

Guidelines and Conditions on the Use of Facilities Available
In Kennedy Town Community Complex / Sai Ying Pun Community Complex /
Western District Community Centre/ former Western Magistracy Building
(as at November 2018)

1. Eligibility criteria for the use of the facilities

The eligibility criteria for the use of facilities available in Kennedy Town Community Complex (hereinafter referred to as “KTCC”), Sai Ying Pun Community Complex (hereinafter referred to as “SYPCC”), Western District Community Centre (hereinafter referred to as “WDCC”) and former Western Magistracy Building (hereinafter referred to as “WMB”) are as follows –

- (a) Applicant may submit an application personally or on behalf of an organization. Applications from individuals, however, will not be considered at the stage of ballot. Such applications for organizing activities for good causes to the community will be accepted only when the facilities are still available one month prior to the event date on a ‘first-come, first-served’ basis.
- (b) As a rule, applications from commercial organizations will not be accepted. Nevertheless, the Central and Western District Office (hereinafter referred to as “District Office”) has the discretion to permit the holding of activities in their facilities by commercial organizations on condition that the activities have a clear public interest dimension and are of public concern to the local community and that the provision of facilities within the District would greatly facilitate attendance/participation by the local community.
- (c) Applications from non-commercial organizations will not be rejected simply because the activities would make a profit. The community building element of the activities and whether the activities are for good causes are the over-riding considerations of approval.

2. Procedures for application/payment of charges

- (a) The applicant should submit, at least 14 working days in advance, a completed application form to the officer-in-charge of the KTCC/SYPCC/WDCC/WMB, setting out the joint organizer/ co-organizer, if any, specifying the purpose and the programme of the proposed activities. Applications received less than 14 working days prior to the date of hire will only be considered on individual merit subject to operational feasibility. For advance booking, please refer to Annex I for details. The applicant may apply for waiver of hire charges at the same time if he and his joint organizer/ co-organizer, if any, can satisfy the conditions set out in Annex II.
- (b) Application forms are obtainable at the District Office, the KTCC/SYPCC/WDCC/WMB and the homepage of Home Affairs Department (www.had.gov.hk). For enquiries, please contact 2119 5004 (for KTCC), 2540 2812 (for SYPCC) or 2852 3497 (for WDCC/WMB).
- (c) The minimum number of participants should not be less than 10 for the use of the multi-purpose hall.
- (d) The applicant will be informed in writing of the result of its application as soon as possible. Any addition or change of the joint organizer/ co-organizer as set out in the application form is not permitted without approval.
- (e) On approval of the application, a Demand Note for settlement of the charges will be sent to the applicant if payment is required.
- (f) The applicant should settle the Demand Note as soon as possible with any of the payment methods stated therein. The receipted Demand Note will serve as a permit for use of the venue and facilities and should be presented to the officer-in-charge of the venue before the scheduled activities can commence. No cash should be handed to any officers of the KTCC/SYPCC/WDCC/WMB.
- (g) The applicant shall be refused the use of the venue and facilities if the receipted Demand Note or the letter of approval (where payment has been exempted) cannot be produced at the venue.
- (h) Notification of cancellation of the proposed activities given 7 working days in advance may be accepted. Necessary action will be taken to refund any payment already made on production of receipted Demand Note.
- (i) If the venue has to be reserved for departmental use under emergency relief arrangements, for example, to accommodate typhoon victims and shelter seekers when the facility is turned into a temporary cold/heat shelter, the applicants so affected will be informed as soon as possible. Any payment made will be refunded on production of the receipted Demand Note.

- (j) If an applicant fails to turn up without the notification required by (h) above, any amount paid will be forfeited.
- (k) If a fee-charging activity has been exempted from charges, the applicant must submit a self-certified statement of account (at [Annex III]) within one month after conclusion of the activity to prove that no profit has been made from the activity. If the applicant is found not eligible for waiver of charges after such waiver has been granted, it will be required to pay back the exempted charges. The applicant need not attach any receipts/supporting documents to the self-certified statement of account when it is first submitted. However, as the District Office will conduct random checks on statements of account of fee-charging activities which have been exempted from charges, the applicant must retain the receipts and supporting documents for the activity for two years. Production of such receipts and supporting documents for examination is required if the self-certified statement of account in respect of the activity is selected for random check. If the applicant fails to provide the receipts/supporting documents to District Office for inspection upon request, it will be required to pay back the exempted charges.

