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**PENFOLD PARK**  
**RULES**

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**[JULY / 2024]**

## ARTICLE I – PRELIMINARY

### Section 1 – Commencement

- 1.1 These Rules come into operation on 15 July 2024.

### Section 2 – Application

- 2.1 Unless otherwise expressly provided in these Rules, these Rules shall apply to the entire Penfold Park. Terms of Use may also apply to any particular part of Penfold Park and, in the case of any inconsistency between any applicable Terms of Use and these Rules, the Terms of Use shall prevail.
- 2.2 These Rules do not apply to the Club, the Facility Manager and (unless the circumstances otherwise require or unless otherwise directed by the Club) the Authorised Persons.

### Section 3 – Definitions and Interpretation

- 3.1 In these Rules, unless the context otherwise requires:

“**Authorised Person**” means any person authorised by the Club and (where applicable) the Facility Manager to enforce, or otherwise perform and exercise all or any of the functions, rights and powers of the Club under, these Rules which, unless the context otherwise requires, includes any person referred to in Section 3.5 who is on duty in Penfold Park;

“**Closed Area**” shall have the meaning given to it under Section 6.1;

“**Club**” means The Hong Kong Jockey Club;

“**Emergency Vehicle**” means a vehicle driven by:

- (a) a person who is a police officer acting in the course of his or her duties as a police officer;
- (b) a member of the ambulance service rendering or providing transport for sick or injured persons;
- (c) a member of a fire brigade providing transport in the course of an emergency; or
- (d) an authorised person acting in the course of his or her duties as an Authorised Person;

“**Facility Manager**” means the person from time to time appointed by the Club as the manager of Penfold Park;

“**Penfold Park**” means the park located at the central portion of Sha Tin

Racecourse under the management of the Club;

“**Specific Use Area**” shall have the meaning given to it under Section 8.1;

“**Terms of Use**” means any terms, conditions, rules, procedures, circulars, instructions and/or directions relating to the availability of or the access to, or the use or operation of, any part of Penfold Park and/or the services or facilities therein or thereto, issued from time to time by the Club, of which notice has been given by the Club pursuant to Section 3.6; and

“**Vehicle**” means any vehicle whether or not mechanically propelled and, unless the context otherwise requires, includes a truck, car, bicycle, tricycle, scooter, skate board, roller skate and other means of transport of persons, animals, articles or objects for use on land.

3.2 In these Rules, unless the context requires otherwise, any reference:

- (a) to a **person** includes an individual or a body corporate, a partnership, any other unincorporated body or association of persons and any state or state agency;
- (b) to “**the Club**” includes its successors and assigns;
- (c) to any **rights, powers, authorities and discretions** exercisable by the Club under these Rules shall include the exercise of such rights, powers, authorities and discretions by (where applicable) the Facility Manager or an Authorised Person;
- (d) to “**Penfold Park**”, “**Closed Area**” and “**Specific Use Area**” and any specific areas defined and/or referred to in these Rules includes any part of them;
- (e) to **Penfold Park** includes all land and buildings from time to time comprised in Penfold Park together with any adjoining or neighbouring premises in which the Club may at any time have an interest and which the Club has elected to include as part of Penfold Park;
- (f) to **consent** includes any other form of licence, permission, approval or authorisation;
- (g) to any **consent of the Club** required under these Rules, such consent:
  - (i) shall be in writing; and
  - (ii) may, in the sole and absolute discretion of the Club, be withheld or granted upon such terms and conditions as the Club may impose; and
- (h) to these “**Rules**” includes the Terms of Use, and is a reference to these

Rules as in force for the time being or from time to time as amended or supplemented by the Club.

- 3.3 In these Rules, unless the context otherwise requires:
- (a) words importing the plural include the singular and vice versa;
  - (b) words importing a gender include every gender;
  - (c) the words “**other**”, “**including**” and “**in particular**” do not limit the generality of any preceding words and are not to be construed as being limited to the same class of preceding words where a wider construction is possible; and
  - (d) an agreement or obligation not to do an act or thing shall include an agreement or obligation not to permit or allow or suffer such act or thing to be done by another person.
- 3.4 Upon delegation of any of its rights, powers, authorities and discretions provided in or reserved under these Rules by the Club, the Facility Manager and the Authorised Person may exercise such rights, powers, authorities and discretions for and on behalf of the Club concurrently with the Club.
- 3.5 The Club and (where applicable) the Facility Manager may employ or appoint any person to assist them with the supervision and control of the persons within, and the general management and administration of, Penfold Park.
- 3.6 Notice of Terms of Use shall be deemed duly given by the Club:
- (a) (where the relevant Terms of Use are applicable to all persons using Penfold Park or any particular part of Penfold Park) by displaying the notice publicly at Penfold Park or (as the case may be) the relevant part of Penfold Park or otherwise reasonably notifying persons using Penfold Park or any part thereof; or
  - (b) (where the relevant Terms of Use are applicable to a particular person providing or operating a service in Penfold Park or any person of a particular class or description) by serving the notice on the relevant person.

