

**Application Form for Venue of Windsor House**

**Date** :  
**To** : Windsor House Marketing / Sales & Leasing Department (Tel: 2864 4270, Fax: 2864 4770)

Tenant /Company/ Organization : \_\_\_\_\_  
(the "Licensee")  
Contact Person (Title) : \_\_\_\_\_  
Contact No : \_\_\_\_\_  
Fax No : \_\_\_\_\_  
Email Address : \_\_\_\_\_  
Registered Office Address : \_\_\_\_\_

Event Nature/ Event Name : \_\_\_\_\_  
(E.g. Exhibition/ Variety Show/ Stage Performance)

Event Date & Time(s) Applied : \_\_\_\_\_ month(s) \_\_\_\_\_ day(s)  
(the "Licence Period") i.e. \_\_\_\_\_  
From \_\_\_\_\_ to \_\_\_\_\_ (both days inclusive)  
From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

**Particulars of PR/ Advertising Agency (If any)**

Company : \_\_\_\_\_  
Address : \_\_\_\_\_  
Contact Person : \_\_\_\_\_ Position Held : \_\_\_\_\_  
Tel : \_\_\_\_\_ Fax : \_\_\_\_\_  
Email Address : \_\_\_\_\_

**Document submitted with the Application Form:**

1. Copy of Annual Return (AR);
2. Copy of Business Registration (BR);
3. Event/ Exhibition Proposal;
4. Program Rundown;
5. Floor Plan;
6. Listing of Display Materials;
7. Guest/ Celebrity List (if any);
8. Certificate/ Proof (For charity bodies & non-profit making organization);
9. List of the contractor's name and the on-site in charge for set up and dismantling;
10. Cheque HK\$ \_\_\_\_\_ payable to "Chinese Estates (Windsor House) Limited";
11. Cheque HK\$ \_\_\_\_\_ payable to "Perfect World Company Limited";
12. Coupon HK\$ \_\_\_\_\_ (HK\$ \_\_\_\_\_ x \_\_\_\_\_ pieces) (if any).

<b>(1) Venue Licence Fee:</b> (made payable to Chinese Estates (Windsor House) Limited)				
Venue	Floor	Size (Approx.)	Licence Fee for the above Licence Period	
Exhibition Area A <i>(As shown coloured pink on the attached floor plan for identification only)</i>	G/F, Windsor House	40'(L)x20'(W)		
<b>(2) Licence Deposit: HK\$50,000.00/ event</b> (made payable to "Perfect World Company Limited")				
<b>(3) Operation Charges : HK\$800.00/ day</b> (made payable to "Perfect World Company Limited")				
Items	Qty	License Period	Return Date	For Office Use
Technical:				
Sound System (2 mic & speaker, CD/MD Player)				
Stage Lighting (2 nos)				
Electricity Consumption				
Operational :				
Table with skirting				
Chair				
Rope Stand				
Cleaning Service (after event for rubbish collection & general cleaning only)				

I/ We, the undersigned confirm that the information herein is true and correct and accept the terms and conditions contained herein.

The Licensee (The Applicant)

\_\_\_\_\_  
Authorized Signature(s) and Company Chop

We, Chinese Estates (Windsor House) Limited (the "Licensor"), hereby confirm our acceptance of this application on the terms and conditions as contained herein.

The Licensor

\_\_\_\_\_  
Authorized Signature(s) and Company Chop

Date :

