Terms and Conditions of Hire of Public Swimming Pools of the Leisure and Cultural Services Department of the Government of the Hong Kong Special Administrative Region (LCSD)

Booking Procedure

1. Applications for use of LCSD public swimming pools are processed in accordance with the current allocation guidelines.

Application Form

2. Requests for booking of public swimming pools must be made on the official application form at Annex A(i) / Annex A(ii). The application forms are obtainable from all LCSD public swimming pools. Prior to submission to the pool office, the application form shall be duly completed and signed by the applicant. The applicant shall submit relevant copies of valid instructor's certificate and other relevant supporting documents together with its application form to the pool office.

Successful Application

3. If an application is successful, LCSD will issue an approval letter ("Approval Letter") to the successful applicant ("Hirer"). The Approval Letter will set out the facilities to be hired by the Hirer and these terms and conditions of hire will be enclosed to the Approval Letter.

Entire Agreement

4. The Approval Letter issued by LCSD and countersigned by the Hirer and these terms and conditions of hire (collectively, the "Contract") constitute the whole agreement between LCSD and the Hirer in relation to the hire of the hired facilities. The Hirer acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by LCSD.

Payment of Hire Charges

5. Hire charges for use of swimming pool facilities are detailed at Annex B. For hiring LCSD swimming pool facilities at normal rates, the hirer (the organisation) must be non-profit-making in nature and the hired facilities are used for non-profit-making activities.

6. The Hirer shall pay the hire charges at the respective swimming pools to be hired within 14 days of the date of the Approval Letter, and in any event before the date of hire. Otherwise, the booking will be cancelled automatically.

Cancellation of Booking

7. LCSD may at any time cancel any booking without prior notice to the Hirer. In such cases, the hire charges will be refunded without interest to the Hirer.

8. The Hirer cannot cancel a booking and no refund of hire charges will be made after the hire charges are paid by the Hirer.

9. Notwithstanding Clause 8 above, the Hirer may cancel a booking if (a) LCSD is satisfied that the cancellation is caused by factors beyond the Hirer's control or through no fault of the Hirer and (b) the Hirer gives notice of such cancellation with justifiable reasons to the appropriate booking offices more than 14 days prior to the date of use. In such cases, the hire charges will be refunded without interest to the Hirer. Refund will be arranged as soon as practicable upon receipt of notice from the Hirer by LCSD.

10. Without prejudice to the generality of Clause 7 above, the officer-in-charge of a swimming pool may at his/her absolute discretion cancel any booking without prior notice to the Hirer due to typhoon or other unforeseeable circumstances. In such cases, a mutually agreeable alternative date for hire will be arranged, failing which, the hire charges will be refunded without interest to the Hirer. Refund will be arranged as soon as practicable after the failure of the parties to agree on a mutually agreeable alternative date for hire.

Swimming Gala

11. At least 14 days before the date of use of the hired facilities for the purpose of holding a swimming gala, the Hirer shall send to the booking office for examination and approval a detailed swimming programme together with the provided layout plan of the swimming pool on which the Hirer shall mark out in detail all life-saving arrangements.

12. If LCSD accepts the swimming programme submitted by the Hirer, it will notify the Hirer of its approval in writing.

13. The Hirer shall contact the officer-in-charge of the swimming pool at least three working days before the date of use to work out the life-saving arrangements for the events.

Spectator Stand

14. The spectator stand of the main pool may be used by the Hirer during the period of hire.

15. The Hirer shall not impose admission charges except with the prior written approval of LCSD.

16. If the Hirer admits general public to the swimming pool during the period of hire for viewing and participating in entertainment programmes, the Hirer shall secure, obtain and maintain all governmental authorisations, approvals, permits and/or licences which may be required or necessary in connection with the admission (which may include a licence to be issued by the relevant authority in accordance with regulation 162 of the Places of Public Entertainment Regulations (Cap. 172A)).