## **ARTICLE II – ADMISSION AND ACCESS**

### **Section 4 – Conditions of admission**

- 4.1 Every person while in Penfold Park shall observe and comply with:
- (a) these Rules;

- (b) any relevant Terms of Use; and
  - (c) all signs, notices, indicators and other directions erected or displayed by the Club, and all directions and instructions of the Club or any Authorised Person given for the purpose of the management or maintenance of Penfold Park, public safety or order or for any other purpose.
- 4.2 Admission to Penfold Park and any part thereof and the use of any of the services and facilities therein shall be subject to these Rules and the Terms of Use relating to Penfold Park and such area, building, service and facility and any other terms and conditions which the Club may impose from time to time.
- 4.3 Penfold Park is open to the public between the hours and on the days which the Club may specify by notice posted on an official notice board of Penfold Park or as prescribed by the Club from time to time.
- 4.4 The Club may from time to time, without prior notice, change the opening hours of Penfold Park or any part thereof, close Penfold Park or any part thereof temporarily, restrict or limit the number of persons having access to Penfold Park or any part thereof and using any of the services and facilities therein whether due to capacity or inclement weather or special event or any other circumstances as the Club may consider appropriate or necessary.
- 4.5 No person shall enter or exit Penfold Park except through entrances and exits marked and designated by the Club and in accordance with the conditions of entry and exit prescribed by the Club from time to time.
- 4.6 The Club may close any entrance to or exit from Penfold Park without prior notice.
- 4.7 A person must not enter or remain in Penfold Park during any period when Penfold Park is closed to the public unless authorised by the Club.
- 4.8 For safety, security or other legitimate reasons as may be determined by the Club, the Facility Manager and/or an Authorised Person, all persons, bags, clothing and other items may be subject to screening and security checks at the entrance of Penfold Park and/or in such other areas in Penfold Park as designated by the Club from time to time.
- 4.9 Except with the prior consent of the Club, persons in Penfold Park who are under the age of 12 years shall be accompanied by a person of at least 18 years of age who is responsible for the activities of the young person.
- 4.10 An Authorised Person may refuse any person under the age of 12 to enter Penfold Park if such person is not accompanied by a person who has attained the age of 18.
- 4.11 If an Authorised Person reasonably suspects that there is any breach of Section

4.9, the Authorised Person may request the relevant person to produce proof of his age. In the absence of proof of age of any person, the age of that person as determined by the Authorised Person in his absolute discretion shall be that person's age for the purpose of these Rules.

## **Section 5 – Admission**

5.1 The Club may at any time upon reasonable grounds:

- (a) refuse to admit to, or request the leaving of or removal from, Penfold Park; or
- (b) request the moving from one particular place within Penfold Park to another place,

any person, animal, Vehicle, article or object. In case of any dispute, the Club's decision shall be final, conclusive and binding for the purpose of these Rules.

5.2 No person shall:

- (a) continue to remain or stay in Penfold Park; or
- (b) fail or refuse to remove or move any animal, Vehicle, article or object from Penfold Park,

where admission of that person, animal, Vehicle, article or object is refused or a request to leave, remove or move therefrom is made pursuant to these Rules.

## **Section 6 – Closure**

6.1 The Club may at any time close any part of Penfold Park to the public (the “**Closed Area**”) by displaying a notice prominently on or adjacent to the Closed Area and/or by blocking any entrance to or exit from the Closed Area and/or by whatever means as the Club may think fit, if the Club, in its absolute discretion, considers it to be expedient or necessary for the purpose of:

- (a) inclement weather, emergency situations and public safety;
- (b) carrying out of building or any other works;
- (c) crowd control or direction;
- (d) an event, exhibition or performance;
- (e) the general operation, management and administration of Penfold Park;

or for any other purposes as the Club shall think fit.

