者的權益，本場地不設延遲退場寬限期。請預留足夠時間收拾，離場時間以全體人員離開、清空物資、場地還原並完成鎖門 (或交還鑰匙) 為準。
5. **超時罰則及強制交還機制**：
 - 5.1 若逾時離場，將衍生超時費用 (統一以每**15分鐘**為一單位，按該場地正價時租比例計算)，請於現場即時以電子支付結清。
 - 5.2 若延遲退場影響後續租客之檔期，本學院保留要求即時交還場地及追討相關營業損失賠償之權利。

V. 安全與閉路電視 (CCTV) 監控系統

1. **監控與私隱保障**：為保障雙方財產安全、釐清責任及協助處理突發爭議，場內公共區域設有24小時閉路電視 (CCTV) 系統。所有錄像資料將嚴格保密，並由系統保留最長**30日後**自動覆蓋銷毀，在確保行政效益的同時，嚴格遵守《個人資料(私隱)條例》之規範。
2. **影像用途**：於必要時，CCTV 錄像將作為評估設施損壞、場地清潔度、超時紀錄或處理任何爭議之客觀依據。

VI. 一般使用守則、人數上限與商業中立規範

1. **合法用途**：租用人士須確保在場內進行的活動均為合法，並已獲得相關的批准或牌照。擬舉辦之活動性質須預先獲得本學院同意。
2. **各空間建議容納人數上限**：

為符合安全標準並提供舒適環境，各區域設有總人數限制 (含參與者、觀眾及工作人員)：

 - 2.1 **演奏廳 (Recital Hall)**：場內總容納人數上限為**70人**。場內固定**觀眾座位上限為60座**，建議租用者將其餘10人之空間妥善預留予表演者、伴奏及現場工作人員作活動及準備之用。
 - 2.2 **會議室 (Meeting Room)**：上限**5人**。
 - 2.3 **小型練習室 (Practice Room)**：上限**3人**。
 - 2.4 若現場人數超過上限，本學院保留拒絕超額人士進場或即時終止活動且不作退款之權利。
3. **商業中立與政治限制**：本場地專為商業、音樂、文化、藝術與娛樂用途而設。為維持場地中立性，場內嚴禁進行政治宣傳、集會，或展示任何帶有政治立場之標語及刊物。
4. **良好環境維護**：場內嚴禁吸煙 (包括電子煙)、賭博或攜帶易燃/危險物品。請將音量保持在合理水平，避免滋擾大廈其他用戶。未經許可，請勿於牆壁或設施上黏貼任何物品。
5. **設備提供**：除發票上列明之項目外，本學院將不另行提供額外樂器、座椅、譜架或影音設備。

VII. 場地飲食規範與清潔責任

為維持場地的高品質與衛生，請遵守以下飲食規範：

1. 飲食申請及基本清潔費：

1.1 場地內一律禁止飲食（樽裝水除外）。

1.2 若因活動需要（如簡單茶點或外賣），請務必於預約時或使用前通知本學院並取得批准，同時繳付 HK\$300 之基本清潔費。獲批後，交還場地時仍須保持基本整潔。

2. 違規處理及附加費用：

2.1 未獲批私自飲食：若發現租客未經事先批准私自於場內飲食，本學院將即時收取基本清潔費 HK\$300 及違規行政費 HK\$300（合共 HK\$600）。

2.2 異常髒亂與深層清潔：若交還場地時出現異常髒亂（包括但不限於打翻飲料、隨地棄置大量垃圾、嘔吐物等），本學院將收取由 HK\$600 起的專業深層清潔及消毒費用。實際金額將視乎髒亂程度另行評估。

VIII. 損害賠償與法律責任

1. 保證金豁免及承租人責任：本場地採用免按金制，租用者須對場地使用期間產生之一切事宜承擔完全之財務與法律責任。

2. 設施損毀賠償：如因蓄意、魯莽或疏忽行為導致場地裝潢、器材或樂器損毀，租用人士須按重置成本（Replacement Cost）全額賠償，包括購置市價及相關運輸、安裝費用。

3. 款項清繳：因超時、損壞或深層清潔引致之額外費用，請於收到本學院通知後 48 小時內以電子轉帳付清。逾期末付者，本學院保留向香港小額錢債審裁處或相關法院提出申索之權利，相關訴訟費用將由租用者承擔。

4. 免責聲明：除因本學院之嚴重疏忽所致外，租用人士或參與者於場內發生之任何意外、傷亡或財物損失，本學院概不負責。建議主辦機構自行購買相關活動保險，並妥善保管個人財物。