## Terms and Conditions

### 1. General

- 1.1 It is advisable to reserve the Venue in writing at least one month in advance. However, any application may or may not be accepted, the Licensor has absolute right to accept or refuse any application. Licensor's acceptance of applications may not be necessarily on a "first-come-first-served" basis.
- 1.2 A licence for the use of the Venue (the "**Licence**") is granted by the Licensor to the Licensee upon the acceptance by the Licensor of this application subject to the terms and conditions herein contained (the "**Terms and Conditions**").
- 1.3 The Licensee shall be a licensee only in respect of the use of the Venue and it is acknowledged and agreed by the Licensor and the Licensee that no tenancy is intended to be or is created by the Licence.
- 1.4 The rate of Licence Fee and such other fees and charges contained herein may be revised from time to time by the Licensor without prior notice until and unless the Licensor accepts this application.
- 1.5 Where applicable, in addition to the Licence Fee and other fees and charges, the Licensee hereby offers to the Licensor such barter item(s) as mentioned above.
- 1.6 The Licence is personal to the Licensee who shall not transfer or sublet any part of the Venue (with or without any consideration) or allow the same to be used by any other party.
- 1.7 Any act, default, negligence, omission, deed, matter or thing done, permitted or suffered or omitted to have been done by any customer, agent, employee, invitee, contractor or otherwise of the Licensee which constitutes a breach of any of the Terms and Conditions shall be attributed to the Licensee who shall be deemed to have breached of the Terms and Conditions.
- 1.8 The Licensee shall be held fully responsible for all losses, damages, demands, costs and actions which may be suffered by the Licensor or such other party (the "**Indemnified Party**") as a result of any breach of the Terms and Conditions by the Licensee who shall indemnify the Indemnified Party against all such losses, damages, demands, costs and actions on a fully indemnity basis.
- 1.9 Apart from the Terms and Conditions, the Licensee shall also observe, perform and comply with the relevant rules and regulation, the house rules of the building of which the Venue forms a part (the "**Building**").

### 2. Venue Setting & Dismantling

- 2.1 The setting up plans, elevations with detail dimensions, rundown and details of event / exhibition including but not limited to the expected number of promoters, audiences, artists, news reporters, security guards, seating plan, promotion and advertising materials etc. should be submitted to the Licensor and the manager of the Building (the "**Building Manager**") for their approval three (3) days' prior to any set-up for the event / exhibition to the Venue.

- 2.2 Subject to the Licensor's approval, the Licensee shall be allowed to enter the Venue,  
either  
(a) for large scale set-up, after 00:00 hrs midnight on the 1<sup>st</sup> day of the Licence Period;  
or  
(b) for small scale set-up, before 10:00 a.m. the 1st day of the Licence Period.
- 2.3 The Licensee shall carpet the Venue during the Licence Period.
- 2.4 The Licensee shall submit all details in relation to the set-up and arrangement depicted on a floor plan together with 3-dimension drawings setting out details (including measurements, protection scheme to Licensor's properties & decorations to be used) to the Licensor and the Building Manager for approval not less than two weeks before the Licence Period.
- 2.5 Any exhibit, sign, decoration or the like shall only be placed and arranged at the position(s) / location(s) with the prior approval of the Licensor and the Building Manager.
- 2.6 The Licensee shall in all cases cover the Venue floor with protective materials during moving in and out.
- 2.7 All exhibits, stands or display materials must be prefabricated before delivery to the Venue as no construction work and painting are permitted to be carried out on site (save and except reasonable minor touch up subject to the on-site approval of the Building Manager).
- 2.8 The Licensee shall vacate the Venue with all Licensee's belongings removed for which the arrangement is to be made during the period from 00:00hrs to 06:00hrs the following day of the expiry date of the Licence Period to the satisfaction of the Building Manager.
- 2.9 The Licensee shall remove all goods, artworks, exhibits, signs, banners, promotional / advertising / decoration materials and such other properties and chattels after the event / exhibition to the satisfaction of Windsor House Management Office (the "**Management Office**").
- 2.10 Upon expiration or sooner determination of the Licence, the Licensee shall clean and tidy up and reinstate the Venue to its original state in good, clean and satisfactory repair condition and cleared of all debris. In the event of any damages to the properties of the Licensor, the Licensee shall report to the Licensor / Building Manager on all such damages for all such arrangement as the Licensor deems appropriate including but not limited to make good any damages done to the Venue or the Building and its fixture, fittings, apparatus and installations to the satisfaction of the Licensor and the Building Manager.
- 2.11 The Licensee shall be liable for any damages to the properties of the Licensor, namely that the Venue, the Building and its fixture, fittings, apparatus, installations and such other accessories, apparatus, equipments or otherwise supplied by the Licensor.
- 2.12 No free parking or storage will be provided to the Licensee(s) or its agent(s), contractor(s), guest(s) and invitee(s).
- 2.13 Contractor person-in-charge must register and collect working pass for all workers at the Management Office before taking access/ moving in.

- 2.14 The Licensee and its contractor may only use service lift(s) for delivery. Escalators must not be used for delivery purposes. Only rubber-wheeled carts and trolleys are allowed to be used for delivery.
- 2.15 The Licensee shall pay for any additional security and cleaning service if so required by either Licensor or Licensee.