Security, Safety and Hygiene

17. The Hirer shall provide sufficient attendants and stewards to supervise and ensure the safety and orderly conduct of all persons in the swimming pool during the period of hire. The Hirer shall follow the advice and/or directions of the government representatives regarding the control of the swimming pool and its precinct if spectators are to be admitted in the swimming pool during the period of hire.

18. The Hirer shall be responsible for the conduct and safety of the people participating in the activity organised by the Hirer in the hired facilities ("Participants"). The Hirer must ensure that the [Participants] leave the pool complex immediately after the hired period. Should any one of the [Participants] stay and use the pool facility after the hired period, the Hirer will be deemed to have violated the Contract.

19. The Hirer must ensure that the [Participants] use only the hired facilities. Should any one of the [Participants] use swimming areas other than the hired facilities, the Hirer will be deemed to have violated the Contract.

20. The Hirer shall be responsible for the discipline of the [Participants]. The [Participants] who attend training courses organised by the Hirer shall wear caps or any identifier as agreed between the pool management and the Hirer for easy identification. Should any one of such [Participants] fail to wear the agreed identifier, the coach / instructor of the Hirer must provide a spare identifier for the [Participant] concerned; otherwise the Hirer will be deemed to have violated the Contract.

21. Two LCSD lifeguards will be on duty in the swimming pool complex during sessional breaks when members of the public are excluded from the swimming pool complex to deal with emergency situations. In addition, the coach / instructor of the Hirer shall be the holder of recognisable coaching qualifications and valid life-saving qualification. He/she shall be responsible for the safety and discipline of the Participants.

22. Outdoor shoes and socks are not allowed on the pool deck area. The Hirer must ensure that all Participants do not enter the pool deck area with outdoor shoes and socks. However, upon the application of the Hirer 14 days in advance, the officer-in-charge of the swimming pool may at his/her absolute discretion permit a limited number of persons to enter the pool deck area with their outdoor shoes and socks provided that such persons must wear shoe caps to cover their outdoor shoes and socks before entering the pool deck area.

23. Non-swimmers and novices are not allowed to participate in any event in the main pool at depth exceeding 1.5 metres.

24. Training classes for novices and non-swimmers are not allowed to be conducted at a water level higher than the learners' breast height and in any case not deeper than 1.2 metres in the secondary pool.

25. The Hirer shall not permit the sale of food, drink and/or refreshments in the swimming pool complex during the period of hire.

26. The Hirer shall not make any alteration to the structure of the swimming pool and shall not erect any temporary structure without first obtaining the written prior approval of LCSD.

27. The Hirer shall pay to LCSD the cost of making good any damage caused to the swimming pool, or any equipment, fixtures, fittings, furniture or other property therein during the period of hire.

28. The Hirer shall at all times ensure unimpeded access to the swimming pools by staff of LCSD and shall comply with all directions and instructions given by the pool management including those displayed at the swimming pool.

29. All Hirers conducting underwater activities shall comply with the Dangerous Goods Ordinance (Cap. 295) and its subsidiary legislation in conveyance of and when using compressed gas.

Vacating Premises

30. The Hirer shall vacate the swimming pool at the end of the period of hire, upon termination of the Contract or termination of use of the swimming pool by LCSD. If the Hirer fails to do so, LCSD may impose additional hire charges at the current rates specified in respect of any session or part of any session the Hirer occupies the swimming pool after the original period of hire.

31. If any person fails to comply with these terms and conditions of hire, LCSD is entitled to cancel any confirmed booking and/or terminate the use of the swimming pool immediately without compensation. The Hirer shall vacate the swimming pool immediately under such circumstances. The booking will be cancelled automatically and any paid fees will be forfeited.

Liability and Indemnities

32. (a) LCSD and its employees or agents shall not be under any liability whatsoever for or in respect of:

(i) any loss of or damage to any of the Hirer's property or that of its employees, agents or Participants however caused (whether by any negligence of LCSD or any of its employees or agents or otherwise); and

(ii) any injury to or death of any of the Hirer's employees, agents or Participants, save and except any such injury or death caused by the negligence of LCSD or any of its employees or agents.