6.2 Unless authorised by the Club, no person shall:

- (a) enter, continue to remain or stay in the Closed Area; or
- (b) fail or refuse to remove or move any animal, Vehicle, article or object in his control from the Closed Area,

where admission of that person, animal, Vehicle, article or object is restricted, refused or a request to leave, remove or move therefrom is made pursuant to these Rules.

### **Section 7 – Admission, programme and activity charges**

- 7.1 The Club may set a fee for entry into a specific part of Penfold Park or a charge for any programme or activity within Penfold Park by posting a notice on an official notice board at the entrance to Penfold Park and at the entrance to that specified part of Penfold Park.
- 7.2 Any person entering a part of Penfold Park which is subject to an entrance fee or programme or activity charge is required to pay the prescribed fee or charge before entry or engaging in the relevant programme or activity.

### **Section 8 – Specific Use Area**

- 8.1 The Club may at any time delineate or set aside a part of Penfold Park (the “**Specific Use Area**”) for any particular services, facilities, use, programme or activity by displaying a notice prominently on or adjacent to the Specific Use Area and/or otherwise reasonably notifying persons using the Specific Use Area and/or erecting fences or other boundaries around the Specific Use Area as considered necessary.
- 8.2 The Club may prescribe the Terms of Use for the Specific Use Area to regulate the conditions for entry to the Specific Use Area, the conduct of the persons in the Specific Use Area, the use of any service and facilities therein and the purpose for which the Specific Use Area can be used.
- 8.3 Any person entering into and using the Specific Use Area and participating in the programme or activity for which Specific Use Area is set aside must not undertake any activity other than the activity for which the Specific Use Area is set aside and shall duly comply with the Terms of Use for that Specific Use Area.

## **ARTICLE III – PUBLIC ORDER AND CONDUCT**

### **Section 9 – Attire**

- 9.1 All persons in Penfold Park shall be fully attired, including footwear, and in a presentable condition at all times.

## **Section 10– Fire**

- 10.1 No person shall:
- (a) cause an outbreak of fire or any fire hazards; or
  - (b) light any naked flame at any place within Penfold Park except with the prior consent of the Club; or
  - (c) light, or use any fire, or be a member of a group which uses a fire whether or not it was lit by a person.
- 10.2 No person shall light bonfires on Penfold Park for the burning of debris or other materials or for any other purposes whatsoever.
- 10.3 No person shall:
- (a) melt or burn wax or paper; or
  - (b) light or use any fire, barbecue or other appliance, or self-heating product, to cook or heat food in Penfold Park.
- 10.4 No person shall, without the prior consent of the Club, bring into Penfold Park any dangerous goods or explosives as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295) and any regulations made thereunder and any amending legislation.

## **Section 11 – Smoking**

- 11.1 Smoking is strictly prohibited in Penfold Park. No person shall smoke nor carry a lighted cigarette, cigar, pipe, electronic cigarette or other heated tobacco device in Penfold Park.
- 11.2 All persons shall co-operate fully with the Club, the Facility Manager and the Authorised Persons, and shall obey and comply with all rules, regulations, instructions and directions made or given by the Club, the Facility Manager and/or (as the case may be) any Authorised Person to avoid or remedy any breach or attempted breach of this Section.
- 11.3 An Authorised Person may, in respect of any person who has committed a breach, or is reasonably suspected of having committed or attempting to commit a breach, of this Section:
- (a) require the person to extinguish the lighted cigarette, cigar or pipe or cease using the electronic cigarette or other heated tobacco device; and
  - (b) where the person fails to extinguish the lighted cigarette, cigar or pipe, or cease using the electronic cigarette or other heated tobacco device, require him to immediately leave Penfold Park.



## **Section 12 – Jogging and other sporting activities**

12.1 No person shall jog or undertake sporting activities in Penfold Park.

## **Section 13 – Nuisance and annoyance**

13.1 No person in Penfold Park shall:

- (a) shout or use any threatening, abusive, obscene or offensive language;
- (b) behave in a riotous, disorderly, indecent, disruptive or offensive manner;
- (c) conduct himself in any manner so as to cause nuisance, annoyance or danger to other persons;
- (d) make any noise which is so loud or so continuous or repeated as to give reasonable cause for annoyance to other persons; or
- (e) engage in any activity which is unsafe or illegal or may impede the operation of Penfold Park or may endanger the persons or properties in Penfold Park.

