



## **The CUHK Jockey Club Minimally Invasive Surgical Skills Centre** **Terms and Conditions of Hire**

“The CUHK”	means the Chinese University of Hong Kong
“The Faculty”	means the Faculty of Medicine, CUHK
“The Centre”	means the CUHK Jockey Club Minimally Invasive Surgical Skills Centre.
“The Director”	means the Director of the CUHK Jockey Club Minimally Invasive Surgical Skills Centre.
“The Hirer”	refers to a person, organization, or company who hires the venues and facilities of the CUHK Jockey Club Minimally Invasive Surgical Skills Centre
“The Booking”	means the booking of the venues in the Centre for specified purposes for a specified period.
“The Venue”	means the seminar room, laboratories or any other space of the CUHK Jockey Club Minimally Invasive Surgical Skills Centre to be used by the Hirer.
“The Facilities”	means the setting and equipment in the CUHK Jockey Club Minimally Invasive Surgical Skills Centre to be used by the Hirer.

### **GENERAL POLICIES**

- 1) All bookings shall be made by a completed booking form with authorized signature and other necessary information (e.g. the programme and promotional material), and sent to the Centre by mail, fax or e-mail. To the successful application, the Centre shall return written confirmation via mail, fax or email.
- 2) All bookings should be made at least ONE (1) MONTH in advance except for the Surgical Skills Laboratory, where booking should be made at least TWO (2) MONTHS prior to event's commencement, and the Virtual Reality Laboratory, where reservation should be made at least ONE (1) WORKING DAY prior to the use.
- 3) To reserve any facilities from the Centre, e.g. desktop computer, teleconferencing equipment, speaker's panel, additional chair and signage stand, the Hirer should send the request by stating on its booking form, or with no less than TEN (10) working days prior to the event's commencement.
- 4) The application will be considered if the use of venue is for teaching and training purpose and/or is falling within the ambit of the Centre's mission.
- 5) Priority will be given to bookings for events conducted by members of the Faculty.
- 6) The Director reserves the right to impose conditions he considers appropriate, or to refuse, in his absolute discretion and without giving any reasons.
- 7) The Director has an overriding priority over the booking made by outside party. He reserves the right to call back the booked venue when necessary. The Hirer will be refunded without compensation.
- 8) The CUHK, the Faculty and the Centre, are indemnified against any accident, death, injury, loss or damage which may occur in the Centre during the hiring period. The Hirer may be required to provide proof of appropriate insurance, including third parties liabilities, to cover all eventualities during the period of use.
- 9) All facilities are provided “as is” condition. It is the Hirer's responsibility to keep the venue clean and tidy and all equipments in a workable condition during the hiring period.
- 10) The Hirer is requested to leave all apparatus, utensils, equipments and venues clean after

use.