3. Regulations and conditions to be followed by applicants

- (a) To ensure fire safety, the following regulations and conditions should be followed by the applicants:
- i. For both indoor and outdoor activities
- The premises are used for the designated activities/functions only
 - No change is made to the structural design or layout of the premises that will increase the designated capacity or render escape difficult in the event of emergency
 - No decoration of readily combustible materials is used
 - Chairs, if provided for audience, should be battened together in groups of not less than four and not more than fourteen per row
 - The power supply cable should be so located that it will not constitute a hazard to the audience/attendees
 - No scenery or decoration of readily combustible nature should be erected on the stage
 - No hydrogen-filled balloon of readily combustible nature should be erected on site
 - All exit doors shall remain unlocked
 - All staircases, exits and corridors shall be kept free from obstruction and be adequately illuminated
- ii. For outdoor activities
- The stage, if any, should be substantially constructed to such a safety standard as required by the Buildings Department/Architectural Services Department and sited at least 6m from other buildings
 - Only electric lighting should be used for illumination purpose
 - Mill barriers should be set up to bar off audience/attendees from performing area, P.A. and lighting control booth
 - One 9-litre water/CO₂ fire extinguisher should be provided at the following locations:
 - ✧ at the command post; and
 - ✧ at the main entrance
- (b) The activities must be held in accordance with the programme previously submitted by the applicant.
- (c) The applicant shall not post or hang posters, slogans, banners or portraits, conduct auction, fund-raising or sales activity, allow eating nor allow animals except guided dogs in the KTCC/SYPCC/WDCC/WMB when using the facilities, unless prior approval from the District Office has been obtained. The applicant shall maintain good order and discipline during the activity. Smoking, cooking, lighting of fire or using fireworks and sprinkling powder on the floor are prohibited.
- (d) The applicant shall assume responsibilities for physical arrangement such as seating, and shall not put any nails or any other materials that are difficult to remove such as lacquer, paints or other similar material on the walls, furniture and other equipment. The applicant shall be liable to pay for any damage to any equipment, furniture, or fabric of the building.
- (e) The applicant shall restore the facilities to their original conditions and clean up the place after use.
- (f) The applicant may provide its own sound equipment. If audio-visual or stage lighting equipment within the KTCC/SYPCC/WDCC/WMB is required for the staging of drama or any other kind of performances, application for its use must be submitted along with the application for the venue. Upon approval, the applicant should make available an experienced technician or operator to operate the control panel and notify the officer in charge of the

KTCC/SYPCC/WDCC/WMB. The applicant shall assume full responsibility for any damage caused.

