

# COMMUNAL HALL CO-WORKING AREA USAGE

## TERMS AND CONDITIONS

The following are the terms and conditions (the "Terms") on which Hong Kong Science and Technology Parks Corporation ("HKSTP" or "we") shall use its commercially reasonable efforts to provide you with the Services (as defined further below). Please read these Terms carefully and make sure that you understand these Terms before you start using the Services.

If you do not accept these Terms, you will not be able to complete your request to use the Services (whether in whole or in part) and we will cease processing your request any further.

We amend these Terms from time to time and we will always give you reasonable notice of any change.

### **1. THE SERVICES**

1.1 The services that the communal hall operated and managed by HKSTP

(Collectively defined as the "Services")

1.2 We have worked very hard to ensure that all of the Services are available to you all of the time during reserved hours. However, by accepting these terms and conditions, you acknowledge and accept that it may not always be possible for HKSTP to provide the Services without interruption or disruption or if there are variances in performance from time to time, for whatever reason, given the complexity of the Services and that, as such, you shall not hold HKSTP liable or responsible in any manner whatsoever if such interruption, disruption and/or variance in performance occurs..

### **2. FEES & PAYMENT**

2.1 The applicable lab fees and charges (including rental fees) for using the Services can be found at quotation which may be subject to change by HKSTP from time to time without the need to give you any prior written notice but HKSTP shall notify you of any such changes as soon as reasonably practicable for HKSTP.

2.2 Once your request to book the Services has been confirmed by HKSTP, you have the right to cancel your booking by giving HKSTP not less than 7 days prior written notice. If, however, you decide to cancel your confirmed booking less than 7 days prior to the start date of your confirmed booking, you will be charged in full for the entire confirmed booking period for the use of the Services.

2.3 Where you have served HKSTP with prior written notice to cancel in accordance with Clause 2.2, you will be entitled to a refund of any fees and charges that you have already paid subject to deductions that are any applicable costs, fees and expenses.

### **3. TERM AND TERMINATION OF SERVICE**

3.1 We may suspend the provision of the Service to you immediately and terminate your booking period if:

3.1.1. You and your guests are in breach any of these terms (including any of the House Rules).

3.1.2. You or any of your guests fail to comply with any rules, policies or reasonable instructions provided by us in relation to your use of the Services from time to time; or

3.2. On termination or expiration of your use of the Services under your confirmed booking:

3.2.1. You will remove all of property belonging to you and your guest from the HKSTP's communal hall area (the "Designated Space"). We will be entitled to dispose of any property that have not been removed from the Designated Area by you after giving you reasonable notice and you shall be liable for any and all costs of disposal that we may incur for such disposal. We have no obligation to safely store, look after or insure your property, and you will make no claim against us in relation to any property left at the Designated Space; and

3.2.2 We will not accept deliver or forward any of your post or other packages that are delivered to HKSTP or the Designated Space.

### **4. HOUSE RULES**

4.1 We may, from time to time and in HKSTP's sole and absolute discretion, issue rules, policies and specific instructions in relation to the use of the Designated Space and the Services and you hereby acknowledge and accept that you shall comply and shall procure that all your guests shall comply, with the same.

4.2 All keys, key cards and other items used to gain physical access to the Designated Space shall at all times remain the property of HKSTP and shall be returned without delay upon the expiration or termination of the Services. You are liable for the cost of replacement of such items if they are lost, stolen or damaged. If they are lost, stolen or damaged you must inform HKSTP immediately, failing which, you will be held liable for any all loss and damage that HKSTP may incur as a result of or in connection with such failure to forthwith notify HKSTP.

4.3 You acknowledge and accept that HKSTP may make video surveillance recordings of certain areas of the Designated Space for security purposes and any recorded data will be processed in accordance with HKSTP's protection of personal data policy which can be found at this link: <https://www.hkstp.org/privacy-policy/>.

4.4 We may disclose information about you or your guests as necessary to satisfy any applicable law, rule, regulation, legal process or government request or as we otherwise deem reasonably necessary in connection with the provision of the Services.

4.5 All users of the Services must be over 18 years of age.

4.6 Smoking, cooking and eating are strictly prohibited in any parts of the Designated Space.

4.7 The total number of guests using any of the Services at any one time shall not exceed the maximum capacity of each Service.

4.8 No pets, animals or livestock are permitted in any part of the Designated Space except guide dogs assisting any users of the Designated Space.