IX. 宣傳與記錄授權

1. 租用人士知悉並同意，本學院工作人員或有機會於場地租用期間進行一般性的攝影或錄影記錄。

2. 相關影像與聲音產權歸本學院所有，並可能用作學院之日常宣傳及推廣用途，而毋須向租用人士支付任何版權或肖像權費用。如閣下活動具高度機密性，請於預約時提前告知。

X. 惡劣天氣及不可抗力安排

1. 不可抗力免責：如因不可抗力因素（包括罷工、疫情、暴動、政府緊急狀態等）導致未能履行服務，本學院將於得悉情況後通知延期或取消安排，不作違約論。受影響之租用者將獲安排於 3 個月內補發同等價值之服務。因上述原因之改期，將不扣減首次改期豁免手續費之限額。

2. 惡劣天氣指引：

2.1 雷暴警告 / 1 號及 3 號戒備信號 / 黃、紅色暴雨警告：場地照常開放。

2.2 8 號或以上颱風信號 / 黑色暴雨警告：

- 租用前 2 小時懸掛：場地暫停開放，原定租用時間將獲安排順延。

- 使用期間懸掛：場地暫停開放。為確保安全，請盡快離開或留在室內安全地方待天氣好轉才離開。

2.3 本學院保留因應實際天氣狀況，調整場地開放安排之最終決定權。

XI. 其他細則

1. 香港青年色士風學院保留隨時更改上述各項規則的權利，修訂後之條款將於公佈後立即生效。

2. 如租用人士嚴重違反本條款及細則，本學院保留即時終止租用協議之權利，已繳費用將不獲退還。

3. 如有任何爭議，香港青年色士風學院保留最終解釋及決定權。

Venue Rental – General Terms and Conditions

I. Mandatory Identity Verification and Venue Assignment Restrictions

1. **Identity Verification System** : The booking applicant must provide their legal full name (which must correspond with their Hong Kong Identity Card or bank account records), a valid contact number, and an email address to successfully complete the reservation process.
2. **On-Site Identity Verification** : To ensure venue security, Academy staff reserve the right to request identity documents for verification upon the user's entry to the premises. If the provided information does not match the booking records, the Academy reserves the right to deny entry, and any fees paid shall be strictly non-refundable.
3. **Use of Personal Data** : All personal data provided will be handled in strict compliance with the Personal Data (Privacy) Ordinance. Such data will be utilized solely for booking communications, daily operations, and, where necessary, dispute resolution and legal proceedings.
4. **Prohibition of Assignment and Subletting** : Upon confirmation of the booking, the hirer is exclusively authorized to utilize the specified venue and facilities. The hirer shall not assign, sublease, or otherwise transfer the venue to any third party under any circumstances.

II. Payment and Rental Period Details

1. **Basic Billing Unit** : The minimum rental duration is 1 hour. Subsequent extensions will be calculated and charged uniformly in **15-minute** increments (durations of less than 15 minutes will be rounded up and charged as 15 minutes).
2. **Payment Deadline** : To secure a booking, full payment must be settled prior to the deadline stipulated on the invoice. In the event of late payment, the system will automatically release the tentatively reserved time slot without prior notice.

III. Booking Alteration (Rescheduling) and Cancellation Policy

To ensure the fair allocation of venue resources, the following modification and cancellation terms apply:

1. Definitions & Principles

- 1.1 **Booking Alteration (Rescheduling / Time Slot Change)** : Refers to changing the confirmed rental date, or changing time slots on the same day, while **retaining the same total rental hours**.
- 1.2 **Cancellation (Full Cancellation / Hour Reduction)** :
 - **Full Cancellation** : Cancelling all confirmed rental hours stated on the invoice.
 - **Hour Reduction** : If the hirer requests a reduction in total rental hours, the reduced hours will be treated as a "partial cancellation". Fees for the reduced hours will be subject to refund deductions based on the notice period prior to the confirmed rental date.

2. Recital Hall Rental

2.1 Notice of 7 Days or More (Prior to the Confirmed Rental Date) :

- **Alteration (Rescheduling / Time Slot Change)** : One complimentary alteration is permitted. Any subsequent alteration requests will incur an administrative fee of **HK\$100** per instance.
- **Cancellation (Full Cancellation / Hour Reduction)** : Refunds may be arranged, subject to a deduction of **10%** of the relevant fee (with a minimum charge of **HK\$100**) for financial and administrative handling.

2.2 Notice of Less Than 7 Days to 48 Hours :

- **Cancellation or Alteration** : Due to the difficulty of reallocating large time slots at short notice, cancellations (full or partial hour reduction) or alterations within this timeframe will be subject to a **50%** cancellation fee deducted from the relevant payment, with the remaining balance refunded.

