

**Construction Industry Council – Zero Carbon Park**

**ZCP Facility Booking**

**Zero Carbon Building**

**October 2019**

**Version 5.0**

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## 1. Introduction

- (a) Construction Industry Council – Zero Carbon Park (ZCP), the first zero carbon building in Hong Kong, is situated at 8 Sheung Yuet Road, Kowloon Bay, Hong Kong. ZCB was developed by the Construction Industry Council (CIC) and managed by the Zero Carbon Building (Zero Carbon Building). ZCP is to be used to further the specified objectives of promoting low carbon living and showcasing various green building technologies and building services to the public.
- (b) Certain areas may also be used for fundraising for charities, commercial advertising and other commercial activities as permitted under the relevant government guidelines, in particular the Public Open Space in Private Developments Design and Management Guidelines issued by the Development Bureau.
- (c) This brochure sets out the details of the facilities that are available to the public by way of short term rental ("**Facility**" or "**Facilities**") and the terms and conditions upon which such use will be granted.
- (d) Enquiries may be addressed to:

Construction Industry Council – Zero Carbon Park,  
8 Sheung Yuet Road  
Kowloon Bay  
Hong Kong  
Tel: 21009800  
Fax: 21009890  
E-Mail: [zcpfacility@cic.hk](mailto:zcpfacility@cic.hk)

## 2. Facilities

2.1 The following is applicable to this Section 2:

### (a) Charge Rate

Half day means 4 hours from 09:00 to 13:00 or from 14:00 to 18:00.

Full day means 9 hours from 09:00 to 18:00.

The above hours include event setup and dismantle time.

(i) Additional charges apply for any booking that runs before 09:00 or after 18:00. The charge rates set out in this Section 2 are subject to periodic review by the Zero Carbon Building from time to time.

### (b) Maximum Capacity

The number of seats may be less than the maximum capacity of the facility, depending on the nature and set-up of the event.

### (c) Description of Facility

Images, plans and areas set out in this Section 2 are for reference only and no warranty is given as to their correctness, accuracy or their true representation of the Facility.

The Zero Carbon Building reserves the right to alter the layout areas, and/or its fittings and finishes without notice.

### (d) Exhibition Areas

(i) Discounted charge rates for long term and bulk booking may be available upon request.

2.2 Multi-Purpose Hall

(i) The rental details:

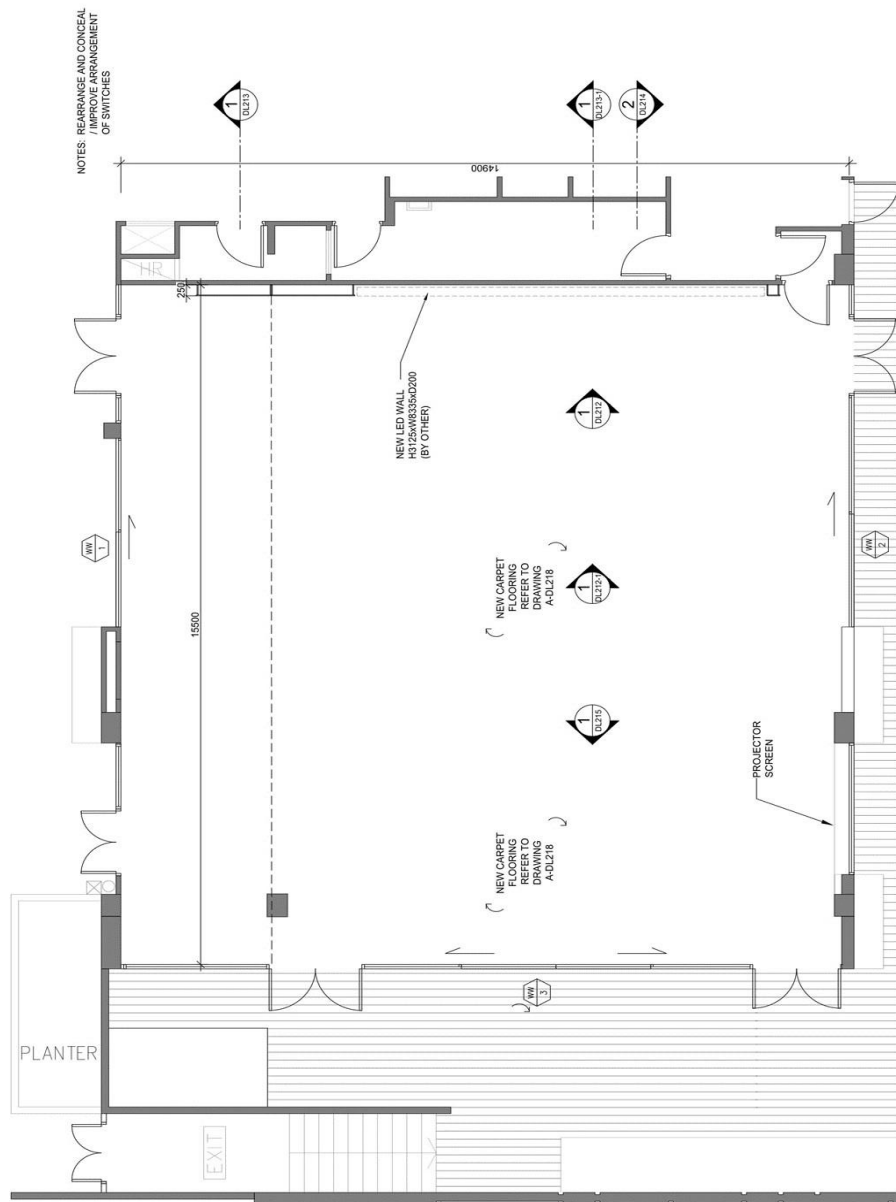
Facility	Area (m <sup>2</sup> )	Maximum seats (persons)	Charge Rate (HK\$)	
			Half Day	Full Day
Multi-purpose Hall	225	149	8,000	12,500