13.2 No person in Penfold Park shall, without the prior consent of the Club:

- (a) use a loudspeaker or other public address equipment;
- (b) play a musical instrument or sing; or
- (c) play or use any device or apparatus capable of producing or reproducing music or sound, or play any musical instrument, at a volume which will cause or likely to cause nuisance or annoyance to other persons.

13.3 No person shall, without reasonable cause, put his feet or lie down on a seat or bench in Penfold Park.

13.4 No person shall, without reasonable cause, lie down in any buildings, facilities or on any paths in Penfold Park.

13.5 (a) The Club and the Authorised Person may establish queues in Penfold Park for the purpose of regulating the access to services and facilities provided in Penfold Park and for any other purposes as the Club shall think fit.

(b) No person shall bump into, push or move ahead of others in queues.

(c) Every person desirous of availing himself of any such service or facility described in sub-section (a) above shall:

- (i) take up position in the rear of such queues established pursuant to sub-section (a) and move forward in an orderly manner; and
  - (ii) follow and obey the instructions of the Club and the Authorised Person regulating such queues.
- 13.6 No person shall fly a kite, quadricopter, drone, model aircraft, untethered balloon or other similar device or object in Penfold Park.
- 13.7 No person shall throw any boomerang or frisbee or other similar device in Penfold Park.
- 13.8 No person shall throw a stone or missile, or discharge any missile or shoot with any gun, airgun, water gun, bow and arrow or catapult or other device or object in Penfold Park.
- 13.9
  - (a) No person shall play ball games in Penfold Park except in any area designated for such purpose.
  - (b) No person shall operate any wireless or remote-controlled toys or devices in Penfold Park.
- 13.10 No person shall, without the prior consent of the Club, deliver a public speech, public lecture or public sermon in Penfold Park.
- 13.11 No person shall, without the prior consent of the Club, conduct, take part or enter into an assembly or any public discussion, public debate, public meeting or public procession in Penfold Park.
- 13.12 No person shall bring into or use in Penfold Park any article or object which the Club determines may be harmful or disruptive or illegal or may impede the operation of Penfold Park or the Club and the services and facilities therein or in Sha Tin Racecourse or may endanger the persons or properties in Penfold Park or Sha Tin Racecourse, whose determination shall be final, conclusive and binding.
- 13.13 An Authorised Person may require any person who has committed a breach of this Section, or is reasonably suspected of having committed or attempting to commit a breach of this Section, to leave Penfold Park.
- 13.14 The Club has the right to require the cessation of any activity conducted upon Penfold Park (whether or not such activity has previously been permitted by the Club) if the Club considers that the pursuit or patronage of such activity causes or is likely to cause danger, nuisance or annoyance to any other persons or any damage to Penfold Park or Sha Tin Racecourse.

#### **Section 14 – Obstruction**

- 14.1 No person shall:

- (a) obstruct, disturb, hinder or interfere with:
  - (i) the proper use of Penfold Park by any other person; or
  - (ii) any Authorised Person in the execution of his duty, in the exercise of any powers conferred on him by these Rules or the Terms of Use, or in the performance of their work; or
  - (iii) the exercise of any rights and powers of the Club or the Facility Manager under these Rules or otherwise in relation to Penfold Park and any service or facility therein; or
- (b) place any article or object in Penfold Park in such a way that may cause obstruction or restriction to movement of persons or Vehicles; or
- (c) use in Penfold Park any barrow, cart, trolley or luggage and other means of carrying articles or objects in such a way that may cause obstruction or restriction to movement of persons or Vehicles.

14.2 No person shall obstruct or lock, or cause to be obstructed or locked, any of the emergency exits of any buildings or Penfold Park or leave the smoke control doors in any building open.

### **Section 15 – Trespass and Loitering**

- 15.1 No person shall climb or jump on or over any wall, fence, barrier, railing, turnstile, post, tree or similar structure in or enclosing Penfold Park.
- 15.2 No person shall loiter in Penfold Park. An Authorised Person may request a person to leave Penfold Park or any particular part thereof if that person is loitering, or is reasonably suspected of loitering, in any part of Penfold Park without reasonable cause.
- 15.3 No person shall continue to remain in Penfold Park or any particular part thereof after having been requested by an Authorised Person to leave Penfold Park or (as the case may be) such part thereof.