### **3. Event / Exhibition**

- 3.1 The Licensee shall use the Venue for the purpose of operating the event / exhibition mentioned herein only. **Sales activities are not permitted without prior approval of the Licensor.** The Venue shall only be used for those authorized usage approved by the Licensor and subject to such house rules as may from time to time be laid down by the Licensor / Building Manager.
- 3.2 The Licensor does not guarantee there will not be any event of related category held on the same day.
- 3.3 All events, promotion / exhibition activities must be confined to the Venue. No goods, decorations or publicity materials e.g. posters and banners and other chattels shall be put outside the Venue (except those with prior approval of the Licensor).
- 3.4 No hanging of banners, posters and other POPs on the curtain wall, barriers or window is allowed.
- 3.5 The Licensee shall not sell or promote (a) any illegal products / services or products / services not specified in the approved application; (b) any product / service, the content of which is offensive immoral or obscene in any manner; (c) any product / service where the intellectual property right of which does not belong to or licensed to the Licensee; and (d) any product or service which are deemed by the Licensor to be unfit for the Licence. The Licensor shall have the absolute right to demand removal of any such product(s) or any promotional or advertising materials relating to the same.
- 3.6 The number of promoters / users must be approved by the Licensor and the Building Manager three (3) days' prior to the event / exhibition.
- 3.7 The Licensor shall have the absolute right to demand reduction of the number of promoters on site.
- 3.8 The promoters should stay within the Venue during the event / exhibition unless prior approval has been sought from Licensor.
- 3.9 The Licensee shall set audio-visual equipment at a volume level that would not create any noise nuisance or inconvenience to the public or other occupants of the Building or neighboring building(s). In the event of controversial issue, the decision of the Building Manager is the final.
- 3.10 The Licensee shall not do or suffered to be done any act, deed, matter or thing which would constitute a nuisance or disturbance to or give cause for reasonable complaint from other occupants of the Building or neighbouring building(s) or impair the goodwill and reputation of the

Building.

- 3.11 For the avoidance of doubt, Licensor's acceptance / approval of Licensee's application for the use of Venue shall not be construed as a waiver of Licensee's obligations to seek independent professional advice on whether any of its set-up and designs in relation to the Venue and its event complies with all updated statutory requirements if so applied.

#### **4. Safety of Merchandise & Decorations**

- 4.1 The Licensee must take all precautions to protect their goods and decorations displayed or placed at the Venue and shall not hold the Licensor responsible for any loss or damage.
- 4.2 No goods or decorations are allowed to be placed under the fire shutters.
- 4.3 The Licensee undertakes not to do anything whatsoever that may cause fire risk or other hazards.
- 4.4 No storage will be provided to the Licensee.
- 4.5 The Licensee must propose and provide adequate number of security guard to be approved by the Licensor or Perfect World Company Limited (the "**Property Management Company**") to take care of the Licensee's belongings, promoters and crowds control before and throughout the Licence Period and shall comply with the directions of the Property Management Company for crowd order or such other safety control including but not limited to refusing any person to enter the Venue or to limit the number of person attending the event / exhibition.

#### **5. Insurance**

- 5.1 The Licensee shall provide insurance coverage for public liability and all risks cost on their property including goods and decorations during the setup and Licence Period and keep the Licensor indemnified against any damage done to the Venue or the Building and its fixture, fittings, apparatus, installations or otherwise and all actions, proceedings, demands, costs and claims whatsoever by any third party causing by or arising from the act, neglect or default of the Licensee.
- 5.2 The Licensee must submit copy of third party insurance policy to cover (a) the Licensee; (b) the Licensor; and (c) the Property Management Company (minimum amount HK\$20,000,000). The valid insurance policy document must be submitted to the Management Office at least 1 day before moving in. The Licensee will not be allowed to set up the event / exhibition if such valid insurance document is not available.

#### **6. Other License/ Permit Required**

- 6.1 The Licensee shall obtain all necessary licence / permit from the relevant Government Authorities or such other regulators e.g. IFPI and CASH and shall maintain such licence / permit in full force and effect throughout the Licence Period. The relevant licence / permit must reach the

Management Office not less than 7 days before the event / exhibition date.

## **7. Power Supply, Technical and Operational Services and Equipments**

- 7.1 The Licensee is required to arrange for a private licensed electrician to connect electricity supply with the presence of the Licensor's representative.
- 7.2 The Licensee must ensure the fulfillment of safety requirements for electrical installations / lightings and comply with all applicable laws and regulations.
- 7.3 Provision of technical and operational services and equipments are subject to availability.