2.3 Notice of Less Than 48 Hours or Non-Attendance (No-Show) :

- Such instances will be deemed a forfeiture of the booking. No alterations, rescheduling or refunds will be provided.

3. Practice Rooms Rental

3.1 Notice of 24 Hours or More (Prior to the Confirmed Rental Date):

- **Alteration (Rescheduling / Time Slot Change)** : One complimentary rescheduling is permitted.
- **Cancellation (Full Cancellation / Hour Reduction)** : Refunds may be arranged, subject to a standard administrative deduction of **HK\$50** per instance.

3.2 Notice of Less Than 24 Hours or Non-Attendance (No-Show) :

- Such instances will be deemed a forfeiture of the booking. No alterations, rescheduling, or refunds will be provided.

4. Cancellation Policy Following Alteration

If a booking that has already been confirmed for alteration/rescheduling is subsequently cancelled, it will be directly subject to the highest penalty tier (less than 48/24 hours notice), regardless of the actual notice period given, and all fees paid shall be non-refundable.

IV. Check-in/Check-out Regulations and Overtime Handling

1. **Check-in Time** : Entry time is strictly based on the time specified on the booking confirmation or invoice.
2. **Early Entry Arrangement (Prior Approval Required)** : Recital Hall hirers requiring early access must obtain prior approval from the Academy. Approved parties are granted a maximum of **10 minutes** of complimentary preparation time. This time is strictly restricted to equipment move-in and setup; vocal warm-ups, rehearsals, or filming are expressly prohibited. This provision does not apply to Practice Rooms or Meeting Rooms.
3. **Preparation and Reinstatement** : The reserved rental period must encompass all time required for venue setup, makeup, rehearsals, equipment testing, post-event packing, and cleaning.
4. **Punctual Handover** : To safeguard the rights of subsequent users, no grace period is provided for late check-outs. The hirer must allocate sufficient time for packing. Check-out is deemed complete only when all personnel have vacated the premises, belongings are removed, the venue is restored to its original condition, and the door is locked (or the key is returned).
5. **Overrun Surcharges and Venue Handover** :
 - 5.1 In the event of a late check-out, overrun surcharges will apply (calculated uniformly in **15-minute** increments based on the standard hourly rate of the specific venue). These charges must be settled immediately on-site via electronic payment.
 - 5.2 Should a late check-out disrupt the schedule of the subsequent hirer, the Academy reserves the right to demand the immediate handover of the venue and to seek compensation for any resulting business losses.

V. Security and Closed-Circuit Television (CCTV) System

1. **Monitoring and Privacy Protection** : A 24-hour CCTV system operates within the public areas of the premises to safeguard property, determine liability, and assist in resolving disputes. All recorded footage is kept strictly confidential and retained for a maximum of **30 days** before being automatically overwritten and destroyed, ensuring administrative efficiency in full compliance with the Personal Data (Privacy) Ordinance.
2. **Use of Footage** : When necessary, CCTV footage will be utilized as an objective reference for assessing facility damage, venue cleanliness, overrun durations, or resolving other disputes.

VI. General Usage Rules, Capacity Limits, and Commercial Neutrality

1. **Lawful Use**: The hirer must ensure all activities conducted within the venue comply with applicable laws and possess any necessary approvals or licenses. The nature of the proposed event must be pre-approved by the Academy.
2. **Maximum Capacity Limits** :
To adhere to safety standards and ensure a comfortable environment, each space is subject to a maximum capacity limit (inclusive of participants, audience members, and staff) :
 - 2.1 **Recital Hall** : Maximum capacity of **70 persons**. The venue provides up to **60 fixed seats** for the audience; hirers are advised to allocate the remaining capacity for 10 performers, accompanists, and on-site staff.
 - 2.2 **Meeting Room** : Maximum of **5 persons**.
 - 2.3 **Practice Room** : Maximum of **3 persons**.
 - 2.4 Should the number of attendees exceed these limits, the Academy reserves the right to deny entry to surplus individuals or to immediately terminate the event without refund
3. **Commercial Neutrality and Political Restrictions** : The venue is strictly designated for commercial, musical, cultural, artistic, and entertainment purposes. To maintain neutrality, political propaganda, assemblies, and the display of political slogans or publications are strictly prohibited on the premises.
4. **Maintenance of Environment** : Smoking (including electronic cigarettes), gambling, and the introduction of flammable or hazardous materials into the venue are strictly prohibited. Volume must be kept to a reasonable level to avoid causing a nuisance to other building occupants. Affixing items to walls or facilities without prior consent is forbidden.
5. **Equipment Provision** : The Academy will not supply any instruments, seating, music stands, or audio-visual equipment beyond what is explicitly itemized on the invoice.