- 11) The Hirer shall be responsible for the cost of repairs, reinstatement, and replacement of equipment lost, damaged or destroyed during the period of use.
- 12) The CUHK, the Faculty, and the Centre shall not be responsible for any loss or damage to any property arising from the interruption or cancellation of the hiring arising from any cause whatsoever including without limiting the foregoing any mechanical breakdown of electricity or water failure, leakage, accident fire, or typhoon, any improper and/or unsuccessful equipment setup done by the Hirer itself.
- 13) The Hirer shall not, without the prior permission of the Director, display material within the Centre. The Director shall withhold such permission if in his opinion such display will adversely affect the appearance, and/or such material contradicts the mission, of the Centre.
- 14) No goods or articles of any kind or description, other than programmes relating to the function for which venue is hired, may be sold by the Hirer in, or at the entrance of, the Centre without the previous permission in writing of the Director.
- 15) The following activities are strictly prohibited in the venue:
  - i. smoking or using naked flame;
  - ii. the number of persons to use the venues exceeding the maximum numbers of persons stipulated in the Building Regulations;
  - iii. affixing glue, nails, spikes or sharp objects on the wall, floor, fixture, fittings or furniture in any part of the venues;
  - iv. assigning or subletting the venue hired or any part thereof;
  - v. any malicious act or unlawful practice.
- 16) Members of the Centre's staff are authorized to interrupt the respective event and terminate the hiring of venues immediately without refund and compensation if the Hirer:
  - i. commits prohibited activities in the venues, and/or
  - ii. uses the venues other than the stated purpose, and/or
  - iii. changes the nature of the function.
- 17) Eating and drinking are not allowed inside the venue(s) including the reception area and the Seminar Room, unless having prior permission of the Centre and having paid a carpet cleaning fee for each event. Food and beverages can be served only in the corridor outside the venue(s).
- 18) Licence requirements are the responsibility of the Hirer. All Hirers performing experiments on living vertebrate animals are complied with the provisions of the Cap. 340 Animals (Control of Experiments) Ordinance and Regulations. The Hirer should apply for a licence from the Director of Health for conducting experiments on living vertebrates by themselves and may be required to show the appropriate licence before or during the period of use. Website of the Department of Health: <http://www.info.gov.hk/dh/forms/animals/index.htm>.
- 19) Venue charges will be levied at a minimum of TWO (2) hours. Fractions of an hour will be treated as a full hour.
- 20) The use of Virtual Reality Laboratory is restricted for the members of the Faculty only.
- 21) The operation of simulators must be instructed and supervised by the staff of the Centre. The Hirer shall be responsible for the cost of repairs, reinstatement, and replacement of equipment lost, damaged or destroyed due to improper use of the simulator and/or without supervision and instruction of the staff of the Centre.
- 22) Members of the Faculty can use the Seminar Room for free for the teaching of undergraduates with the following conditions:
  - i. booking of seminar room should follow the procedure set out in the terms and regulations,

- ii. reservation cannot be made more than two consecutive months in one time,
  - iii. all booking is on a first-come-first-served basis,
  - iv. priority will be given to the paid booking, and
  - v. the Centre reserves the rights for the final arrangement.
- 23) Hirer of minimum 4 tables of the Surgical Skills Laboratory, and minimum 3 tables of the Microsurgical & Endoscopic Skills Laboratory, may use the Seminar Room during the hiring period without additional charge with the following conditions:
- i. booking of seminar room should follow the procedure set out in the terms and regulations,
  - ii. all booking is on a first-come-first-served basis,
  - iii. priority will be given to the paid booking, and
  - iv. the Centre reserves the rights for the final arrangement.

### **PAID ADMINISTRATIVE AND SECRETARIAT SERVICES**

The followings set the scopes of service which the Centre provides to any Hirer of its venue and/or facilities who subscribes to its administrative and secretariat services at a cost stated in its Charging Policy:

- 1) Providing and arranging venue and/or facilities as requested in the completed booking form;
- 2) Assisting in the set-up of venue upon request;
- 3) Arranging consumables which are normally required for the use of venue and/or facilities when necessary;
- 4) Dispatching information of the activity which occupies the booked venue and/or facilities to relevant parties through website;
- 5) Handling pre-event online registration and collection of enrollment fee for the event held at the booked venue/facility;
- 6) Handling on-site registration for the event held at the booked venue/facility;
- 7) Providing on-site logistics support when necessary; and
- 8) Any over-time workload including closing of the Centre after hours (Remarks: Office hours include Monday-Friday 9:00am-5:30pm.)

### **VENUE SETUP, REHEARSAL, MOVING IN AND OUT**

- 1) Venue set-up, including moving in all equipments and materials required by the event, is allowed to commence one day prior to the event day, upon permission of the Centre in advance. During such one-day set-up period, the rental of the reserved venue is free. This does not include the use of instruments. Should there be any other Hirer occupying the venue, set-up can be done after hours but subject to an OT charge of a workman.
- 2) Loading and unloading area for clinical waste is located at the carpark at the platform on the 3/F., Clinical Science Building, given that the vehicle's license plate number(s) is/ are submitted to the Centre at least TWO (2) DAYS in prior to the event.
- 3) No charges will be imposed to the pre-event rehearsal with application of instruments not more than half working day. 25% of the published rental fee will be charged for the rest rehearsal time. Rehearsal should be done within office hour and should strictly observe the stipulated terms and regulations. Should there be any other Hirer occupying the venue, there will be no session of rehearsal can be entertained.