- (g) Staff members of the District Office shall have the right to enter, at any time, any part of the KTCC/SYPCC/WDCC/WMB used by the applicant and impose additional conditions for its continued use in the light of prevailing circumstances. If the applicant fails to observe these conditions, the staff members may terminate the right of use at any time and have the place cleared.
- (h) The applicant should strictly abide by these guidelines, regulations and conditions, failing which demerit points will be given. Demerit points are given for each breach and counted individually, irrespective of whether the breach happened in the same activity. Each breach will attract demerit points ranging from 3 points for “Minor Breaches”, 5 points for “Serious Breaches” to 10 points for “Very Serious Breaches”, having regard to the seriousness of the breach. Once an applicant has accrued a total of 10 or more demerit points within 12 months, it will be banned from booking all facilities in the KTCC/SYPCC/WDCC/WMB or using them as joint organizer/ co-organizer in the next two quarters. The use of the facilities in the KTCC/SYPCC/WDCC/WMB may be revoked immediately where circumstances warrant. Details of the Demerit Points System are at [Annex IV].
- (i) The Home Affairs Department has entered into licence agreements with Composers and Authors Society of Hong Kong Limited (CASH), Phonographic Performance (South East Asia) Limited and Hong Kong Recording Industry Alliance Limited for the performance of copyright literary and musical works, playing and showing of sound recordings, music videos and karaoke videos controlled or administered by the three licensing bodies at the KTCC/SYPCC/WDCC/WMB. The applicant does not need to apply for an individual licence from these three copyright licensing bodies if the copyright works to be performed, played and/or shown by it at the KTCC/SYPCC/WDCC/WMB are controlled or administered by these licensing bodies and its performance, playing and/or showing is not excluded by the relevant licence agreements. The exclusions in the relevant licence agreements are set out at [Annex V]. The applicant shall not hinder, obstruct or prevent these licensing bodies from entering any part of the KTCC/SYPCC/WDCC/WMB used by the applicant for the purpose of the licensing body exercising its right of entry (if any) under the relevant licensing agreement.
- (j) (i) Subject to clause 3(i), the applicant shall not use (whether by performing, showing or playing or otherwise) any copyright works (including but not limited to lyrics, music, drama, recorded music, music videos, karaoke videos and film) in the KTCC/SYPCC/WDCC/WMB or any part thereof, unless the applicant has obtained and maintained at its own cost and expense all necessary approvals, permits or licenses which may be required or necessary from relevant copyright owners.

(ii) The applicant shall not, and shall ensure that its authorized users shall not, engage in any performance or do any act which infringes the intellectual property rights or any other rights of any person in the course of using the KTCC/SYPCC/WDCC/WMB.
- (k) For the purpose of clause 3, “intellectual property rights” refer to patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising), and in each case whether registered or unregistered and including applications for the grant of any such rights.
- (l) If the applicant performs, plays and/or shows copyright musical works, the applicant shall complete CASH’s “Programme Return Form” and return the duly completed Form to CASH within 30 days from the date of last performance.
- (m) The applicant, and its members, partners, employees, contractors, agents and licensees (each a “**Related Person**” and together “**Related Persons**” of the applicant) whether as invitees or otherwise, whilst using or present at the KTCC/SYPCC/WDCC/WMB are there entirely at their own risk. Neither the Government nor any of its employees, agents or contractors shall be under any liability whatsoever for or in respect of:
 - (i) any loss of or damage to any of the applicant’s property or that of any of its Related Persons howsoever caused (whether by any act, omission, default or Negligence of the Government and any of its employees, agents or otherwise); or
 - (ii) any injury to or death of the applicant or any of its Related Persons (save and except any such injury or death caused by the negligence of the Government or any of its employees or agents),which in any case arise directly or indirectly in connection with, out of or in relation to the use of the KTCC/SYPCC/WDCC/WMB by the applicant or any of its Related Persons.
- (n) The applicant shall indemnify and keep the Government fully and effectively indemnified 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 the Government (the “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) which the Government 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 the use of the KTCC/SYPCC/WDCC/WMB by the applicant or any of its Related Persons including any loss, damage, injury or death referred to in clause 3(m) above (save and except injury or death caused by the Negligence of the Government or any of its employees or agents), and any infringement of intellectual property rights or any other rights of any person.

- (o) The applicant shall indemnify and keep the Government fully and effectively indemnified against any loss of or damage to any property of the Government or of any of its employees, agents or contractors or any injury to or death of any employee, agent or contractor of the Government arising out of the negligence of the applicant or any of its Related Persons.
- (p) For the purposes of clauses 3(m), 3(n) and 3(o), “Negligence” shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (q) Without prejudice to the generality of the foregoing, the District Office has the authority to interpret and make exceptions to the regulations and conditions contained herein. The District Office may cancel the applicant’s booking or terminate the applicant’s right of use of the KTCC/SYPCC/WDCC/WMB if the applicant fails to observe or perform any of the regulations and conditions contained herein.
- (r) The expiry of the approved period of use of the KTCC/SYPCC/WDCC/WMB shall be without prejudice to any of the regulations or conditions contained herein that are capable of being observed or performed notwithstanding such expiry (including but not limited to clauses 3(n) and 3(o) which shall survive the same and shall continue to be binding on the applicant and shall remain in full force and effect.