Multi-Purpose Hall



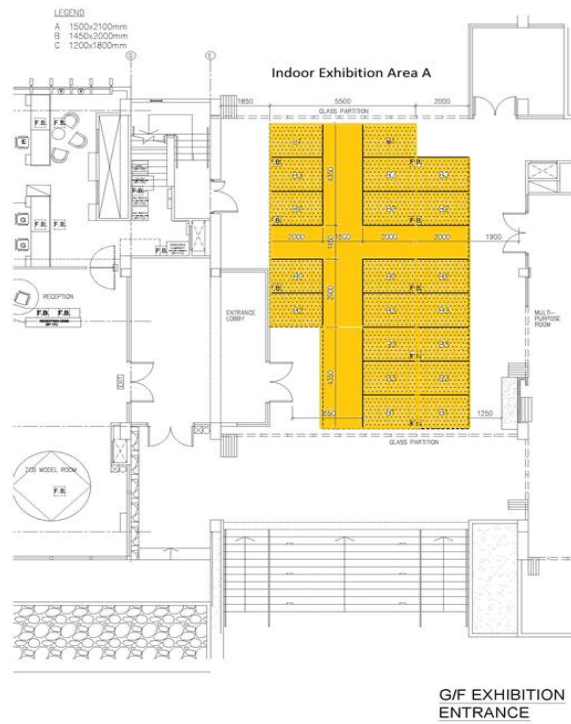
Furniture	150 Stackable Seats 14 Foldable Tables (W1500mm x D700mm)
Equipment	LED Screen (W3125mm x W8335 x D200mm) Amplifier Microphones Audio-Video System

(ii) Multi-Purpose Hall Floor plan



2.3 Indoor Exhibition Areas

Facility	Location	Area (m <sup>2</sup> )	Charge Rate (HK\$)
Exhibition Area A	G/F	100	10,000/day



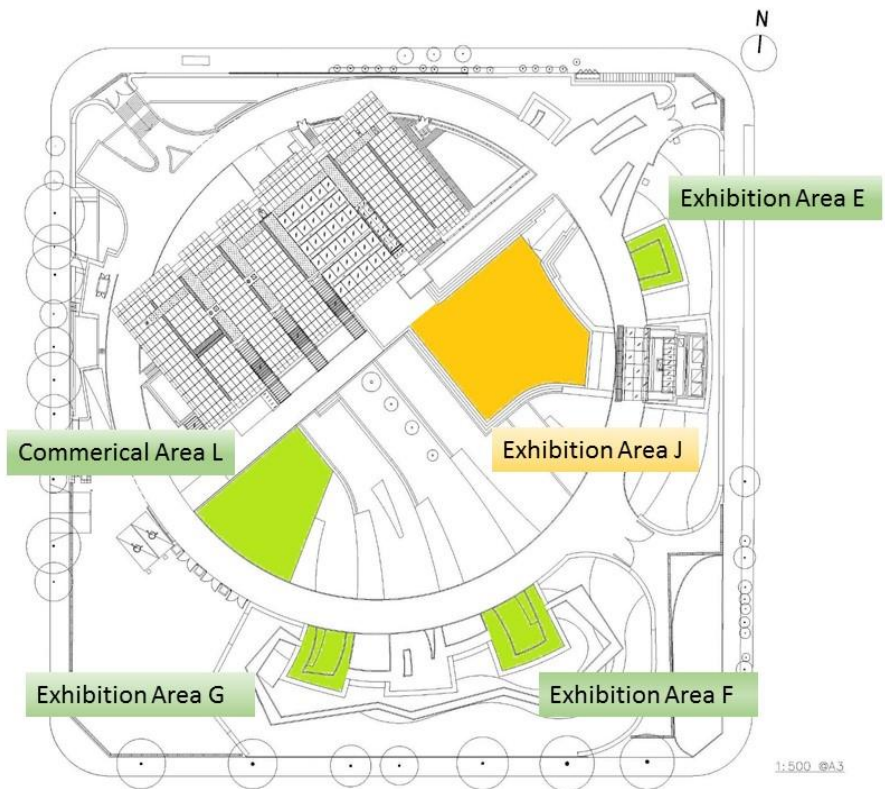
Exhibition Area A





2.4 Outdoor Exhibition Areas

Facility	Location	Area (m <sup>2</sup> )	Charge Rate (HK\$)
Exhibition Area E	Outdoor	70	600/day
Exhibition Area F	Outdoor	99	1,000/day
Exhibition Area G	Outdoor	73	1,500/day
Exhibition Area J	Outdoor	900	20,000/day
Commercial Area L	Outdoor	350	15,000/day



