

THE CHINESE CHAMBER OF COMMERCE & INDUSTRY OF KUALA LUMPUR & SELANGOR (KLSCCCI) (No. 190 Selangor)

TERMS AND CONDITIONS FOR LETTING OF SENG PENG HALL

1. APPLICATION

1.1 This completed application form shall be forwarded to:

**KLSCCCI,
7TH FLOOR, WISMA CHINESE CHAMBER
258, JALAN AMPANG
50450 KUALA LUMPUR**

Tel: 03 - 4253 2135 Fax: 03 - 4253 2520

1.2 All application to let the Hall must reach the KLSCCCI secretariat at least thirty (30) days before the proposed date of letting. KLSCCCI reserves the right to approve or reject any application made.

2. INSPECTION

Inspection of the Hall and facilities can be arranged with KLSCCCI secretariat during the following office hours:

Mondays to Fridays -- 9:00 a.m. to 5:00 p.m.

Saturdays -- 9:00 a.m. to 1:00 p.m.

3. LETTING HOURS

Between 9:00 a.m. and 10:00 p.m.

4. CHARGES

4.1 The applicable rates are: -

(a) Letting of the Hall for Meeting/Seminar/Presentation:

(i) Non-Member Price:

For the first 4 hours (minimum): RM 4,000

For every subsequent hour or part thereof: RM 1,000

(ii) Member Price: RM 3,600

For every subsequent hour or part thereof: RM 900

(b) Letting of the Hall for preparation work carried out prior to the actual date / time of letting (from 9:00 a.m. to 5:00 p.m. only):

For each extra hour or any part thereof without air-conditioning: RM 100

For each hour or any part thereof with air-conditioning: RM 250

4.2 When KLSCCCI sent out Confirmation Letter to applicant, applicant should pay 10% deposit for letting hall payment. If applicant fails to pay the deposit, KLSCCCI reserves the right not to open the Seng Peng Hall for viewing/visit by applicant.

4.3 All charges shall be settled at least fourteen (14) days prior to the date of letting failing which KLSCCCI reserves the right to cancel the letting arrangement, forfeit the Down Payment, and shall be at liberty to let the Hall to other persons. If Applicant fails to pay full payment and security deposit fourteen (14) days prior to the function date, KLSCCCI reserves the right not to open the Seng Peng Hall for applicant to visit and do the decoration work.

- 4.4 The charges stipulated in 4.1(a) also include charges for the use of air-conditioning, sound system, stage lighting and general lighting facilities, tables and chairs.
- 4.5 A forfeitable and non-refundable down payment of 10% of the total letting charge (the Down Payment) shall be payable at the time of submission of the application form.
- 4.6 Members of the KLSCCCI are entitled to a 10% discount from the normal letting charges (exclude promotion rate).

5 SECURITY DEPOSIT

- 5.1 Upon confirmation of booking by KLSCCCI, an Applicant shall pay a security deposit of RM4,000.00 per day for the number of days or part thereof which the Applicant wishes to let the Hall at least fourteen (14) days prior to the proposed letting date failing which KLSCCCI reserves the right to cancel the letting arrangement and KLSCCCI shall be at liberty to let the Hall to other persons.
- 5.2 The security deposit does not form part of the letting charges.
- 5.3 In the event of any request for cancellation or change of the letting date by the Applicant, the Down Payment paid shall not be refunded, but the Security Deposit will be refunded. If the change of the date is approved by KLSCCCI, the Applicant shall apply by filling in a new application form and pay the necessary Down Payment, Rental Charge and Security Deposit fourteen (14) days before the new letting date.
- 5.4 The security deposit would be refunded without interest within thirty (30) days after the letting of the Hall subject to there being no damage to the Hall premises. KLSCCCI reserves the right to use the security deposit to make good any damage or undertake any replacement caused by the Licensee and refund whatever balance of the security deposit to the Licensee. If the security deposit is insufficient to pay for the repair charges, KLSCCCI reserves the right to forfeit the security deposit and the Licensee shall pay the balance of the repair charges.

6 FACILITIES

KLSCCCI will make available for use at the Hall, air-conditioning, sound system, stage lighting and general lighting facilities and such facilities shall be controlled and managed by technicians engaged by KLSCCCI. The use of these facilities shall be with prior approval of KLSCCCI. No items of these facilities or any other appliances, fixtures and fittings shall be moved / shifted without the prior written consent of KLSCCCI.