**Procedures for Advance Booking on the Use of Facilities Available
In Kennedy Town Community Complex / Sai Ying Pun Community Complex /
Western District Community Centre/ former Western Magistracy Building**

Applications for the use of facilities in Kennedy Town Community Complex (KTCC) / Sai Ying Pun Community Complex (SYPCC) / Western District Community Centre (WDCC) / former Western Magistracy Building (WMB) with 150 or more participants are accepted at 6 months prior to the booking quarter. For events/activities with less than 150 participants, 3 months advanced booking is accepted. For enquiries, please call 2119 5004 (KTCC) / 2540 2812 (SYPCC) / 2852 3497 (WDCC/WMB). Application forms are available from the Central and Western District Office, the KTCC, SYPCC, WDCC, WMB, and the homepage of Home Affairs Department (www.had.gov.hk) for download. Completed application forms should be returned either by fax, email or post or in person to the Central and Western District Office. Available time slots will be allocated by lots drawing and applicants will be notified of the result by fax, email or post. Unsuccessful applicants should forward fresh applications for other time slots.

Advance booking – Six/Three months prior to booking period

Booking mechanisms:

- (1) Applicants are allowed to book at most **twelve hours** of time slots and the time slots should be within **three dates** during the following time zones **within every quarter**:
 - Monday to Friday from **6:00 p.m. to 10:00 p.m.**
 - Saturdays, Sundays, Public Holidays and Summer Holidays (from 15th July to 31st August) from **9:00 a.m. to 10:00 p.m.**
- (2) Applicants are allowed to book at most **two hours** of time slots in a single week and at most **sixteen** hours of time slots in a consecutive **eight weeks** during the following time zone **within every quarter**:
 - Monday to Friday from **9:00 a.m. to 6:00 p.m.** (except Public Holidays and Summer Holidays from 15th July to 31st August).
- (3) The Central and Western District Office will allocate the time slots with reference to the order of priorities as follows:
 - (i) Central and Western District Council and its committees/ working groups, offices of the Central and Western District Councillors, local committees recognised by the Central and Western District Office, and local organisations of Central and Western District (with registered address within Central and Western District);
 - (ii) Organisations outside Central and Western District (with registered address falling outside Central and Western District).

If more than one applicant from the same priority group applies for the same time slot, the slot will be allocated by drawing lots.

- (4) Applicants shall not submit more than one application for the same facility at the same time slot with the same registered address. The Central and Western District Office may otherwise disqualify the applicant from applying for use of the facility at the time slot concerned.

Six Months Advance Booking

Booking Period	Deadline	Balloting taken on	Applicants notified on
First Quarter (January to March)	5 p.m. on the fifth working day in July of the previous year	The fifteen working day in July of the previous year	The third working day after lots drawing

Booking Period	Deadline	Balloting taken on	Applicants notified on
Second Quarter (April to June)	5 p.m. on the fifth working day in October of the previous year	The fifteen working day in October of the previous year	The third working day after lots drawing
Third Quarter (July to September)	5 p.m. on the fifth working day in January of the current year	The fifteen working day in January of the current year	The third working day after lots drawing
Fourth Quarter (October to December)	5 p.m. on the fifth working day in April of the current year	The fifteen working day in April of the current year	The third working day after lots drawing

Three Months Advance Booking

Booking Period	Deadline	Balloting taken on	Applicants notified on
First Quarter (January to March)	5 p.m. on the fifth working day in October of the previous year	The fifteen working day in October of the previous year	The third working day after lots drawing
Second Quarter (April to June)	5 p.m. on the fifth working day in January of the current year	The fifteen working day in January of the current year	The third working day after lots drawing
Third Quarter (July to September)	5 p.m. on the fifth working day in April of the current year	The fifteen working day in April of the current year	The third working day after lots drawing
Fourth Quarter (October to December)	5 p.m. on the fifth working day in July of the current year	The fifteen working day in July of the current year	The third working day after lots drawing

For time slots still available after the draw for advance booking, they will be open to all applicants on a “first-come-first-served” basis.