### **Section 16 – Erection of structures**

- 16.1 No person shall, except with the prior consent of the Club, occupy or settle on any site or space or put up any structures within Penfold Park.
- 16.2 No person shall hang, spread or deposit any linen for drying or bleaching within Penfold Park.
- 16.3 No person shall, except with the prior consent of the Club, camp out or erect a tent, shelter, tarp or any other structure.

### **Section 17 – Littering, spitting or other unhygienic conducts**

- 17.1 No person shall drop or leave litter other than in a receptacle designed or provided for such purpose.
- 17.2 No person shall sort rags, bones, refuse or other similar matter within Penfold Park.
- 17.3 No person shall spit, urinate, defecate or perform any unhygienic conduct except in a receptacle or other facilities designed or provided for such purpose.
- 17.4 No person shall undertake personal care functions, including but not limited to hair cutting and dyeing, nail grooming and painting, within Penfold Park.

### **Section 18 – Dumping**

- 18.1 No person shall, without the prior consent of the Club, dump, abandon or leave behind any Vehicles, equipment, construction debris, waste matter, rubbish, refuse or unwanted articles of any kind on any part of Penfold Park.
- 18.2 The Club may, without any notice to the owner thereof, remove and dispose of any such Vehicles, equipment, construction debris, waste matter, rubbish, refuse or unwanted articles abandoned or left on any part of Penfold Park in breach of Section 18.1 in such manner and at such time as the Club sees fit.
- 18.3 The Club shall incur no liability whatsoever to any person for any removal or disposal made pursuant to Section 18.2. No claim for damages or compensation shall be brought against the Club by any person in respect of the same.

### **Section 19 – Hawking, touting and etc.**

- 19.1 No person shall, without the prior consent of the Club,
  - (a) carry on any business;
  - (b) carry on any activity as a hawker;
  - (c) conduct any survey, tout, solicit or invite persons to purchase; or
  - (d) expose or offer anything for sale or hire or make any offer of servicesin any part of Penfold Park.
- 19.2 No person shall, without the prior consent of the Club, distribute any book, pamphlet, leaflet or other written matter or any sample or other object or article in any part of Penfold Park.
- 19.3 No person shall, without the prior consent of the Club, beg or solicit for alms, funds or contributions of any kind in Penfold Park.

- 19.4 No person shall, without the prior consent of the Club, engage in any commercial, political, religious or fund-raising activities of any kind in Penfold Park.

## **Section 20 – Signs and advertisements**

- 20.1 No person shall:

- (a) distribute any bill, placard or notice in;
- (b) erect or display any advertisement, decoration, flag, banner, emblem, notice or sign on; or
- (c) post, stick, paint or write, or cause to be posted, stuck, painted or written, any placard, signboard, bill, advertisement or any other matter on,

any part of Penfold Park unless (i) with the prior consent of the Club and (ii) in such manner and in accordance with such terms and conditions as the Club may require or impose.

- 20.2 The Club may remove and dispose of any advertisement, decoration, signboard and sign and any matter or object which is displayed, affixed or exhibited in any part of Penfold Park without prior consent of the Club and/or in any manner in breach of this Section.

## **Section 21 – Filming, photographs, recording etc.**

- 21.1 No person shall, without the prior consent of the Club take any photograph or make any video or cinematograph recording or use any sound or image recording equipment at any place within Penfold Park:

- (a) with a view to selling, publishing or publicly exhibiting such photograph, video or cinematograph recording in the course of business for advantage or gain or for any other commercial purposes; or
- (b) where such activity or the use of such equipment is expressly prohibited by a notice displayed thereat.

- 21.2 If a person, without prior consent of the Club and/or in any manner in breach of this Section, takes a photograph or makes a video or cinematograph recording or uses any sound or image recording equipment at any place within Penfold Park, the person shall on request by the Club or an Authorised Person immediately cease such activity and:

- (a) destroy the photograph, video or cinematograph and any copies thereof; and
- (b) destroy the relevant film, video, computer drive or other similar storage

medium and any copies thereof or erase any data from which the photograph, video or cinematograph may be reproduced.