## **8. Cleaning**

- 8.1 The Licensee shall keep the Venue in good, clean and tidy condition and shall not leave any goods, packing or wrapping materials e.g. paper boxes elsewhere during and after the Licence Period.
- 8.2 All miscellaneous items must be placed carefully and kept out of public view during the Licence Period.
- 8.3 All garbage or unwanted things should be disposed of at the refuse collection point.
- 8.4 Cleaning charges will be imposed on the Licensee who leaves the Venue in a dirty condition.

## **9. Force Majeure**

- 9.1 If the event / exhibition is cancelled due to force majeure, the Licensee shall have no claims against the Licensor or refund of the License Fee.

## **10. Special Arrangement for Adverse Weather**

- 10.1 When the typhoon signal No.8 or above, or a black rainstorm warning signal is hoisted before 12:00 noon on any date of event / exhibition, the Licence will be cancelled for such date and the Licensee may apply to the Licensor for re-schedule the event / exhibition subject to the final discretion of the Licensor.
- 10.2 If the typhoon signal No.8 or above, or a black rainstorm warning signal is hoisted after 12:00 noon on any date of event / exhibition, the Licence will not be cancelled for such date and the Licensee is not entitled to re-schedule the event / exhibition or any compensation or abatement of Licence Fee.

## **11. Charity Organization**

- 11.1 Licensee who applies to licence the Venue for fund-raising or charity sales must submit its application with a valid licence from the related Government Department for prior approval of the

Licensor.

- 11.2 No Licence will be granted for soliciting for donations by whatsoever way including but not limited to the sale of flags, badges or otherwise.
- 11.3 The number of volunteers shall in no case exceed 4 to conduct fund-raising or charity sale activities within the Venue only.

## **12. Payments and Deposit**

- 12.1 All payments including the licence fee stated herein subject to Licensor's approval and acceptance shall be forwarded to the Licensor on the date upon submission of this application form.
- 12.2 The Licence Fee and other fees and charges are subject to change without prior notice and enquirer is advised to make enquiry in advance to ascertain applicable fees and charges.
- 12.3 A deposit (as stated above) shall be paid to the Building Manager (who is hereby authorized by the Licensor to collect the same from the Licensee on its behalf) upon submission of this application form as security for the due performance of the obligations of the Licensee herein. In the event that the Licensee shall be in breach of any of the Terms and Conditions, the Licensor and/or the Building Manager is entitled to forfeit the deposit as damages (and not as a penalty) without prejudice to the right of the Licensor and/or the Building Manager to claim against the Licensee for such further losses and damages. Subject to the above, the deposit will be returned to the Licensee without interest within thirty (30) days from the expiry date of the Licence Period.
- 12.4 If the Licensee is an **existing tenant** of the Licensor leasing portion(s) of the Building (the "**Existing Tenancy**"), the Licensee agrees and confirms that any deposit or security money paid by the Licensee to the Licensor under the Existing Tenancy will also be applied hereunder to secure the due performance of the obligations of the Licensee herein and right of forfeiture of the deposit by the Licensor shall also be applied herein. If the deposit is forfeited as aforesaid, the Licensee is obliged to pay the same amount so forfeited hereunder to the Licensor upon demand as deposit in accordance with the terms and conditions of the Existing Tenancy.

## **13. Cancellation / Termination**

- 13.1 Once the application is submitted to the Licensor, it is not revocable by the Licensee within thirty (30) days.
- 13.2 The Licensor is entitled to terminate or cancel this Licence by serving a three (3) days' prior written notice to the licensee. All the payment received shall be refunded to the Licensee within thirty (30) days after the termination or cancellation.
- 13.3 No cancellation by the licensee is allowed if the licence is accepted by the Licensor.
- 13.4 The Licensor reserves the right to alter the Terms and Conditions or terminate the Licence

immediately if (a) the Licensee fails to comply with any of the Terms and Conditions; or (b) in the reasonable opinion of the Licensor or the Property Management Company, for security sake or otherwise, it is inappropriate to continue with the event / exhibition, whereupon the Licensee shall have no claim against the Licensor in respect of such alternation or termination and no part of the Licence Fee will be refunded.

13.5 Special Clause(s)