(b) The Hirer shall indemnify LCSD and its employees and agents (each an "Indemnified Person") against:

(i) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against an Indemnified Person ("Claims"); and

(ii) any and all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other awards, costs, payments, charges and expenses and any loss or damage sustained by or any injury to or death of any person in consequence of any negligence of the Hirer or any of its employees, agents or Participants) which an Indemnified Person may pay or incur as a result of or in relation to any Claims,

which in any case arise directly or indirectly in connection with, out of or in relation to:

(A) the performance or breach of any provisions of the Contract by the Hirer, its employees or agents;

(B) the negligence, recklessness, tortious acts or wilful omission of the Hirer, its employees, agents or Participants;

(C) any default, unauthorised act or wilful misconduct of the Hirer, its employees, agents or Participants; or

(D) the non-compliance by the Hirer, its employees, agents or Participants with any applicable law, regulation, order or requirement of any government agency or authority.

(c) The Hirer shall indemnify LCSD against any loss of or damage to any property of LCSD or of any of its employees or agents or any injury to or death of any employee or agent of LCSD arising out of the negligence of the Hirer or any of its employees, agents or Participants.

(d) In the event of any person suffering any injury or death in the course of or arising out of the hire and whether there be a claim for compensation or not, the Hirer shall verbally inform LCSD of such injury or death as early as practicable and give notice in writing of such injury or death to LCSD within 7 clear working days.

(e) The Hirer shall immediately report to the duty officer-in-charge any accident occurring at the swimming pool during the period of hire.

(f) For the purposes of this clause "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).

(g) The indemnity under Clause 32 shall not apply to any injury or death caused by the negligence of an Indemnified Person.

(h) The indemnities, payment and compensation given in pursuance of the Contract by the Hirer shall not be affected or reduced by reason of any failure or omission of LCSD in enforcing any of the terms and conditions of the Contract.

Admission

33. The Hirer using the swimming pool for training and examination purposes will be admitted 15 minutes before the commencement of the hiring time subject to the production of proof of identity as well as the Approval Letter, provided that its admission will not cause any interference to the operation of the pool. The Hirer using the swimming pool for any approved purpose other than training and examination will be admitted within the period of the hired session subject to the production of proof of identity as well as the Approval Letter. If the Hirer fails to take up the swimming pool facilities within 15 minutes [after] the commencement of the hiring time, LCSD may release the swimming pool facilities immediately to the public for use without giving prior notice to the Hirer and no refund of the hire charges will be made to the Hirer.

34. The Hirer shall abide by the Public Swimming Pools Regulation (Cap. 132BR) (the "Regulation").

Compliance with Law and Safeguarding of National Security

35. (a) The Hirer shall comply with, and ensure that each of their Related Person(s) shall comply with, all laws applicable to Hong Kong.

(b) The hirer or the user and each of their Related Person(s) shall not engage or be involved in any act or activity which in any way relates to the Contract and which:

(i) contravenes any National Security Laws;
(ii) constitutes or causes the occurrence of an offence endangering national security;
(iii) in the reasonable opinion of LCSD, is likely to constitute or cause the occurrence of an offence endangering national security; or

(iv) in the reasonable opinion of LCSD, is or would be contrary to the interests of national security or the public interest of Hong Kong.

(c) For the purpose of Clauses 35(b) and 36(b):

(i) "national security" has the meaning given under the Safeguarding National Security Ordinance (6 of 2024);

(ii) "National Security Laws" means all laws and legislation relating to safeguarding of national security which are from time to time in force in or applicable to Hong Kong, including the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region as applied in Hong Kong under the Promulgation of National Law 2020 (L.N. 136 of 2020) and the Safeguarding National Security Ordinance;

(iii) "offence endangering national security" has the meaning given under the Safeguarding National Security Ordinance;

(iv) "Related Person" of the hirer/user means

(A) any person who is involved directly or indirectly and in any manner in the hiring or using of the relevant facilities and who is:

(1) In the case if the hirer/user is a limited company, a shareholder, director, member, employee, agent or contractor of the company;