- 21.3 No person shall use any flash-light or bright light in any part of Penfold Park where such use is prohibited by a notice displayed thereat or any Terms of Use relating thereto.
- 21.4 All persons who enter Penfold Park will be deemed to have granted its approval to the Club undertaking the following activities without making any payment or notification to any such persons:
- (a) taking photographs, making a video or cinematograph recording and/or using any sound or image recording equipment at any place within Penfold Park; and
  - (b) reproducing the image and/or voice of any person who enters Penfold Park and using the same for any purposes as the Club shall think fit.

#### **ARTICLE IV – PROTECTION OF PARK, BUILDINGS AND FACILITIES**

##### **Section 22 – Protection of flora and fauna**

- 22.1 No person shall in any part of Penfold Park:
- (a) remove, damage, displace or interfere with any soil, turf, shrub, plant or tree; or
  - (b) pluck or damage any bud, blossom, leaf or any part of any shrub, plant or tree.
- 22.2 No person shall disturb, harass, mistreat or injure any wild animals in Penfold Park.
- 22.3 No person shall disturb, damage, or destroy any bird's nest or bird's eggs in Penfold Park.
- 22.4 No person shall remove, injure or destroy any bird, or spread or use any net, snare or other trap for capturing, injuring or destroying any bird in Penfold Park.
- 22.5 No person shall feed, touch or interfere with any animal kept or found in Penfold Park, including fish, wild animals and birds.
- 22.6 No person shall, without the consent of the Club, release or abandon in any part of Penfold Park any animal that person has brought into Penfold Park.

## **Section 23 – Misuse of facilities**

- 23.1 No person shall walk, run, stand, sit or lie upon:
- (a) any grass, turf or other place where notice to keep off grass, turf or other place is exhibited in any part of Penfold Park; or
  - (b) any flower-beds, trees, shrub or plant or any ground in course of preparation as a flower-bed or for the growth of any tree, shrub or plant in any part of Penfold Park.
- 23.2 No person shall interfere with or impede the operation or proper use of, or tamper with, obscure, damage or misuse:
- (a) any buildings and other structures, walls, fences, grounds and other fixtures and installations in or forming part of Penfold Park;
  - (b) any operating system, including any telephone system, information or data system, computer system, telecommunications system or other apparatus provided for transmitting and receiving of messages at Penfold Park, announcement system, ventilation system, lighting system and sign or signal system;
  - (c) any conveyance system or facility for passengers or goods, including moving platform or lift and its related system, installation or equipment;
  - (d) any machine, equipment, appliance, plant, installation, apparatus, device, tool or system, whether mechanical, electrical or otherwise, including any automatic door or gate;
  - (e) any wiring or cable or other form of electrical installation;
  - (f) any alarm or security device or emergency or safety system or device; and
  - (g) any drainage, sewerage, water supply, gas supply, power supply or other utility supply system.
- 23.3 No person shall except in the case of an emergency and for the express purpose for which the same is provided, intentionally operate or activate any alarm or emergency or safety system or device in, installed at or forming any part of Penfold Park.
- 23.4 No person shall move or work any lever, button, switch or control, or operate any operating system, conveyance system or facility, machine, equipment, appliance, plant, installation, apparatus, device, tool, system or security device referred to in Section 23.2.

## **Section 24 – Lakes**

24.1 No person shall:

- (a) enter into, bathe, wade or wash in;
- (b) throw or place anything into; or
- (c) foul or pollute;

any lake, pond, stream or water in Penfold Park.

24.2 No person shall, without the consent of the Club:

- (a) remove, injure, destroy or disturb any animal in; or
- (b) release any animal into;

any lake, pond, stream or water in Penfold Park.

24.3 No person shall operate or release any model boat or other similar device into any lake, pond, stream or water in Penfold Park.

## **Section 25 – Damage, graffiti and vandalism**

25.1 No person shall deface, remove or detach, or write, paint, draw or affix any word, representation or character upon, or soil, defile, break, cut, scratch, tear, spray or damage:

- (a) any buildings, structures, walls, fences or other facilities in or forming part of Penfold Park;
- (b) any fixture, furniture, decoration, fittings or other property including any sign, notice or road marking in or forming part of Penfold Park; or
- (c) any machine, operating system, equipment, plant, apparatus, device or system referred to in Section 23 including the surfaces thereof.

## **ARTICLE V – DOMESTIC ANIMALS**

### **Section 26 – Control of domestic animals**

26.1 No person shall mistreat any domestic animal under his or her control or the control of any other person in Penfold Park.