Exhibition Area E





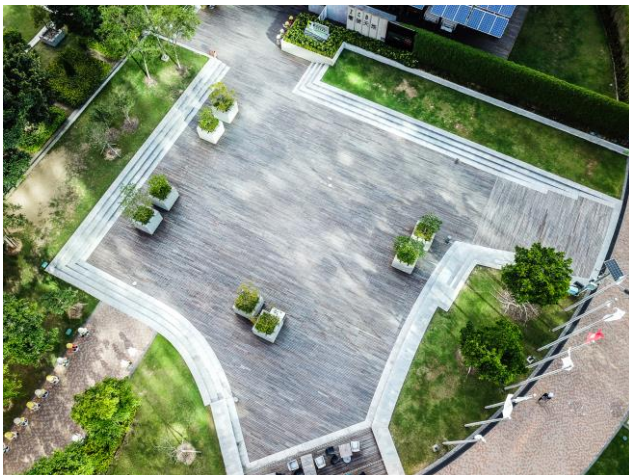
Exhibition Area F



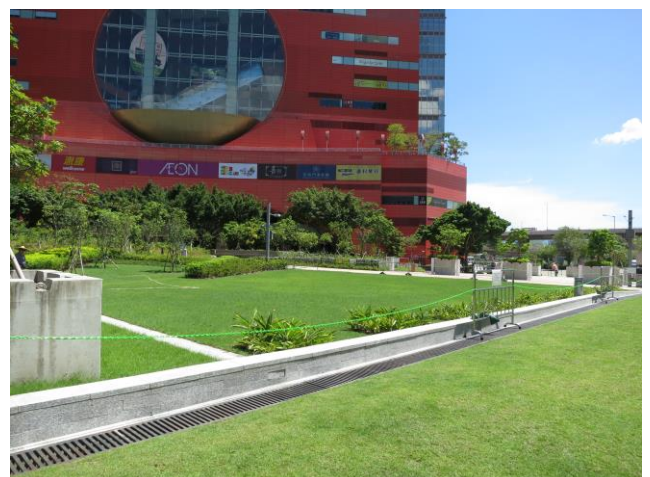
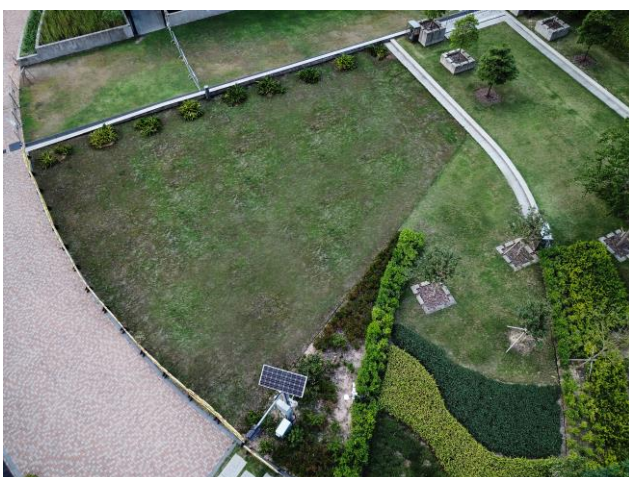
Exhibition Area G



Exhibition Area J



Exhibition Area L



### 3. Booking a Facility

#### 3.1 Applications

- (a) A Facility specified in Section 2 may be booked by making an application to the Zero Carbon Building by submitting a completed Booking Form provided in Section 7 of this brochure.
- (b) The Booking Form together with supporting documents should be sent to the CIC-ZCP office either by fax, email, post or by personal delivery during the opening hours for the Indoor Area set out in Section 4.1.
- (c) The applicant applying to book a Facility must be the organiser or owner of, or its authorised representative who is wholly responsible for, the event to be held at the Facility.
- (d) An application for booking may be made up to 180 days in advance of the date of the event.
- (e) The maximum booking duration is 90 days. The Organiser may renew the booking up to two times each for a period of 90 days subject to availability and priority shall be given to new organisers.
- (f) Allocation of bookings are subject to availability and priority will be given to Hong Kong construction industry stakeholders, organisations or events with an initiative of promoting sustainability, environmental protection, green building design and technologies.
- (g) The Zero Carbon Building reserves its absolute right and total discretion in accepting or rejecting any booking application.
- (h) The Zero Carbon Building may require any further documents or information as it deems relevant in considering the application, whether in relation to the applicant, the event and/or its content, or any other matter that the Zero Carbon Building considers relevant. The Zero Carbon Building is not obliged to consider any application before the completed application and all necessary or requested supporting documents or information are submitted to the Zero Carbon Building.
- (i) Without limiting the Zero Carbon Building's right to require further information, applicants should submit the following with the application for the Zero Carbon Building's consideration:
  - Certificate of Incorporation or similar document proving the legal existence and status of the applicant, its business registration certificate, its charity status if applicable
  - Names and contact details of at least 1 person duly authorised to be in charge of the event, and of his/her deputy
  - Sponsors or co-organisers of the event

- Details and proposals of the event, to include title, theme, a summary and description of its content, proposed programme for the event, any printed material in respect of the event
  - Details of items to be sold, presented or circulated at the event
  - Details of any items, privileges, coupons, benefits or attractions of whatever nature that the attendants may expect to receive at or for attending the event
  - Layout Plans
- (j) The Zero Carbon Building reserves the right to approve the event details and proposals before confirming a booking, such approval to be given or refused at the Zero Carbon Building's absolute discretion.

### 3.2 Confirmation of Booking

- (a) Applicants will be notified by email within 7 working days after the Zero Carbon Building has received the completed application including all supporting documents and/or information required.
- (b) The Zero Carbon Building may by its email notification offer to the successful applicant the Facility applied for or other comparable facility on the specific terms set out in its email offer and on terms and conditions set out in this brochure, including:
- Booking Form
  - General Terms and Conditions
  - Terms and Conditions for Organisers
  - Terms and Conditions for Caterers
- (c) The Zero Carbon Building may in its email notification impose such other requirements as it in its absolute discretion considers reasonable as a condition for offering the booking to the applicant and to specify the amount of any deposits payable for the booking ("**Deposit**").
- (d) Successful applicants are required to pay 50% of the rental charges and the full amount of all Deposit as determined by the Zero Carbon Building upon confirmation of the booking. Payment can be made by cash deposit, cashier order or a crossed cheque payable to "Zero Carbon Building" or by direct bank remittance with the delivery to the Zero Carbon Building of the relevant bank receipt or confirmation of payment.
- (e) Where payment is made by cheque, a booking purported to be confirmed shall nevertheless be subject to clearance of the cheque(s) tendered.
- (f) Once a booking is confirmed in writing by the Zero Carbon Building, it will be binding on the applicant (hereafter called the "Organiser"). Payments made are not refundable or transferable unless specifically provided in the terms and conditions.
- (g) Full payment of the reserved Facility and ancillary equipment and other related costs must be settled 14 days prior to the event. Otherwise, the reserved Facility will be automatically released without prior notice and any Deposit made will be forfeited.



