

Cyberport Convention & Exhibition Centre Booking Form

Venue Booking & Enquiry: FMO Sales & Promotion Team at tel. 3166 3111 or sp@cyberport.com.hk

A. Applicant's Information

Organization Name: _____ (English)

Applicant's Name: _____ Title: _____

Contact Person: _____ Title: _____

Address: _____

Email: _____ Tel: _____ Mobile: _____

Event Name: _____

Event Date: _____ Time: _____

Venue: _____

Nature of Event: _____ Number of people: _____

Guest / VIP Name(s) & Title(s): _____

Sound emission in the event? (e.g. live band, music, instrument performing with amplifiers)

Yes No

Event Organizer should avoid any noise disturbance to nearby users, tenants and residents and comply with Environmental Protection Department's Noise Control Guidelines (i.e. noise level no more than 10 dB(A) from the prevailing background noise level).

By signing this Booking Form, the Applicant indicates that he/she has read through and agrees to be bound by the Rules & Regulations attached hereto.

Applicant's signature with Organization Chop

Date

B. Official Use Only

Reference No.: _____ Handled by (FMO S&P) _____

Venue Fee: _____ Management Fee: _____

Others Fee: _____ Total Fee: _____

Checked and Confirmed by (FMO S&P) _____ (FMO CFM) _____

Approval by (CM SM) _____ (CM HCM) _____

Recommendation: _____

Remark: _____

(C) Rules & Regulations

1. # If the booking is cancelled by the Applicant less than 14 days prior the Event Date, the Venue Fee will be charged in full.
2. # If the Applicant wishes to change the booking date or time, a written notice should be sent to Cyberport Facilities Management Office at least ten (10) days prior to the Event Date. Cyberport Owner reserves the right to refuse an alternative event date if the venue availability or other considerations do not allow.
3. If the booking is cancelled due to a natural disaster such as a Typhoon Signal No. 8 and above or Rainstorm Black Warning, Cyberport Owner will do its utmost to re-schedule the event to a mutually agreeable time. No refund of the Venue Fee (or any part thereof) will be made and Cyberport Facilities Management Office reserves the right to refuse an alternative event date if the venue availability or other considerations do not allow.
4. In case of a booking cancellation arising from an unexpected urgent need of the venue and associated facilities by Cyberport Owner, the Applicant may receive a full refund of the Venue Fee, without compensation whether for loss of business or otherwise, subject to the arrangements that have been made by the Cyberport Owner.
5. All payment includes the Venue Fee and service charges incurred by the Applicant's, including but not limited to beneficiary's banks charges i.e. the Applicant's chosen bank in its origin as well as the local bank by Cyberport Owner, for making payment to the total booking fee should be settled at least 14 days prior to the Event Date.
6. Payment must be made in crossed cheques drawn in favor of **Hong Kong Cyberport Management Company Limited** to the address of Cyberport Facilities Management Office at Unit 401, Level 4, IT Street, Core A, Cyberport 3, 100 Cyberport Road, Hong Kong. Post-dated cheques, credit card and cash will not be accepted. Payment can also be made by bank's transfer into Standard Chartered Bank with account no. 447-1-089231-7 and fax the bank-in slip with indication of the bank-in date to Cyberport Facilities Management Office at 31663100.
7. The Applicant should be liable for and should indemnify Cyberport Owner against any expenses, liability, loss, claim or proceedings whatsoever arising under any status or common law in respect of personal injury to or death of any person whomsoever or any damage whatsoever to any property arising out of or in connection with the application approval granted.
8. The Applicant should be wholly responsible for the use of the venue and for any loss damage or injury caused to any person whomsoever or to any property whatsoever directly or indirectly whether through the act, omission, default or neglect of the Applicant its servants agents, contractors, Applicant invitees or customers or otherwise and should make good the same by payment or otherwise and should indemnify and keep Cyberport Owner fully indemnified in full for all costs and expenses incidental to any claims demands actions and legal proceedings whatsoever by any person against Cyberport Owner and its agent or manager in respect of any such loss damage or injury as aforesaid incurred by Cyberport Owner and its agent or manager.
9. The Applicant should be responsible for the reinstatement cost of the loss or damage of the venue, furniture or facilities howsoever caused during the Event (including set up and dismantle period), if any.
10. All exhibits, stands and display items must be prefabricated before delivery to the Venue. No production work or painting or spraying is allowed inside Cyberport.
11. Exhibits and stands may not exceed 2.5m in height and 3kpa in loading unless prior written approval from Cyberport Owner or Cyberport Facilities Management Office has been given.
12. If the total amount of combustibles of the Exhibits and displays at the Ocean View Court exceeds 160kg (wood equivalent), the materials shall be confined to isolated islands and each island shall: 1) Contain a max. of 160kg combustibles; 2) Separated by at least 4m; 3) Cover a max. floor area of 10 sq m; 4) Fire load averaged for each island shall not exceed 6 kg/sq. m.
13. The Venue or other area involved must be fully carpeted and the walls/columns must be wrapped by appropriate materials as prescribed by the Cyberport Owner or Cyberport Facilities Management Office during the whole set up and dismantle process so as to protect from damages.
14. The Applicant or its appointed contractor should submit the fire rated certificate for the drape materials if the event has to apply the drapes to cover their internal area.
15. The Applicant and its contractors should NOT start any set-up/decoration works/moving of materials/dismantling without prior approval of Cyberport Facilities Management Office regarding the protection work to be required.