VII. Venue Food & Beverage Regulations and Cleaning Responsibilities

To maintain a high standard of hygiene within the venue, the following food and beverage regulations apply :

1. **Approved Food & Beverage Consumption** :
 - 1.1 The consumption of food and beverages is strictly prohibited within the venue, with the **exception of bottled water**.
 - 1.2 Should an event require food and beverages (e.g., light refreshments or takeaway), the hirer must notify and obtain approval from the Academy during the booking process or prior to usage. An approved application requires the payment of a basic cleaning fee of **HK\$300**. Upon approval, the hirer remains obligated to maintain basic cleanliness when returning the venue.

2. Unauthorized Consumption and Deep Cleaning Penalties :

2.1 Unauthorized Consumption : If a hirer is found consuming food or beverages without prior approval, the Academy will immediately levy the **HK\$300** basic cleaning fee alongside a **HK\$300** administrative penalty (totaling **HK\$600**).

2.2 Excessive Soilage and Deep Cleaning : If the venue is returned in an excessively soiled condition (including, but not limited to, spilled beverages, excessive litter, or vomit), the Academy will impose a professional deep cleaning and disinfection fee starting at **HK\$600**. The final fee will be assessed based on the actual extent of the required cleaning.

VIII. Damage Compensation and Legal Liability

- 1. Deposit Waiver and Hirer's Liability :** This venue operates on a deposit-waiver basis; however, the hirer assumes full financial and legal liability for their use of the venue and its facilities.
- 2. Facility Damage Compensation :** In the event of damage to the venue's decor, equipment, or instruments arising from deliberate, reckless, or negligent actions, the hirer shall be liable for compensation equivalent to the market price of a brand-new replacement, including any associated transportation and installation costs.
- 3. Settlement of Additional Payments :** Any outstanding surcharges incurred due to overruns, facility damage, or deep cleaning requirements must be settled via electronic transfer **within 48 hours** of receiving notice from the Academy. In the event of payment default, the Academy reserves the right to initiate legal proceedings via the Small Claims Tribunal in Hong Kong, with all related litigation costs to be borne by the hirer.
- 4. Disclaimer of Liability :** Except in instances of gross negligence on the part of the Academy, the Academy shall not be held liable for any personal injury, casualty, or property loss sustained by hirers or participants on the premises. Event organizers are strongly advised to procure appropriate event insurance and secure their personal belongings.

IX. Promotional and Recording Authorization

- The hirer acknowledges and consents that Academy staff may capture general photographic or video recordings during the rental period.
- All intellectual property rights to such media belong to the Academy, and the content may be utilized for the Academy's routine promotional and marketing initiatives. If the event is of a highly confidential nature, the hirer must notify the Academy in advance during the booking process.

X. Severe Weather and Force Majeure Arrangements

- Force Majeure Exemption:** Should services become undeliverable due to force majeure events (including strikes, epidemics, riots, or government-declared emergencies), the Academy will promptly notify hirers of postponement or cancellation arrangements upon learning of the situation, and such events shall not constitute a breach of contract. Affected hirers will be granted an equivalent venue rental credit for use within **3 months**. Rescheduling mandated by these circumstances will not be deducted from the hirer's complimentary rescheduling quota.
- Severe Weather Guidelines :**
 - 2.1 Thunderstorm Warning / Standby Signal No. 1 and No. 3 / Amber and Red Rainstorm Warnings :** The venue will remain open and operate normally.
 - 2.2 Typhoon Signal No. 8 or above / Black Rainstorm Warning :**

- **Issued 2 hours prior to rental** : The venue will be temporarily closed, and the scheduled rental period will be postponed.
- **Issued during the rental period** : The venue will be temporarily closed. For safety purposes, users are advised to vacate the premises promptly or remain in a secure indoor location until weather conditions improve.

2.3 The Academy reserves the right of final decision regarding adjustments to venue operations based on real-time weather conditions.

XI. Other Conditions

1. The Hong Kong Youth Saxophone Academy reserves the right to amend these terms and conditions at any time without prior notice.
2. In the event of a material breach of these terms and conditions by the hirer, the Academy reserves the right to immediately terminate the rental agreement, and all fees paid shall be strictly non-refundable.
3. In the event of any dispute, the Hong Kong Youth Saxophone Academy reserves the right of final interpretation and decision.