26.2 Any person bringing any domestic animal(s) into Penfold Park shall at all times keep the animal(s) on a lead or carried in a proper cage or container or under control by other appropriate means.



- 26.3 Any person bringing any large dog(s) (weighing 20 kilograms or more) into Penfold Park shall at all times hold the dog(s) securely on a leash of not more than 2 metres in length in all parts of Penfold Park in which dogs are allowed.
- 26.4 Any person bringing any domestic animal(s) into Penfold Park shall:
- (a) keep their animal(s) within sight;
  - (b) be able to use commands, gestures and any other means necessary to control their animal(s); and
  - (c) tighten control over their animal(s), in particular when there are children or disabled people in the vicinity.
- 26.5 Any person bringing any domestic animal into Penfold Park shall not permit such animal to:
- (a) foul any part of Penfold Park;
  - (b) make excessive noise, cause a danger, nuisance, annoyance or injury to other persons or animals;
  - (c) attack, scare or chase other visitors in Penfold Park; or
  - (d) damage any personal property, flora, fauna, buildings, structures, walls, fences or other facilities in or forming part of Penfold Park.
- 26.6 No person shall permit any domestic animal under his or her control to enter into, foul or pollute any lake, pond, stream or water in Penfold Park.

### **Section 27 – Cleaning up after domestic animals**

- 27.1 Any person bringing any domestic animal(s) into Penfold Park shall:
- (a) remove any faeces deposited by the animal in any part of Penfold Park to a waste disposal facility; and
  - (b) dilute with water any urine left by the animal in any part of Penfold Park.
- 27.2 No person shall groom their domestic animal in any part of Penfold Park.

### **Section 28 – Notices regarding domestic animals**

- 28.1 The Club may from time to time, by displaying a notice in any part of Penfold Park, prohibit any person from bringing certain classes of domestic animal into Penfold Park or any part of it. No person shall bring a domestic animal

into any part of Penfold Park in contravention of such a notice.

- 28.2 Any person who brings a domestic animal into Penfold Park must comply with all notices displayed in any part of Penfold Park from time to time regarding the control, care of or cleaning up after the animal.

## **ARTICLE VI – LOST PROPERTY**

### **Section 29 – Person who finds property**

- 29.1 Any person who finds in Penfold Park any property which appears to have been lost or left behind or misplaced:
- (a) shall forthwith hand over the property to an Authorised Person or a police officer who is in Penfold Park; and
  - (b) shall not remove such property from the place it is found save for the purpose mentioned in sub-section (a).

### **Section 30 – Power to open packages, etc.**

- 30.1 Where any lost property found in Penfold Park is a package, bag or other receptacle, an Authorised Person may cause such receptacle to be opened and the contents examined, or require the person claiming it to open it and submit it and its contents for examination, for the purposes of:
- (a) identifying and tracing the owner of the lost property;
  - (b) ascertaining the nature of the contents; and/or
  - (c) satisfying that the contents do not include any item which may put at risk the safety or security of the public and/or Penfold Park or any person therein.
- 30.2 If any item of a nature referred to in Section 30.1(c) is found, the Authorised Person may report the matter to the police immediately.

### **Section 31 – Disposal of lost or misplaced property**

- 31.1 Any lost property found in Penfold Park which comes into the possession of the Club shall be dealt with as follows:
- (a) as regards identification and travel documents, certificates or any other documents which the Club considers to be of an important or confidential nature, the Authorised Person may report the matter to the police immediately;
  - (b) perishable, noxious or otherwise offensive goods or articles may be

disposed of by the Club as soon as practicable after they have come into the Club's possession, whether by sale or any other means as the Club sees fit; and

- (c) all other goods or articles shall be retained by the Club for a period of three (3) months after they have come into its possession and, if at the end of that period they remain unclaimed, they shall be deemed to become the property of the Club free of all other rights and encumbrances, and the Club may dispose of them by sale or any other means as the Club sees fit.

31.2 The Club shall incur no liability whatsoever to any person in respect of lost property as bailees or otherwise and no claim for damages or compensation shall be brought against it by any person in respect of the same.