16. The content of any music, voice-over, sound, video and/or performances must be submitted to Cyberport Facilities Management Office for approval before public exhibiting. If deemed necessary by the Cyberport Owner or Cyberport Facilities Management Office, the Applicant shall provide evidence of payment of royalties to Composers and Authors Society of Hong Kong Limited and International Federation of the Phonographic Industry (Hong Kong Group) Limited for broadcasting of music in the Venue. Any movie/film/TV program classified as Category IIB and Category III by the Television & Entertainment License Authority is strictly prohibited to broadcast in Cyberport. Any video and/or performances showing pornographic scenes, with obscene and objectionable contents or promoting religion, politics or violence are not allowed to be displayed or performed in Cyberport and Cyberport Facilities Management Office's decision as to whether a video or performance can be broadcasted or performed shall be final and conclusive.
17. The Applicant should be responsible for obtaining any necessary permit from relevant Government Departments. The Applicant is also required to submit a valid Place of Public Entertainment License issued by Food and Environmental Hygiene Department to Cyberport Facilities Management Office at least five (5) working days prior to the Event Date if the Applicant is going to use Cyberport venue(s) as a place of public entertainment.
18. The Applicant should forthwith stop any activity which in the sole opinion of Cyberport Owner or its agent (which decision should be final) will be a nuisance or an annoyance or may cause nuisance or annoyance to other users, occupiers, tenants and/or neighbouring development. Cyberport Owner should have sole discretion and control of the sound level output for any public address sound systems provided or used by the Applicant. The Applicant must stop sound testing and rehearsal if complaint is received.
19. The nature of the event should be consistent with that as approved, or else Cyberport Owner should have the right to forthwith cancel the arrangement at any time and all payment made by the Applicant should be forfeited.
20. The Applicant is not allowed to transfer, sublet or share any part of the Venue to and with any third party whether for consideration or not without prior approval from Cyberport Owner. The tenant discount is only applicable for Cyberport Tenants' own events.
21. No unauthorized posting of publicity material should be allowed without prior permission of Cyberport Owner. Any unauthorized posting will be removed without notice to the Applicant.
22. The Applicant and the nominated contractor should be responsible for the operation and maintenance of their installations.
23. Leaflets and promotion giveaways may only be distributed within the event area and tenants or visitors should not be intruded upon.
24. Cyberport Owner and Cyberport Facilities Management Office should not be responsible for the materials and property on display in the event area. Additional security must be hired for the Event at the Applicant's sole cost. If the Applicant intends to bring in any outside security guards, the Applicant must inform and seek approval from the Cyberport Facilities Management Office at least three (3) working days prior the Event Date.
25. No disturbance would be made to the tenants as well as the nearby residents, or else the Cyberport Facilities Management Office should have the right to forthwith terminate this Agreement and cancel the arrangement at any time and all payment made by the Applicant should be forfeited.
26. Cyberport should be presented in a positive, or at least, a neutral way or else Cyberport Owner should have the right to forthwith terminate this Agreement and cancel the arrangement at any time and all payment made by the Applicant should be forfeited.
27. The Applicant is responsible to keep the Venue and other area involved clean and tidy at all times. All carton boxes and miscellaneous items must be removed from the area or kept out of public view.
28. Cyberport should be acknowledged as a sponsor in all and any related publicity and display materials if Cyberport is sponsoring any part of the Event.
29. The approval by Cyberport Owner or its agent on the protection methodology proposed by the Applicant for any of the activities should not be deemed to operate as a waiver by Cyberport Owner of any right to proceed against the Applicant in respect of any damage caused by the activities nor should it be interpreted to mean an agreement by Cyberport Owner to share any liability for the activities to be undertaken by the Applicant.
30. The Applicant should maintain clear access for the Emergency Vehicular Access, if applicable.
31. The Applicant should arrange to distribute advance notices to nearby residential buildings or other noise sensitive uses to alert the people of the date, time, venue and programme of the activity.
32. In the event of discrepancies between the online application form and the Cyberport Convention & Exhibition Centre Booking Form, this Booking Form version shall prevail.
33. The Applicant shall at its own costs effect insurance cover (in the opinion of the Licensor as adequate) to cover public liabilities and property damages for the whole course of event to be held in the Venue and, upon demand of the Cyberport Facilities Management Office, provide sufficient evidence of such insurance or Cyberport Owner shall have a right to take out such insurance at the sole cost of the Applicant who shall keep Cyberport Owner fully indemnified against any losses and damages resulting thereby.
34. The Applicant shall, upon demand, enter into a Licence Agreement in such form as to be prescribed by the Cyberport Owner and such form of Licence Agreement would be available for inspection by the Applicant prior to signing of this Booking Form.

For tenants of Cyberport ONLY