- 4) The Hirer needs to pay for technical staff on service during the set-up and/or rehearsal periods if required. The charges are stated in the Centre's Charging Policy.
- 5) All facilities are provided "as is" condition. It is the Hirer's responsibility to keep the venue clean and tidy and all equipments in a workable condition during the hiring period.
- 6) The Hirer is requested to leave all apparatus, utensils, equipments and venues clean after use.
- 7) The Hirer is requested to vacate the venue immediately on the expiration of the hiring period and remove all property brought into the venue.

### **PAYMENT POLICY**

- 1) Hirer shall pay charges for the hire of the venue in the Centre in accordance with the charging scale for the time being in force. (Refer to "Charging Policy")
- 2) The rate for the CUHK Faculty of Medicine is applicable for:
  - i. the Hirer from the CUHK Faculty of Medicine, and
  - ii. the event organized by members of the CUHK Faculty of Medicine and borne the name of the organizer (e.g. Seminar cum hands-on workshop in neurosurgery – Organiser: Neurosurgery, Department of Surgery)
- 3) Payment of 50% of total room rental, full rate of consumables, additional equipments and staff cost shall be made upon the submission of booking form. The outstanding payment shall be settled 14 days prior to commencement. Booking from the members of CUHK can fill out the "Interdepartmental transfer form" for payment arrangement. Outside booking should be paid by cheque made payable to "The Chinese University of Hong Kong".
- 4) Hiring of Centre staff, included administrative staff, technician and workman, is required during the period of use. However, if the event is served by the Conference Team, Surgery Department, CUHK, service charge for the administrative staff will be waived.
- 5) Venue charges will be levied at a minimum of TWO (2) hours. Fractions of an hour will be treated as a full hour.
- 6) Any request for booking additional equipment on-site will subject to its availability. All requests made on-site during the hiring period should be paid by cash.

### **CANCELLATION POLICY**

- 1) In an event of cancellation after confirmation, please refer to the following. Any deposits paid are included in the overall cancellation penalty:
  - i. Less than 20 days prior to commencement:  
A charge, equals to 30% of the deposit and actual expense for event coordination (e.g. Purchasing of instrument and consumables), will be levied.
  - ii. Less than 10 days prior to commencement:  
A charge, equals to 70% of the deposit and actual expense for event coordination (e.g. Purchasing of instrument and consumables), will be levied.
  - iii. Less than 5 days prior to commencement:  
A charge, equals to 100% of the deposit, will be levied.
- 2) Written cancellation is required. Refund, if any, will be made within one month upon receipt of the cancellation notice.

### **INCLEMENT WEATHER ARRANGEMENT**

Typhoon and Black Rainstorm Arrangements:

1) For bookings that have not yet started:

If Typhoon Signal No. 8 or Black Rainstorm Warning is in force after the following times, booking will be cancelled as indicated:

7:00am Morning bookings that start before 2:00pm and whole day booking that start from 9:00am

11:00am Afternoon bookings that start between 2:00pm and 6:00pm

4:00pm Evening bookings that start from 6:00pm

The Hirer should contact the Centre for re-scheduling the booking. Terms listed above will apply to the re-scheduling. Payment made will not be refunded for re-scheduling that cannot be arranged due to the Hirer's own arrangements.

2) For bookings that have already started:

When Typhoon Signal No. 8 or above is hoisted, the programme must be terminated immediately and the Hirer must arrange for all participants to leave.

When Black Rainstorm Signal is in force, all participants of the programme are advised to stay where they are until the signal is lowered.

No refund or re-scheduling shall be arranged.