## **ARTICLE VII – TRAFFIC**

### **Section 32 – Vehicles, cycles and skates**

32.1 No person shall drive, bring, or cause to be driven or brought, any Vehicle into Penfold Park, including any bicycle, tricycle, scooter, skate board, or roller skate,

Provided that the above prohibition shall not apply to:

- (a) a wheel chair, perambulator or similar vehicle which is propelled, drawn or carried by hand or propelled by battery used solely for the conveyance of an invalid or disabled person or an elderly person or a child;
- (b) any wheeled bicycle or tricycle used in Penfold Park by a child;
- (c) a Vehicle permitted by the Club or an Authorised Person; or
- (d) any Emergency Vehicle.

32.2 The person in charge of a Vehicle permitted to enter Penfold Park:

- (a) shall not cause the Vehicle to move in Penfold Park in a manner which will or is likely to endanger persons or property;
- (b) shall comply with any speed restrictions imposed by the Club on Penfold Park or (as the case may be) the relevant part thereof; and
- (c) shall not wheel or station the Vehicle over:
  - (i) any emergency vehicular access areas designated by the Club;
  - (ii) any flower-bed, shrub, plant or any ground in the course of preparation as a flower-bed or for the planting of any trees,

shrubs or plants; or

- (iii) any part of Penfold Park where such wheeling or stationing is prohibited by a notice displayed thereat or the relevant Terms of Use.

## **ARTICLE VIII – EVENT, EXHIBITION AND PERFORMANCE**

### **Section 33 – General Condition**

- 33.1 Except with the prior consent of the Club and upon such terms and conditions upon which such consent is granted, no person shall:
- (a) conduct any event or exhibition;
  - (b) undertake any musical, theatrical or other performance in whatever form or manner;
  - (c) erect or install any structure, stand, booth, platform or exhibit for an event, exhibition or performance; or
  - (d) require a ticket or other permit for entry to, or charge a fee for, an event, exhibition or performance,
- in any part of Penfold Park.

## **ARTICLE IX – ENFORCEMENT**

### **Section 34 – Power to expel and remove**

- 34.1 An Authorised Person may require a person to leave Penfold Park if:
- (a) an Authorised Person reasonably believes or suspects that such person has contravened or is attempting to contravene these Rules;
  - (b) such person does not comply with the direction of the Club, the Facility Manager and/or an Authorised Person or the direction in a notice posted by the Club; or
  - (c) the Authorised Person considers it necessary to ensure public safety or order.
- 34.2 An Authorised Person may require a person who brings a domestic animal into Penfold Park to remove the animal from any part of Penfold Park on the direction of the Club, the Facility Manager and/or an Authorised Person or the direction in a notice posted by the Club.

- 34.3 An Authorised Person may remove from Penfold Park any animal, Vehicle, article or object which is in an area in contravention of these Rules without incurring any liability to any person for any loss or damage however arising as a result of such removal.

### **Section 35 – Power to remedy**

- 35.1 The Club may take any action to remedy any breach or contravention of these Rules and shall have the right to recover as a civil debt from the person in breach all costs and expenses incurred in carrying out such remedial action.

### **Section 36 – Saving of the Club's rights**

- 36.1 Nothing in these Rules and any step or action taken by the Club or an Authorised Person shall bar any further or other claim for damages or other remedy or relief available to the Club against any person.
- 36.2 Any sum levied by or payable to the Club under these Rules (whether by way of damages, costs, loss, expenses, charges or otherwise) shall be receivable by the Club or its lawful agents as a debt due on demand and shall be enforceable as a civil debt.

## **ARTICLE X – MISCELLANEOUS**

### **Section 37 – Interpretation and Amendment**

- 37.1 These Rules and the Terms of Use are subject to interpretation and application by the Club whose decision shall be final, conclusive and binding for the purpose of these Rules.
- 37.2 The Club reserves the right to amend these Rules and the Terms of Use from time to time without any prior notice. Any amendment to these Rules and the Terms of Use shall take effect on and from the date as designated by the Club.

### **Section 38 – Language**

- 38.1 These Rules are drawn up in both English and Chinese languages but only the English language text is authentic and binding. The Chinese version of these Rules is for reference only and does not affect the interpretation of these Rules.
- 38.2 If there is a conflict or inconsistency between the English version and the Chinese version of these Rules, the English version shall prevail.

### **Section 39– Governing Law**

- 39.1 These Rules and any disputes howsoever arising directly or indirectly under or in respect of these Rules shall be governed by and interpreted in accordance with the laws of Hong Kong.