(2) in the case if the hirer/user a company limited by guarantee, a member, director, officer, employee, agent or contractor of the company; and

(3) in all other cases (including that if the hirer/user is an unincorporated entity), a partner, member, officer, employee, agent or contractor of the entity; and

(B) any person admitted to the venue or facility by the hirer/user;

(v) for the avoidance of doubt, each of the expressions "engage" and "involve" and its variants includes the act of aiding, abetting, counselling, inciting, promoting and procuring another person to perform or not to perform an act or a matter; and

(vi) a determination by LCSD as to whether any of the circumstances described in Clauses 35(b)(iii), 35(b)(iv) and 36(b) have arisen shall be final, conclusive and binding on the hirer/user.

36. Without prejudice to any other rights of LCSD and notwithstanding anything to the contrary herein , LCSD reserves the right to terminate the Contract and/or cancel any booking and/or terminate the use of the venue or the facility immediately without compensation on any of the following grounds:

(a) breach of Clause 35 above; and

(b) in the reasonable opinion of LCSD, the use of the venue or the facility by the hirer/user and/or its Related Person(s) is or would be contrary to the interests of national security or the public interest of Hong Kong.

37. LCSD may at its absolute discretion restrict the number of swimmers and/or spectators entering the swimming pool precinct or refuse entry to the swimming pools upon health grounds and/or impose further conditions for use of the swimming pool.

38. The capacity of the pools/lanes for blocking bookings is as follows :

Facilities (per hour)	**Capacity**	
	Upper Limit	**Lower Limit**
50-metre pool	to be agreed	N.A.
Diving pool	40 (when used for purpose other than springboard/highboard diving)	N.A.
Teaching/Training Pool	50	N.A.
25-metre pool lane	12	4
50-metre pool lane	25	6
Children pool at Kowloon Tsai Swimming Pool (½ pool)	50	N.A.

39. The number of [Participants] using the water area of the hired facilities shall fall within the upper and lower limit of that facility, where applicable. Should the Hirer fail to give a reason acceptable to LCSD when the total number of [Participants] falls below the lower limit of the hired facility, LCSD reserves the right to release the hired facility immediately to the public for use without giving prior notice to the Hirer and no refund of hire charges will be made to the Hirer.

Non-transferability of Booking

40. The Hirer shall not assign, transfer or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract to any individual, firm, body corporate or unincorporated (wherever established or incorporated). If there is the need for any hirer to appoint an agent in relation to any hired facility, the appointing arrangement shall be made through formal procedures with details put in writing, including details such as the period of appointment, scope of work for the appointment, person in charge, reporting and taking out of insurance, etc.

41. If the Hirer appoints any agent to act on its behalf in relation to any hired facility, the Hirer shall procure and ensure the agent to return all income generated from the activities organised at the hired facility to the Hirer. All income generated from and all expenditure incurred for such activities shall be reflected in the Hirer's audited accounts or statement of accounts certified by a certified public accountant.

Unauthorised Commercial Activity

42. If the application of the Hirer (general priority user) is made on a profit-making basis, the Hirer may use the hired facilities for any non profit-making purpose. In such cases, LCSD will not make any refund of the hire charges to the Hirer.

43. Designated Priority user shall be a non-profit-making organisation and the hired swimming pool facilities are used for non-profit-making activities. If the application of the Hirer (designated priority user / general priority user) is made on a non profit-making basis, the Hirer shall not use the hired facilities for any profit-making purpose.

44. The Hirer shall only apply the income of a non profit-making activity for the activity itself. Any surplus shall be reserved for the promotion of the sports by the Hirer. No income of any non profit-making activity organised by the Hirer at any hired facility shall be paid or transferred directly or indirectly to any individual, firm, body corporate or unincorporated (wherever established or incorporated) including any member of the Hirer.

45. The Hirer shall, upon request of LCSD, submit to LCSD its audited accounts or statement of accounts certified by a certified public accountant and any other information requested by LCSD.