- (h) Nothing in connection with the grant of a licence to use any Facility in the CIC-ZCP pursuant to these booking procedures shall create a partnership, joint venture, tenancy or otherwise constitute a relationship of landlord and tenant between the Zero Carbon Building and the Organiser.

### 3.3 Deposit

- (a) The Organiser shall pay the Deposit for each event upon confirmation of the booking to secure the Organiser's due observance of the terms and conditions herein, and the Organiser's due settlement of all additional charges and payment that might be chargeable to it. The amount of the Deposit determined by the Zero Carbon Building will not in any way limit the extent of the Organiser's liability or the Zero Carbon Building's claim arising from the use or rental of the Facility.
- (b) The amount of the Deposit will be assessed by the Zero Carbon Building at its sole discretion taking into account the nature of the event, the potential risks or additional resources required for security, maintaining order and/or protection against property damage caused or required by the event.
- (c) The Zero Carbon Building will refund the Deposit within 14 working days after the conclusion of the event or after deducting any loss and damage expenses that it has suffered or incurred as a result of or in connection with the Organiser's event or its booking of a Facility, whichever is the later.

### 3.4 Rental Charges

- (a) The rental charges set out in this brochure are subject to the Zero Carbon Building's periodic review and are only to be confirmed upon confirmation of the booking.
- (b) The rental charges include the Zero Carbon Building's standard provision of air-conditioning, lighting, power supply, water, wi-fi, and pre-installed meeting room equipment.
- (c) Additional charges will be payable for events running beyond the hours set out in the Booking Confirmation, and are only allowed upon prior arrangement being made.
- (d) Additional charges may also be payable for cleaning or security services as the Zero Carbon Building shall in its absolute discretion deem necessary.

### 3.5 Cancellation and Changes

- (a) Subject to the payment of a cancellation fee, a confirmed booking may only be cancelled by notice in writing signed by the Organiser and delivered to the Zero Carbon Building at the CIC-ZCP office.
- (b) A cancellation fee will be payable if the Organiser cancels the booking, the amount of which will depend on the period of notice in writing given by the Organiser prior to the event date (not counting the date of notice or the event date), as follows:

Facility	Notice Period	Cancellation Fee
<b>Multi-Purpose Hall</b>	14 clear days	50% of rental charges
	13 clear days or less	100% of rental charges
<b>Indoor &amp; Outdoor Exhibition Areas</b>	28 clear days	50% of rental charges
	27 clear days or less	100% of rental charges

- (c) In case the Zero Carbon Building has to cancel a confirmed booking due to reasons beyond its control, the Organiser will be fully refunded of all payments made, but without compensation of whatever nature or interests.
- (d) The Zero Carbon Building reserves the right to replace the Organiser's confirmed booking with a similar or alternative Facility at any time prior to the commencement of the event.

#### 4. General Terms and Conditions

##### 4.1 Use of Facility

- (a) Upon confirmation of the booking, the event Organiser will be granted the use of the Facility by way of a licence for the period of use ("**Rental Period**") stated in the booking confirmation.
- (b) The Facility will only be made available to the Organiser for the Rental Period. All activities preceding or after the event, such as the set-up, or the subsequent dismantling and removal of installations and equipment brought in by the Organiser, must be carried out and completed by the end of the Rental Period. No extra time will be allowed unless previously arranged and in any event, extra time can only be allowed subject to availability and the payment of additional charges.
- (c) Unless previously arranged with the Zero Carbon Building, all deliveries and pick-up for the event must be made on the same day as the event.
- (d) The Organiser must ensure that all participants, visitors, media and staff of or in connection with the event vacate the Facility prior to the end of the Rental Period and hand over the Facility to the Zero Carbon Building duly reinstated to the same condition as it was when the Facility was handed over to the Organiser.
- (e) Unless otherwise mutually agreed in writing, the opening hours of the ZCP are:

##### Indoor Area

Monday to Sunday:	9:00am to 6:00pm
First 3 days of Chinese New Year :	Closed

Outdoor Area

Monday to Sunday: 7:00am to 8:00pm

- (f) Public parking is not available in the ZCP.
- (g) The applicant and their participants are welcome to visit and join the guided tour service at ZCP during the rental period. This guided tour will be served on a “first come-first serve” basis and Zero Carbon Building reserves the right to reject and approve this service without giving reasons.

