

### 一般條款及細則 Standard Terms and Conditions

#### 付款細則 Payment Conditions

- 顧客須於簽訂協議當日繳付百分之五十的服務費用以作訂金，並於活動當日全數繳付餘額。如活動多於一天以上，則可按比例於活動期內每日繳付餘額。The Client shall pay 50% of the full contract price on the day of this Agreement, and the remaining balance on the day of the Event, or where there is more than one day to the Event, the portion of the remaining balance representative of each day of the Event.
- 所有服務費用均不退還款。No refund is available.
- 顧客須按時繳付全數服務費用。Time of payment is of the essence.
- 除本公司另行通知外，顧客需以支票（抬頭請註明「香港節樂有限公司」）或銀行轉帳方式（「香港節樂有限公司」匯豐銀行戶口：582 340295 001，存款後將銀行入數收條，連同聯絡人資料，電郵至 productions@hkfo.org（適用於表演及製作服務）或 school@hkfo.org（適用於場地租用服務）。Unless otherwise specified, payment shall be made by crossed cheque made payable to "HKFO Limited" or by bank transfer to "HSBC Bank Account No. 582 340295 001" attaching the relevant bank advice in an email to productions@hkfo.org.

#### 表演及製作服務 Performance Services

- 顧客須自行安排活動場地，並預約有關場地作任何現場排練。The Client shall procure the availability of the venue of the Event and any on-site rehearsals.
- 顧客須為表演及製作團隊提供衛生及安全之更衣後台及表演空間。The Client shall provide clean and safe dressing and performance areas for the musicians.
- 除顧客於服務協議中所列明之要求外，本公司將不另行提供任何樂器或設備，包括但不僅限於座椅、譜架、照明裝置及其他影音器材。For the avoidance of doubt, HKFO Ltd does not provide any further instruments or equipment that is not already mentioned in the Description above, including but not limited to chairs, music stands, lighting devices, and any audio or visual equipment.
- 顧客提供之第三者保險（公眾責任保險）及個人意外保險之受保範圍必須涵蓋所有於排練及活動當日提供服務之表演及工作人員。Public liabilities and personal accident insurance shall be covered by the Client for all musicians and administrative staff involved in the Event and all on-site rehearsals.
- 顧客已知悉並授權（或已向第三方獲取授權）本公司的工作人員或代理人於活動當日所進行之攝影、錄音及錄影行為；而該攝影、錄音及錄影財產將一切歸本公司所有，並可用作宣傳及推廣用途。The Client allows (and where appropriate shall procure the allowances from any third parties for) HKFO Ltd to take photos and videos of the Event, the photos and videos of which are properties of HKFO Ltd and may be used by HKFO Ltd for publicity and promotional purposes.
- 本公司將保留排練及活動當日表演者名單之更改權利。For the avoidance of doubt, HKFO Ltd makes no guarantee that all of the musicians who perform in the Event will attend or are the same musicians who attend the off-site and/or on-site rehearsals.

#### 場地租用服務 Venue Rental Services

- 顧客須於租用時段結束後準時交回並離開場地。逾時離場者（不足一小時亦作時租計算），本公司將就此向顧客收取額外費用。No activity shall continue at the end of the rented hours. The Client shall leave the Premises on time. Should the Client leave the Premises later than the rented hours (i.e. overtime), HKFO Limited may elect to apply the usual hourly rate of the area/room for every hour occupied by the Client and/or its agent overtime. The Client would be regarded to have occupied for an extra overtime hour even if the Client has left the Premises within that overtime hour.
- 顧客須保證租用場地內之活動人數不能超出於租用協議內訂明之人數上限。The Client is responsible to ensure that the number of attendance must not exceed the limit approved by HKFO Limited.
- 場地內一律嚴禁吸煙、飲食（樽裝水除外）及攜帶易燃物品。顧客須保持場地清潔衛生。未經本公司許可，場地嚴禁標貼及展示任何物品。No smoking is allowed. No eating or drinking (other than water) is allowed. The Client shall keep the Premises clean and sanitary. No inflammable and/or dangerous goods shall be allowed in the Premises. No article shall be affixed and/or displayed without the prior written approval of HKFO Limited.
- 顧客如因蓄意、魯莽或疏忽行為而導致租用場地及/或場內設施、樂器及器材蒙受損失及/或損毀，則必須承擔一切賠償責任。The Client shall indemnify HKFO Limited for any injury, loss, and/or damage suffered by HKFO Limited arising out of the Client's use of the Premises or any facilities, instruments, and/or equipment within the Premises.
- 顧客如在租用場地及/或使用場內設施、樂器及器材期間發生任何意外、損傷及/或損失，本公司一概不予負責。顧客理應自行負責相關保險事宜。HKFO Limited shall not be liable whatsoever in connection with any accident, injury, loss and/or damage incurred directly, or indirectly, arising out of the use of the Premises or any facilities, instruments, and/or equipment within the Premises. The Client is advised to take out relevant insurances.
- 顧客與本公司所簽訂之協議訂明顧客只許使用租用協議所列明之場地及/或其場內設施、樂器及器材。顧客不得以任何方式將本公司所提供之場地租用服務包括分租、轉租及轉讓予第三方。This Agreement constitutes a licence permitting the Client to use the facilities situated within the Premises as described in the Description, and is in no way, shape, or form an agreement to assign, let, or sublet any interest in land to the Client.
- 除顧客於租用協議中所列明之要求外，本公司將不另行提供任何樂器或設備，包括但不僅限於座椅、譜架、照明裝置及其他影音器材。HKFO Limited does not provide any further instruments or equipment that is not already mentioned in the Description above, including but not limited to chairs, music stands, lighting devices, and any audio or visual equipment.
- 顧客已知悉並授權（或已向第三方獲取授權）本公司的工作人員或代理人於場地租用當日所進行之攝影、錄音及錄影行為；而該攝影、錄音及錄影財產將一切歸本公司所有，並可用作宣傳及推廣用途。The Client allows (and where appropriate shall procure the allowances from any third parties for) the employees, agents, and/or servants of HKFO Limited to take photos and videos of the Event, the photos and videos of which are properties of HKFO Limited and may be used by HKFO Limited for publicity and promotional purposes.
- 顧客須保證在場地內所進行的活動均為合法活動，及/或已獲得使該活動合法進行之批准或牌照。The Client guarantees that all activities taken place within the Premises is legal, and/or that the Client has obtained all permission required to conduct the activity taken within the Premises legally.