Hirer's Warranty, Representation and Undertaking

46. The Hirer warrants, represents and undertakes that all information supplied and statements and representations made by or on behalf of the Hirer in or in relation to its application for the hire of the swimming pools are true, accurate and complete. Should any information supplied or any statement or representation made by or on behalf of the Hirer in or in relation to its application for the hire of the swimming pools are untrue, inaccurate or incomplete, the Hirer will be deemed to have violated the Contract.

Violation of the Contract

47. The Hirer shall observe the terms and conditions of the Contract and abide by the Regulation.

48. If the Hirer breaches Clause 40, 42, 43 or 45 above, without prejudice to any rights and remedies to which LCSD may be entitled at law or in equity, LCSD will suspend the booking priority to which the Hirer is entitled for the next school year (in the case of schools) or for 3 months commencing from the date specified in the notification letter issued by LCSD to the Hirer (in the case of other organisations). LCSD also reserves the right to refuse the Hirer from using any hired facility or cancel any confirmed bookings during the 3-month period commencing from the date specified in the notification letter issued by LCSD to the Hirer. In such cases, no refund of hire charges will be made to the Hirer.

49. Without prejudice to Clause 47 above and any rights and remedies to which LCSD may be entitled at law or in equity, if the Hirer fails to observe any other terms and conditions of the Contract or violate any provisions in the Regulation, LCSD may suspend the booking priority to which the Hirer is entitled for the next school year (in the case of schools) or for 3 months commencing from the date specified in the notification letter issued by LCSD to the Hirer (in the case of other organisations). LCSD also reserves the right to refuse the Hirer from using any hired facility or cancel any confirmed bookings during the 3-month period commencing from the date specified in the notification letter issued by LCSD to the Hirer. In such cases, no refund of hire charges will be made to the Hirer.

50. Without prejudice to any other rights of LCSD and notwithstanding anything to the contrary in the Clauses herein, LCSD reserves the right to terminate the Contract and/or cancel any booking and/or terminate the use of the swimming pool immediately without compensation on any of the following grounds:

(a) breach of Clause 35 above; and

(b) in the reasonable opinion of LCSD, the use of the swimming pool by the Hirer and/or its Related Person(s) is or would be contrary to the interests of national security or the public interest of Hong Kong.

Governing Law

51. The Contract shall be governed by and construed in accordance with the laws of Hong Kong and LCSD and the Hirer hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

Contracts (Rights of Third Parties) Ordinance

52. LCSD and the Hirer hereby declare that nothing in the Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

53. The hirer is required to observe and comply with the National Anthem Ordinance (Instrument A405) should the function involve the playing or singing of the national anthem. The hirer is also requested to inform the venue management of any playing or singing of the national anthem in the events in advance. For details, please visit: https://www.elegislation.gov.hk/hk/A405.
The standard score and the official recording of the national anthem can be found on the website of the Constitutional and Mainland Affairs Bureau:
https://www.cmab.gov.hk/en/issues/national_anthem.htm

54. In accordance with the National Flag and National Emblem Ordinance (Instrument A401) and the Regional Flag and Regional Emblem Ordinance (Instrument A602), the hirer who would like to display, use or raise the national/regional flags and/or national/regional emblems during the hire period shall ensure that their designs are in compliance with the specifications set out in the respective Ordinances and make prior written applications to the Deputy Director of Administration
(Email: flags&emblems@cso.gov.hk or Fax: 2804 6552). The processing time required varies and it takes about 3 to 4 weeks in general. For details, please visit:

https://www.elegislation.gov.hk/hk/capA401
(National Flag and National Emblem Ordinance)

https://www.elegislation.gov.hk/hk/capA602
(Regional Flag and Regional Emblem Ordinance)

Waiver

55. No failure, delay, forbearance or indulgence by any party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each party under the Contract shall

be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

56. Without prejudice to the generality of Clause 52 above, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon LCSD under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which LCSD may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by LCSD of any other right, power or remedy.

Severability

57. If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

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April 2013
May 2019
November 2020
January 2026
October 2026