#### 4.2 The Event

- (a) The Organiser may only use the Facility for the event stated in the booking confirmation, otherwise the Zero Carbon Building shall have the right, without prejudice to other remedy or action available to it, to discontinue the unapproved activities, close off the Facility and/or terminate the licence granted without any refund of the money paid or paying any compensation of whatever nature.
- (b) The Organiser shall not under any circumstances use the Facility or allow the Facility to be used for any immoral or illegal purpose.
- (c) The Organiser shall in all respects in conducting any activity at the Facility or otherwise in connection with the event observe and comply with all applicable laws and regulations, the terms of the Government Licence and the rules and regulations from time to time stipulated by the Facility Manager or by such management company as may be appointed by the Zero Carbon Building from time to time for the operation and management of the ZCP.
- (d) The Organiser shall be responsible for obtaining at its own expenses from all relevant government authority(ies) all necessary permit(s) and/or licence(s) required for the event including where applicable the Places of Public Entertainment Licence.
- (e) The Organiser may not show any film (as defined by the Film Censorship Ordinance Cap 392) in whatever format unless it has obtained all necessary licences for the public exhibition of such film and no later than 7 days before the event produced to the Zero Carbon Building a Certificate of Approval / Exemption in respect of the film issued by the Director of Film, Newspaper and Article Administration of the Hong Kong Special Administrative Government.
- (f) The Organiser shall not show exhibit or display anything in whatever format at the event which in the opinion of the Zero Carbon Building, is likely to contravene the Control of Obscene and Indecent Articles Ordinance or to infringe the intellectual property rights of a third party, or which is likely to give rise to such a claim.
- (g) If any of the foregoing provisions are not complied with, the Zero Carbon Building shall have the right at any time to immediately discontinue the event, terminate the use of the Facility without any refund or compensation, and the Organiser shall be further liable to fully indemnify and hold harmless the Zero Carbon Building against all losses, damage claims and legal expenses on a full indemnity basis suffered or incurred as a result of the

said breach and the costs and expenses which the Zero Carbon Building may have to pay to deal with, defend and/or to satisfy any claims rightfully or wrongfully lodged against the Zero Carbon Building.

- (h) Any sale or other cash transactions or research study carried out within the ZCP shall be subject to the approval of the Zero Carbon Building. The Organiser must provide the Zero Carbon Building with a list of the vendors for approval no later than 14 days prior to the event, and is responsible for communicating the terms and conditions to the vendors.

#### 4.3 Capacity, Traffic and Crowd Control

- (a) The number of people attending any event cannot exceed the maximum capacity of each Facility as advised by Zero Carbon Building.
- (b) The Organiser shall be responsible to take necessary measures for traffic and crowd control. The Organiser must monitor the number of people inside the Facility as well as those waiting to attend the event outside the Facility.
- (c) The Zero Carbon Building may take such measures at the expense of the Organiser if in its opinion the number of attendees or visitors drawn by the event to the Facility or any parts of the ZCP are likely to cause chaos or disorder or to become a safety hazard.
- (d) Any expenses incurred by the Zero Carbon Building will be payable by the Organiser forthwith and the Zero Carbon Building is entitled to be reimbursed from any Deposit paid or other monies held for the account of the Organiser and to claim against the Organiser for any shortfall.
- (e) Where it is necessary, whether determined by the Organiser or by the Zero Carbon Building, that additional security services should be hired to maintain order and/or for the security and safekeeping of the Organiser's goods, the Organiser shall at its sole expense engage the service of such security service provider nominated or approved by the Zero Carbon Building. The Organiser must submit to the Zero Carbon Building in writing details of the proposed hiring not less than 10 working days prior to the event day, and the Zero Carbon Building shall at its option either approve the Organiser's proposed hiring or nominate a security services provider for the Organiser to hire.

#### 4.4 Security, Insurances, Liabilities

- (a) The Organiser shall be fully and solely responsible for the security and safekeeping of the Facility and all its contents and goods brought into the ZCP and the Zero Carbon Building shall under no circumstances be liable for any theft, loss or damage of any goods, products or the display in the event area.
- (b) The Organiser shall be fully and solely responsible for public safety within the event area and shall at its sole expense procure sufficient public liability insurance cover throughout the Period of Use (Rental Period) as well as contractor's all risks insurance(s) to cover all contracting works for the setup, dismantling and reinstatement works before and after the event.



- (c) The coverage for public liability insurance shall be procured via Zero Carbon Building with its appointed insurance company. The cost will depend on the nature of the event facilities used and will be paid upon confirmation of the booking. This public liability policy procured via the Zero Carbon Building is to cover the legal liability to third party incurred by Event Organiser (as specified in Booking Form) only arising out of and in connection with Insured Event subject to policy terms and conditions. Therefore, for legal liability incurred by those parties other than Event Organiser are not covered under said Public Liability policy. If Organiser would like to seek liability extension covering additional insured parties, Organiser should contact the Zero Carbon Building providing additional information for necessary handling. Such extension may be subject to additional premium chargeable by insurer.
- (d) The coverage for contractor's all risks insurance shall be at least HK\$30,000,000.00 per accident and unlimited in any one period of insurance. The contractor's all risks insurance shall be taken in the name of the Organiser. The Organiser must submit a copy of the certificate of insurance to the Zero Carbon Building no later than seven (7) working days before the actual event or moving into the Facility. Besides, the contractors hired by the Organiser should arrange a valid Employees' Compensation policy for their employees and/or employees of sub-contractors throughout the contract period. Additionally, the names of the CIC and the Zero Carbon Building should be included as joint insured under both Contractors' All Risks and Employees' Compensation policies arranged by the contractors.
- (e) The CIC and Zero Carbon Building shall in no circumstances be under any liability whatsoever to the Organiser or any other person claiming under it whomsoever in respect of any loss, damage, costs, expenses, injury or death (to the maximum extent permitted by law) owing to, caused by or arising from any defect or breakdown of building services and facilities in the ZCP such as electricity and water supply, lifts, air-conditioning, internet, wi-fi, water leakage or overflow, fire or breakdown of fire alarm and services, government restrictions, public disorder, protests and demonstrations, acts of God, and any matter beyond the Zero Carbon Building's control, that may cause the Facility or the ZCP (or any part thereof) to be temporarily closed or the event to be interrupted or cancelled. If any such liability shall accrue to the CIC and/or Zero Carbon Building, the Organiser hereby waives its right to make any claim against the CIC and/or Zero Carbon Building by reason thereof and the Organiser shall keep the CIC and/or Zero Carbon Building fully indemnified and harmless against any loss, damage, costs and expenses arising from any claims made against the CIC and/or Zero Carbon Building as a result of the aforesaid matters.
- (f) The Organiser shall be fully liable to the Zero Carbon Building for all the acts omissions and negligence of any of its members, participants, visitors, guests, employees, agents, contractors and all other persons present at the ZCP by reason of the event conducted by it at a ZCP Facility.

