

## Venue usage terms and conditions

**The following terms and conditions apply to all companies and or persons or other entities (“you”) that are conducting any workshop (“Workshop”) at Ensemble Co-Creating Space (“we”). Please ensure you have read and understand the following:**

### **1. Acceptance of terms and conditions**

By signing the venue rental agreement, you are agreeing to the terms and conditions set out below (“**Terms**”) and they will be incorporated into the contract between us (“**Contract**”). You will ensure that your employees, partners, agents, contractors, subcontractors and any other person attending the Workshop shall comply with these Terms. The Contract is formed when we send you a booking confirmation.

### **2. Payment**

The fee for renting the workspace will be as stated on the venue rental agreement. All payments for the rental fee / security deposit must be made as per the venue rental agreement. If payment is not received within 7 days prior to the starting date, your rental arrangement will be cancelled and the payment of any refund will be at our complete discretion.

### **3. Refunds**

All rental fee is non-refundable except as set out in paragraph 5 below. However, if you are unable to conduct the Workshop for any reason you may email us at [ensemble.saikung@gmail.com](mailto:ensemble.saikung@gmail.com) to provide us with the name of a substitute to conduct the Workshop on your behalf and on receipt of this email we shall make such substitution and allow the substitute access to the studio. If you would like to change the date and time of a confirmed booking, please inform us by writing at least 7 working days prior to the workshop date and specify the new workshop date. No refund or change of date for less than 7 working days notice.

### **4. Access to the venue**

You have the access to the venue 10 min before the workshop starts and you and all participants have to leave the venue within 10 min after the workshop. There is no waiting area at the venue for care takers while the workshop is in progress.

### **5. Cancellation, Postponement or change of venue**

There may be circumstances in which the workshop cannot be conducted such as weather condition or government regulations, power or equipment failure, which you need to postpone the Workshop or change the date. Such arrangement is allowed within one month and one time change only. We also reserve the right to offer you another workshop room at the same venue should the booked room is not in a usable condition.

### **6. Liability and Disclaimer**

You must comply at all times with the health and safety policy of the venue. You must comply with all requests from us or the venue with regard to health and safety and failure to do so will result in you being asked to leave the workshop (in which case no refund will be provided). You may not bring any equipment or items of a hazardous or dangerous nature to the Workshop.

You shall not cause any damage to any part of the venue (including outside areas, and all inside walls, flooring, fixtures and fittings). You are solely liable for any damage caused by you, your employees, contractors, sub-contractors and agents to any such area of the venue and shall fully reimburse us in relation to any damage so caused. You must keep your personal belongings with you at all times and we accept no liability for any damage to, loss of or theft of any of your belongings or other items brought to the Workshop by you.

#### **7. Photography and filming**

We may wish to photograph or film the Workshop and reserve the right to do so for the purposes of promoting future workshops or otherwise. You consent to us (or any other person attending the Workshop) photographing or filming you and any persons attending the Workshop with you.

#### **8. Limitations of Liability**

Whilst every reasonable precaution is taken by us to ensure security and safety at the workshop, we shall not in any way be liable for any loss or damage suffered by you whatsoever in relation to the Workshop, save that nothing in these Terms shall be deemed to limit the liability of any person for death or personal injury caused by negligence.

Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, any fraudulent misrepresentation or any other liability for which it is unlawful to exclude or limit liability.

Our total liability for any matter arising out of the agreement shall in all circumstances be limited to the price paid by you for the venue rental fee and we shall not in any circumstances be liable to you for any consequential loss whatsoever.

#### **9. Governing law**

These Terms shall be governed by Hong Kong Law and you hereby submit to the exclusive jurisdiction of the Hong Kong Courts.