4.9 You will ensure that none of your guests will:

4.9.1. Do anything that we consider (in HKSTP's sole and absolute discretion) to be disruptive, abusive or dangerous to us or any other users of the Services or to any of their guests or property or to any of HKSTP's guests and property.

4.9.2. Use the Services to conduct or pursue any illegal or immoral activity(ies);

4.9.3. Use the Services to conduct any activity that we regard (in our sole and absolute discretion) as offensive;

4.9.4. Attach anything to the walls or make any other alterations to the Designated Space or install any cables, lines or devices on or put any additional furniture into assigned location, in each case without HKSTP's prior written consent;

4.9.5. Take, copy or use any information or intellectual property belonging to other users of the Services or their guests;

4.9.6. Take, copy or use for any purpose the name of HKSTP or any of HKSTP's other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of HKSTP, without HKSTP's prior written consent.4.9.6. Make any copy, or lend, share or transfer any keys, key cards or other item used to gain physical access to specified area, without our prior written consent. If you do so without our prior written consent you and / or your organization will be liable for any losses caused to us;

4.9.6. Make any copy, or lend, share or transfer any keys, key cards or other item used to gain physical access to specified area, without our prior written consent. If you do so without our prior written consent you and / or your organization will be liable for any losses caused to us;

### **5. LIABILITY**

5.1 We do not in any way exclude or limit our liability for:

5.1.1. Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

5.1.2. Fraud or fraudulent misrepresentation; and

5.1.3. Any other liability which cannot be limited or excluded by applicable law.

5.2 Subject to Clause 5.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

5.2.1 Loss of profits;

5.2.2. Loss of sales or business;

5.2.3. Loss of agreement or contracts;

5.2.4 Loss of anticipated savings;

5.2.5. Loss of use or corruption of software, data or information;

5.2.6. Loss of damage to goodwill; or

5.2.7. Any indirect or consequential loss.

5.3. We shall not be in breach of any of these Terms or be liable for delay in performing, or failure to perform, any of the Services if such delay or failure result from events, circumstances or causes beyond HKSTP's reasonable control.

5.4. You acknowledge that we do not control and are not responsible for the actions of you and your guests. If a dispute arises between any of users of the Services we have no obligation to participate, mediate or indemnify any party.

5.5. You shall indemnify HKSTP from and against any and all claims, liabilities, and expenses including reasonable professional fees, resulting from any breach of this agreement, act or omission by you or your guests. You are responsible for the actions of and all damages caused, directly or indirectly, by all persons that you, your guests invite to enter Designated Area. We encourage you to maintain your own private insurance policies covering you and your guests for property loss and damage, injury to your guests in an amount appropriate to your business.

5.6 This Clause 5 shall survive termination or expiry of the booking period for the use of the Service.

### **6. OTHER IMPORTANT TERMS**

6.1 The whole Designated Area and everything contained therein (including all fixtures, fittings and equipment) other than your personal possessions, remain the property of HKSTP We are granting you the right to share with us the use of certain parts of the Designated Space for the use of the Services. Notwithstanding anything in these Terms to contrary, you acknowledge and agree that your relationship with HKSTP is not that of landlord-tenant or lessor-lessee and your booking for the use of the Services at the Designated Space shall in no way be construed as to grant you or guests any title, easement, lien, possession or related rights in specified area in it. The Terms and your use of the Services at the Designated Lab Space creates no security of tenure, tenancy interest, leasehold estate, or other real property interest.

6.2 The legally binding agreement that is created with upon HKSTP's acceptance of your booking request for the Services is an agreement that is solely between you and HKSTP and no other person has any rights to enforce any of these Terms.

6.3 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under this agreement and we may subcontract or delegate in any manner any or all of our obligations under this agreement to any third party or agent. You may not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under this agreement.

6.4 This agreement constitutes the entire agreement between you and HKSTP and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

6.5 All notices will be given via email, and will be effective on the first Business Day after being sent. This clause does not apply to the service of any proceedings or other agreements in any legal action. "Business Day" shall mean any day in Hong Kong on which banks are open for business.

6.6 Each clause of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses shall remain in full force and effect.

6.7 These Terms shall be governed by and construed in accordance with the laws of Hong Kong and the parties to these Terms shall submit to the exclusive jurisdiction of the courts of Hong Kong.

End of TERMS AND CONDITIONS