#### 其他一般細則 Other General Conditions

- 如顧客違反協議中所列之一般條款及細則，本公司將保留終止協議之權利。HKFO Limited shall be entitled to terminate this Agreement any time if the Client is in breach of any of these terms.
- 顧客已知悉如活動當日本公司因「不可抗力」之因素（即本公司無法作出合理控制的情況，包括但不僅限於由香港天文台發出之八號烈風或暴風信號、黑色暴雨警告信號、罷工及其他工業行動、流行性病毒爆發及疫情肆虐、騷亂及暴動、由中華人民共和國或香港特別行政區因任何情況而宣布進入緊急狀態，及表演人士之身心健康狀況等）而未能履行協議及/或於得悉緊急情況後的二十四小時內通知顧客有關服務延期或取消之安排，本公司將不作違約論。In the event of "force majeure", i.e. a circumstance beyond the reasonable control of HKFO Ltd (including, without limitation, typhoon signal no. 8 or above, black rainstorm, strikes, other material industrial disputes, any outbreak or escalation of epidemic, riots and/or hostilities in Hong Kong, declaration by Hong Kong or the People's Republic of China of a national emergency or other crisis or calamity, illness of any musician), HKFO Ltd shall not be deemed to be in breach of this Agreement or otherwise liable to the Client for any delay in performance or any non-performance of any obligations under this Agreement provided that HKFO Ltd notifies the Client of the nature and the extent of the circumstance within 24 hours after HKFO Ltd has knowledge of such circumstance.
- 本公司將向因「不可抗力」之因素而導致未能於場地租用當日享用服務之受影響顧客於一年內補發同等價值之租用服務。In the event of "force majeure", in relation to Venue Rental Services, a replacement date will be arranged for the vacancy within 1 year from the Event.
- 顧客及其法律或專業顧問須確保此協議及其內容的保密性。除執行協議外，顧客及其法律或專業顧問均不得將協議及其內容以抵押或不可告人之目的作任何用途。The Client undertakes to keep confidential to itself, its legal or other professional advisers the existence and contents of this Agreement, and not use for any collateral or ulterior purpose the terms of this Agreement, except insofar as is necessary to implement and enforce any of its terms.
- 本協議構成雙方就服務事項所達成之完整協議及諒解，並取代雙方在簽訂本協議前關於該服務事項所作之任何形式的協議。雙方均不得就本協議以外所作之任何陳述、保證或承諾納入本協議範圍之內。This Agreement constitutes the entire agreement and understanding between the Parties. This Agreement supercedes all previous agreements or understandings which shall cease to have any further force or effect. No Party has entered into this Agreement in reliance upon any representation, warranty or undertaking which is not set out or referred to in this Agreement.
- 除雙方或其代理人以書面形式簽署外，本協議不得作任何變更。「變更」之釋義包括任何形式之更改、增刪及/或取代。No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.
- 本協議之條款可被分割。如本協議中有任何條款被視為無效，則本協議之其餘條款將仍然保持完整的法律效力。If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision(s) or application, and to this end the provision(s) of this Agreement is/are declared to be severable.
- 本協議受香港特別行政區法院管轄，任何爭議須受香港特別行政區法院之非專屬管轄權所管轄。This Agreement shall be governed by and construed in accordance with the laws of Hong Kong without regard to principles of conflicts of laws. The courts of Hong Kong shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of, or in connection with, this Agreement or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims).
- 以上協議之中文文本與英文文本如有任何歧義，須以英文文本為準。The English version of this Agreement prevails.