#### 4.5 Inclement Weather Conditions

- (a) In case of a tropical cyclone Warning Signal No. 8 or above
  - (i) All events will be cancelled or discontinued.
  - (ii) If the warning signal is lowered 3 hours or more before the event commences, the event may proceed as scheduled.

- (b) Black Rainstorm Warning
  - (i) Indoor events in progress will continue.
  - (ii) Outdoor events will be cancelled.
  - (iii) Events which have not commenced will be cancelled.
  - (iv) If the warning signal is lowered 3 hours or more before the event commences, the event may proceed as scheduled.
- (c) If the event is cancelled before it commences due to inclement weather conditions, no cancellation fee will be payable. The Organiser may reschedule the booking or arrange a refund of any payment made for the booking.
- (d) If the event is cancelled or discontinued after it has commenced due to inclement weather conditions, no cancellation fee will be payable. Subject to the availability of the Facility, the Organiser may reschedule / extend the booking for the period of time lost or arrange a partial refund of the rental charges on a pro rata basis to be determined by the Zero Carbon Building at its absolute discretion.

#### 4.6 Manager

- (a) The Zero Carbon Building may from time to time delegate various duties to the Facility Manager (or such other management company as the Zero Carbon Building may decide to appoint from time to time) to stipulate and/or implement terms and conditions for the day to day operation of the ZCP. The Organiser shall at all times during the Rental Period cooperate with the Facility Manager and comply with and obey all instructions and directions given by it from time to time.
- (b) The Zero Carbon Building reserves the right to amend these General Terms and Conditions as deemed appropriate from time to time to maintain proper or improved standards of management and operation for the ZCP and to properly protect the interest of all users.

## 5. Terms and Conditions for Organisers

### 5.1 Set-up, Fitting Out and Signage

- (a) Walkthrough the event rundown with the Facility Manager.
- (b) Submit finalised event layout to Zero Carbon Building one week prior to the event.
- (c) Coordinate all deliveries with the Facility Manager and notify him 24 hours in advance of the time of deliveries, including but not limited to tables and chairs, venue decoration, audio-visual systems and any other items to be delivered in connection with the event.
- (d) Zero Carbon Building staff will not sign or acknowledge any delivery on behalf of the Organiser. However, in the event that a Zero Carbon Building staff member has accepted any delivery, the Zero Carbon Building and the Zero Carbon Building staff accept no liability in respect of any shortage, defects or damage.

- (e) Provide contact information (name and mobile phone number) of the event manager for the event.
- (f) Nothing may be affixed to the interior or exterior walls, floors, windows, window coverings, ceiling or any other surface within the Facility or the ZCP without prior approval of the Facility Manager. Use of nails, staples, tape or adhesive substances and any surface within the Facility or the ZCP is prohibited.
- (g) Any decorations and signage, to be exhibited, displayed or affixed within the Facility or any part of the ZCP must be previously approved by the Zero Carbon Building in writing.
- (h) Different height limits shall apply for any exhibit, stand or display item to be installed in the Facility. Such limits are subject to the stipulation of the Zero Carbon Building from time to time and which the Organiser shall adhere to.
- (i) Any exhibit, stand or display item must be pre-fabricated before delivery to the ZCP. No production work or painting is allowed inside the ZCP.
- (j) All carts and rolling equipment must have rubber tyres. Masonite or plywood must be placed on the floor if materials or equipment of excessive weight are rolled into the ZCP.
- (k) All permitted loadings of the Facility are subject to the approval of the Zero Carbon Building.

## 5.2 Publicity Materials

- (a) Without prior written permission from the Zero Carbon Building, the Organiser shall not use the ZCP name or logo or any part of the ZCP name or logo or any image, representation or likeness thereof in connection with the Organiser's business or permitted use of the Facility or for the purpose of any other advertising, publicity, marketing or other promotional materials, or any activities, signage or otherwise.
- (b) The Organiser shall not use the ZCP name or logo which may create an impression that the Zero Carbon Building or ZCPs in any way participating in or sponsoring or supporting the Organiser's event, or its business or cause.
- (c) Zero Carbon Building's prior written approval is required for distribution of any leaflets notices, advertising matter and promotion giveaways within the Facility.

## 5.3 Smoking

- (a) Smoking is strictly prohibited anywhere in or around the ZCP, including but not limited to the restrooms and stairwells.

## 5.4 Food

- (a) Zero Carbon Building's prior written approval is required for any food preparation, cooking or catering service in any part of the ZCP including the Facility. Zero Carbon Building reserves the right to nominate suitable caterers to be directly engaged by the Organiser.
- (b) Only selected Facilities are allowed for food and/or drinks to be consumed as directed by the Facility Manager from time to time.

