



HKALPS Limited

User Guidelines – General

For Users of “VESSEL” at 86, 90 and 126 Hoi Bun Road, Kwun Tong

1. Interpretation

In these Terms and Conditions, unless the context otherwise requires,

- (a) “Booking Committee” means the Booking Committee of HKALPS;
- (b) “Event” means the programmes, events, activities, performance and/or entertainment held or organised by the Hirer at the Venue;
- (c) “Event Period” means the period of the use of the Venue by the Hirer, commencing from the time that the Hirer starts accessing the Venue to prepare for the Event until the Hirer moves out from the Venue after completion of dismantling to the satisfaction of HKALPS;
- (d) “Government” means the Government of the Hong Kong Special Administrative Region;
- (e) “Hirer” means a person, company or organization who applies for the use of the Venue for holding or organising any event, activity, performance or entertainment;
- (f) “HKALPS” means the HKALPS Limited;
- (g) “Keeper” (管理人員) means any person appointed to be a keeper of the Venue by the HKALPS Limited;
- (h) “Landlord” means the Government of the Hong Kong Special Administrative Region;
- (i) “Tenancy Agreement” means the tenancy agreement dated 7 October 2016 signed between the Government and HKALPS;
- (j) “User Guidelines” means the “User Guidelines” for hirers of “VESSEL”
- (k) “VESSEL” means any part or parts of VESSEL, one or more of 01, 02 and 03 at 126, 90 and 86 Hoi Bun Road, Kwun Tong respectively, the building and structures erected on VESSEL, and/or loose furniture, fixtures, fittings, installations and facilities at VESSEL;

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2. The approval letter/permit issued by HKALPS to the Hirer during the booked sessions is not transferable. The Hirer must be present at all times during the use of the booked sessions. The Hirer must produce the valid approval letter/permit together with his/her original copy of identity document used for registration and recognized qualification (if necessary) for verification and registration at the check-in counter before using VESSEL. Generally, the start time allowed to accept Hirers for registration to take up the booked session is 15 minutes before the booked session. In respect of consecutive booked sessions, the Hirer can make a single registration for all the booked sessions 15 minutes before the start time of the first booked session. HKALPS can adjust the time for accepting registration according to their operational need and the actual situation. HKALPS reserves the right to adjust the time for acceptance of registration. If a Hirer is found to have engaged in unauthorised transfer of approved letter/permit, his/her booking right for use of Venue may be suspended for a period of up to 180 days. The start day of suspension shall be determined by the HKALPS upon confirmation of the breach by the Hirer.
3. Hirer should present valid identity documents for checking-in. Such identity documents should also be available for checking, if requested by the Keeper, during the use of VESSEL for safety reasons. The valid identity documents include Hong Kong identity cards (HKID); birth certificate/ Document of Identity for Visa Purposes/ HKSAR Re-entry Permit/ One-way Permit for children aged below 11 and valid travel document for non-Hong Kong residents. Children aged 14 or below may produce a copy of their identity documents, together with the original of their valid photo-bearing student cards/ student handbooks, for verification.
4. The booked facilities can only be used by the Hirer for the designated function of the facilities, unless with the prior written approval of HKALPS. If any Hirer wishes to use the facility for any other activity, the Hirer should seek advice and agreement from HKALPS before making the booking. HKALPS may not permit such other use on the spot by the Hirer if without prior agreement.
5. All Users must wear appropriate attire and footwear, use appropriate equipment and necessary protective gear as necessary and observe all safety rules and conditions for use of the facilities.
6. The Hirer and the Users shall provide their identity documents as and when required for checking upon request by the Keeper during the booked session.
7. Food and Beverages are not allowed in indoor areas of 01, 02 and 03 (including but not limited to Multifunction Rooms 1, 2 and 3, etc) except with the prior written approval of HKALPS for specific functions. Smoking is strictly prohibited in all three Sites.
8. All Users must vacate VESSEL when the Hirer's booked session/hour is over. All hired/borrowed equipment should be returned at the same time.
9. All facilities will be closed on the hoisting of typhoon signal No. 8 or above, and/or the issue of Black Rainstorm Warning. HKALPS may also exercise its discretion to close VESSEL when, in its opinion, the facilities are not suitable for use.

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10. If a Hirer (i) fails to take up the approved booking of a booked session; (ii) in the opinion of HKALPS, fails to fully utilize the booked facilities without satisfactory explanation, (iii) is in breach of the terms of the booking arrangement and/or the conditions of use, HKALPS may issue default notice to the Hirer and exercise the right to refuse to accept further bookings from this Hirer and to cancel all bookings already reserved by the Hirer.
11. Under normal circumstances, application from a Hirer to transfer or change the time of a confirmed booking to a different time will be deemed to be a cancellation of the confirmed booking by the Hirer and the fees paid will be forfeited.
12. HKALPS may refuse the Hirer any User from using the booked facility if he/she does not observe the Conditions of Use or remove the Hirer or any User from VESSEL if he/ she is in breach of the Pleasure Grounds Regulation (Clause 4(1) of the Tenancy Agreement) or other regulations in force. In such event, the booking will be cancelled automatically and the paid fees will be forfeited.
13. HKALPS may from time to time stipulate a maximum User capacity of the booked facility on the ground of public safety and management consideration.
14. HKALPS reserves the right to (i) reject/cancel the booking that has been approved without giving prior notice to the Hirer; (ii) restrict the number of Users and/ or spectators entering VESSEL; (iii) refuse the entry of any person to VESSEL; and/or (iv) impose further conditions for the use of VESSEL.