7 RULES TO BE COMPLIED WITH

- 7.1 The Licensee shall use the Hall in accordance with the purpose stated in his application and shall keep and maintain the Hall, its furnishing, all appliances and fixtures therein in good and proper order and condition.
- 7.2 The Licensee shall at his own costs and expenses procure all relevant approvals, consents and licences from the authorities concerned, to carry on the function and /or activities at the Hall and to comply strictly to all the terms, conditions and restrictions imposed in such approvals, consents and licences accordingly. The Licensee shall indemnify and keep indemnified KLSCCCI against all claims and losses arising from

- the Licensee's non-compliance of this provision.
- 7.3 The Licensee shall at his own expenses arrange the tables & chairs and decorate the Hall premises. Additional charge will be imposed if additional hours are required for the aforesaid purposes.
 - 7.4 The Licensee shall not carry on conduct or cause to be carried on or conducted any unlawful or immoral activities or any form of activities repugnant to public order and conduct at the Hall.
 - 7.5 The Licensee shall not drive in bolts, nails, tacks, adhesives or bills into wall or pillars of the Hall premises nor cause any placards or posters be fixed thereto. No flags, buntings, banner, emblems or other decorations of any kind shall be put at any part outside the premises without prior permission from KLSCCCI. If any of the decorations need to be displayed, the Licensee must submit a complete design for approval. If the display requires a licence from the relevant authorities the licensee shall apply accordingly to the relevant authorities and a copy of the licence must be submitted to KLSCCCI. The Licensee shall be responsible for the licence application at his own costs and expenses. The Licensee shall indemnify and keep indemnified KLSCCCI against all losses arising from non-compliance hereof.
 - 7.6 No additional lights or electrical power points shall be fixed without the prior consent of KLSCCCI. This is to avoid over-loading of power supply, which may result in power break down or accidents.
 - 7.7 The Licensee shall be responsible for his properties left at the Hall. KLSCCCI shall not be held responsible for the security of the Licensee's properties.
 - 7.8 The Licensee shall remove all packets, bottles, plastic containers, straws etc from the Hall immediately after using the Hall or else KLSCCCI reserves the right to undertake the cleaning of the Hall and the cleaning charges shall be borne by the Licensee.
 - 7.9 For activity to be held in the Hall, where licence / approval from the police or other authorities are required a copy of such licence shall be submitted on the eve of the conference. The Licensee shall be fully responsible for non-compliance thereof.
 - 7.10 The Licensee shall be responsible for all damage caused to the premises or the property at the Hall by participants or members of the public during the letting arrangement.
 - 7.11 The Licensee shall not transfer or assign his letting arrangement or sublet the Hall.
 - 7.12 The Licensee shall ensure that he maintains good order throughout the letting of the Hall. KLSCCCI may, if it thinks fit, engage the police or security personnel to preserve order during or after the event and the expenses incurred shall be borne by the Licensee.
 - 7.13 KLSCCCI reserves the right to terminate the use of the Hall if the Licensee do not comply with the terms and conditions of letting. KLSCCCI reserves the right to cancel the letting arrangement by giving verbal or written notice. All unutilized letting charges will be refunded to the Licensee without prejudice to the remedies by KLSCCCI against the Licensee for breach of the rules hereof.
 - 7.14 No food or refreshment shall be served and no smoking is permitted in the Hall.
 - 7.15 No memorial gathering, religious rites or funeral activities shall be held in the Hall.

7.16 KLSCCCI shall not be liable for any injury, loss or damage suffered by the participants or members of the public due to any cause whatsoever during the letting period.

7.17 KLSCCCI shall not be held responsible for any accident or damage suffered due to power failure, water leakage, fire, government restriction or force majeure which results in Hall being temporarily closed or the income of the Licensee in any way affected.

8 **INDEMNITY**

The Licensee shall indemnify KLSCCCI against all claims arising from accident, damage, injury, death, power failure, water cuts and force majeure in connection with the use of the Hall.

9 **NOTICES**

Any notice in writing from KLSCCCI shall be deemed to be sufficiently served, if it is sent by ordinary post or given by hand to the Applicant / Licensee's address given in the application form.

10 **AMENDMENT TO THE TERMS AND CONDITIONS**

KLSCCCI reserves the right to amend any of the above clauses without notifications. The Licensee shall not object to any changes made and KLSCCCI shall not be responsible for any inconvenience caused to indemnify the Licensee against any losses arising out of the amendments.

11 **DEFINITIONS**

In these rules the following words and expressions shall have the meaning assigned to them in the manner following: -

- (a) "Applicant" means the person who makes an application to KLSCCCI for approval to let the Hall;
- (b) "KLSCCCI" means The Chinese Chamber Of Commerce And Industry Of Kuala Lumpur And Selangor, its secretariat or management or such other person responsible for the management and letting out of the Hall; and
- (c) "Licensee" means a person who has received approval from KLSCCCI to let the Hall and who has made all relevant charges pertaining to such letting.