#### 5.5 Hygiene and Order

- (a) Upon completion of the event, the Organiser shall vacate all personnel, remove all its equipment, exhibits, stands, display items and other materials and reinstate the Facility to its original condition prior to the event.
- (b) The Organiser shall deliver up the Facility in a good and clean condition after the event. The Organiser is responsible for the cleaning up of the Facility and shall remove any refuse and garbage from the Facility upon completion of the event to such location as shall be specified by the Facility Manager from time to time.
- (c) The Zero Carbon Building and the Facility Manager reserves the right to engage a cleaning company to tidy up the Facility if the condition of the Facility returned by the Organiser does not meet the Zero Carbon Building's and/or the Facility Manager's satisfactory standards and the cost incurred shall be charged to the Organiser.
- (d) For the disposal of construction/decoration waste, prior arrangement will have to be made with the Zero Carbon Building and/or the Facility Manager. Charges incurred shall be payable by the Organiser.

#### 5.6 Noise

- (a) Sound emitted from any video display, PA system or any audio and/or visual equipment must be kept to a level which can be heard only in the immediate area of the event unless prior written approval has been granted by the Zero Carbon Building and/or the Facility Manager.
- (b) The Organiser shall ensure that the event programs/ activities comply with the Noise Control Ordinance, Cap.400.
- (c) The Zero Carbon Building and/or the Facility Manager has the right at any time to request the lowering of the volume or even the turning off of the equipment for any inappropriate sound level, sound type or sound context at its sole discretion and the Organiser shall forthwith comply accordingly.
- (d) Upon any breach of the terms and conditions in this Clause 5.6 by the Organiser, the Zero Carbon Building and/or the Facility Manager shall have the right to forthwith terminate the booking and cancel the arrangement at any time it is deemed necessary. Under such circumstances, no refund or compensation on any loss, financial or non-financial, will be made to the Organiser.

#### 5.7 Dangerous Goods

No dangerous or inflammable goods may be brought in or stored anywhere in the ZCP.

#### 5.8 Animals

- (a) No pets or animals of any sort may be allowed in the ZCP without prior written permission from the Zero Carbon Building in accordance with the paragraph 5.9 below, save and except trained guide dogs for the blind and assistance dogs for the disabled.
- (b) Application for such permission shall be made in writing to the Zero Carbon Building no later than 14 working days prior to the intended visit.

#### 5.9 Damages / Misbehaviour / Violation

- (a) The Organiser shall ensure that its activities, guests, vendors, caterers or other personnel connected with the event do not interfere with, disrupt, or disturb other visitors, operations or activities carried on at the other parts of the ZCP or its common areas.
- (b) No person may move any equipment, furnishing or other article which is inventoried property of the ZCP from the Facility.
- (c) The Organiser shall keep all items provided by the Zero Carbon Building for its use in good working order and condition, and shall be responsible for the reinstatement cost of the loss or damage of furniture, equipment and any other facilities. All items provided shall be maintained in the same condition as provided by the Zero Carbon Building after the event. The Zero Carbon Building reserves the right to inspect and claim for any damages arising.
- (d) Failure to comply with any of the terms and conditions herein may result in the rejection of future rental applications from the same Organiser.
- (e) In the event, the Organiser breaches any of the terms or conditions herein contained, the Organiser shall indemnify the Zero Carbon Building for the costs and expenses that the Zero Carbon Building may incur for the rectification of such breach.

#### 5.10 Indemnity

The Organiser shall fully and unconditionally waive its rights to recover from the Zero Carbon Building and its officers, employees, and agents, any loss, damage, restitution or compensation arising out of this agreement or out of the use of any facilities associated with this agreement. The Zero Carbon Building and its officers, employees, and agents shall in no event be liable, for any loss or damage suffered or incurred by the Organiser, the organisation the Organiser represents, or its agents, employees, customers, invitees or licensees for any reason whatsoever. Such waiver includes, without limitation, waiver of liability for death and personal injury (to the maximum extent permitted by law), theft, damage to motor vehicles, loss of property from within motor vehicles, business interruption, lost profits, consequential loss and damage and rights of subrogation.

#### 5.11 Operation of CCTV System

Certain parts of the ZCP may be under CCTV surveillance for security purpose and any recorded data will be processed in accordance with Personal Data (Privacy) Ordinance.

## 5.12 Amendments of the Terms and Conditions herein

The Zero Carbon Building or its duly appointed manager may from time to time in their absolute discretion amend the terms and conditions herein so as to maintain proper and improved standards of management and operation for the ZCP and to properly protect the interests of all users.

## 6. Terms and Conditions for Caterers

The terms and conditions set out in this section are to be observed by all outside caterers and the Organiser shall be wholly responsible for ensuring that these terms and conditions are duly observed and performed by its caterers and shall further be primarily liable to the Zero Carbon Building for any loss and damages arising from the default of such caterers.

### 6.1 Obligations of the Caterer Prior to Event

- (a) Set up a catering walkthrough with the Facility Manager.
- (b) Submit catering diagram with food and bar placement to the Facility Manger one week prior to the event
- (c) Coordinate all deliveries with the Facility Manager and notify him 24 hours in advance the time of deliveries, including but not limited to table and chair rentals, floral deliveries, linen rentals and any other items to be delivered in connection with the event. A representative of the Organiser must be present to accept and acknowledge deliveries on site.
- (d) The Zero Carbon Building staff will not sign or acknowledge any delivery on behalf of the Organiser or the caterer. Conversely, if the Zero Carbon Building staff has accepted any delivery, the Zero Carbon Building and the Zero Carbon Building staff accepts no liability in respect of any shortage, defects or breakage.
- (e) Provide contact information (name and mobile phone number) of the catering manager for the event.

### 6.2 Set Up

- (a) Caterers are required to keep noise levels to a minimum.
- (b) Decorations
  - (i) All paper products and decorations must be test flame retardant and be placed at least 6 inches from flame.
  - (ii) No glitter or confetti may be used.

### 6.3 During the Event

- (a) No cooking or food preparation is allowed in the ZCP.

(b) Food and Beverages

- (i) The Facility Manager must be notified in advanced if alcoholic beverages will be served in the Facility.
- (ii) Caterer shall comply with the laws of Hong Kong Special Administrative Region. Caterer shall not serve any alcoholic beverages to any minor or person already intoxicated with alcohol.
- (iii) No cash bars are allowed.

(c) Recyclable Products

The Organiser and its caterers are expected to comply with the Zero Carbon Building's recycling programme. Plastics, disposable or single-use products that are not recyclable are strongly discouraged.

#### 6.4 Moving Out

- (a) All trash, food and debris must be removed from the Facility immediately after the catering service.
- (b) All equipment including tables, chairs, linens, staging and other items must be removed immediately after the event.
- (c) Prior to departure, the onsite catering manager must liaise with the Facility Manager and conduct a joint final inspection of the Facility and the catering work areas to confirm that the Facility is properly reinstated to the same condition as that prior to the Organiser's arrival.
- (d) Should the Facility Manager decide that additional cleaning is required or that additional articles have to be removed, the Facility Manager will require such tasks to be completed to his satisfaction prior to the caterer's departure. If the caterer fails to satisfactorily comply with such requirements, the Facility Manager may engage other cleaning contractors to carry out such task at the Organiser's expense.
- (e) Caterers are responsible for any damages incurred due to negligence by catering staff before, during and after the events.

#### 6.5 Organiser's Liability for Caterers

The Organiser shall be fully responsible for the acts of the caterer(s) it engages for the event, and shall be fully liable to the Zero Carbon Building for all the acts, omissions, non-compliance and contravention of any of the terms and conditions applicable to the rental booking.





## 7.2 Organiser's Information

(1) Name of Organiser	(In English)	
	(In Chinese)	
(2) Address of Organiser		
(3) Contact Person	Mr. / Ms.	
(4) Contact Info	Direct / Mobile	Fax
	Email	
(5) Nature of Organisation	<input type="checkbox"/> Professional Group <input type="checkbox"/> Government Department / Statutory Organisation <input type="checkbox"/> Commercial Organisation <input type="checkbox"/> Charitable/Community/Non-Profit Making Organisation <input type="checkbox"/> Educational Institution <input type="checkbox"/> Others	

## 7.3 Vendors

A list of \_\_\_\_\_ vendors, including their contact person(s), phone number(s), email address(es), planned arrival and departure time(s), and materials to be delivered, are attached to this application.

Personal Data Collection Statement

1. Zero Carbon Building and Construction Industry Council (referred collectively as “we”, “our”, or “us”) collect personal information from you during the application process for various forms of activities, or during the course of activities (if you are enrolled as a participant), which may include your name, gender, age, mobile number, email address, username on social media, hobbies and interests, as well as other information. Provision of your personal data is voluntary. In the event that you refuse to provide certain information required, we may not be able to process your application for the relevant activity.
2. Personal data collected may be used by us for the purposes of: (a) our activities that you participate in, including processing applications for activities; (b) organization, promotion and publicity of activities that you participate in and any of our future activities; (c) statistical study on participants of activities; (d) internal study and analysis; and (e) marketing research. Our use of your personal data may include generating materials from or containing your personal data. We may disclose or transfer your personal data to any agent, contractor or third party service provider (“Third Party Service Providers”) who provides administrative, telecommunications, computer and other services to us in connection with the processing and storage of your data for the purposes stated above.

3. Our Third Party Service Providers are subject to a duty of confidentiality and are contractually bound to protect your personal data privacy and to only use your personal data in connection with the purpose specified in paragraph 2 above and not for their own purpose.
  4. You have the right to request access to and correction (including erasure) of your personal data held by us. If you wish to access or correct your personal data, please contact: Assistant Customer Engagement Manager (Address: 8 Sheung Yuet Road, Kowloon Bay, Hong Kong / Email: [zcp@cic.hk](mailto:zcp@cic.hk))
  5. We intend to use your personal data, or disclose or transfer your personal data to the above third parties, for direct marketing in respect of the activities of our developments in the construction industry. Should you find such use of your personal data unacceptable, please indicate your objection before signing the activities and event registration by ticking the boxes.
- I do not wish to receive any information from the Zero Carbon Building and Construction Industry Council in relation to its activities or developments in the construction industry
- I object to the propose use of my personal data in direct marketing.

#### Declaration

I, the undersigned, hereby declare and confirm that:

- (a) I am duly authorised to submit this application for and on behalf of the Organiser;
- (b) I have read and understand all the terms and conditions referred to in the ZCP Facility Booking brochure, together with the Personal Data Collection Statement, and hereby undertake and acknowledge personally and on behalf of the applicant / Organiser that the terms and conditions will become binding on the Organiser once this application is accepted by the Zero Carbon Building and notified to us by email; and
- (c) All the information submitted or to be submitted to the Zero Carbon Building in support of this application is true, complete, valid and up to date and I undertake to submit further information in respect of any changes or inaccuracies at any time hereafter.

I understand that I may be personally liable for any false or inaccurate information provided with this application or that I have acted outside the scope of my authorisation.

Signature (on behalf of the Organiser)

\_\_\_\_\_

Name:

Position:

Date:

The completed form should be emailed to [zcpfacility@cic.hk](mailto:zcpfacility@cic.hk)

(For ZCP use only)

Reference No.:			
Application received on:			
Approved / Rejected on			
If rejected, reason:			
Amount of Deposit:	Deposit received on		
	Rental per Day	Number of Days	Amount
1.			
2.			
3.			
		<b>Total</b>	<b>HK\$</b>