As 6 months advance booking is only allowed for events/activities with 150 or more participants, the venue management will monitor such events to record the number of participants attending the events/activities. In case less than 150 participants is recorded, demerit points will be given to the applicant according to the Demerit Points System.

**Rates of Charges and
Exemption from Payment of Charges
for Use of Community Halls / Community Centres**

**Exemption from Payment of Charges for
Use of Facilities in Community Halls
and Community Centres**

(A) Exemption from Payment of Charges for Use of Facilities in Kennedy Town Community Complex / Sai Ying Pun Community Complex / Western District Community Centre / former Western Magistracy Building

- (1) The facilities may be made available to other Government departments and this Department free of charge.
- (2) Organizations belonging to one of the following groups may be completely exempted from charges for using the facilities for non-profit making activities-
 - (i) subvented welfare agencies;
 - (ii) subvented educational institutions, subvented schools and non-profit making schools;
 - (iii) offices of the Legislative Councillors and District Councillors;
 - (iv) charitable institutions or trust of a public character which are exempted from tax under section 88 of the Inland Revenue Ordinance (Cap.112);
 - (v) non-profit making organizations which are registered under the Societies Ordinance (Cap. 151); or incorporated under the Companies Ordinance (Cap. 32); and their Constitutions or Memoranda of Association specifically provide that members do not take any share of the profits or any share of the assets upon dissolution;
 - (vi) local committees/organizations recognized by the Government, such as District Youth Programme Committees, District Fight Crime Committees, Mutual Aid Committees, Rural Committees, Kaifong Welfare Associations, Owners' Corporations, Owners' Committees, etc.
- (3) Candidates standing for election to the Legislative Council and the District Councils may be given total exemption if they apply for permission to use the facilities for electoral meetings during the period between close of nomination(s) and election day.

(B) Rates of Charges for Use of Facilities in Kennedy Town Community Complex / Sai Ying Pun Community Complex / Western District Community Centre / former Western Magistracy Building

- (1) For details of the rates of charges, please visit the homepage of Home Affairs Department (www.had.gov.hk), or contact us at 2119 5004 (Kennedy Town Community Complex), 2540 2812 (Sai Ying Pun Community Complex) or 2852 3497 (Western District Community Centre/ former Western Magistracy Building).
- (2) A full-hour rate will be charged for an incomplete hour booking.

To: Central and Western District Office

**Exemption of Charges for Use of Facilities in Community Complex/Community Centre
Statement of Account**

Section A : Basic Information

Name of Community Complex/Community Centre: _____

Facility Rented: _____ Name of Activity: _____

Applicant Organization: _____

Date of Activity: _____ Period of Activity: _____

Number of participant: _____

Section B : Balance (up to _____)

(A)	Total Income (Details at Section C)	\$
(B)	Total Expenditure (Details at Section D)	\$
(C)	Balance [(B)-(A)]	\$

Section C : Details of Income

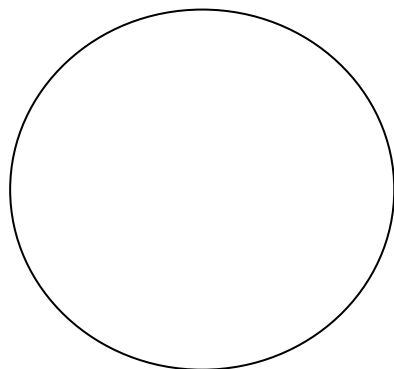
Items	Number/Quantity	Unit Rate (\$)	Total Amount (\$)
<i>e.g. 1 : Participants' fee</i>			
<i>e.g. 2 : Sponsorship by Company X</i>			
1.			
2.			
3.			
4.			
5.			
Total :			

Section D : Details of Expenditure

Items	Expenditure (\$)
1.	
2.	
3.	
4.	
5.	
Total :	

Section E : Declaration by Authorized Person of Applicant Organization

1. I hereby declare that all the information given in the above sections are true and accurate. All incomes (including sponsorship and donation) have been fully listed in Section C.
2. Applicant organization and joint organizer(s)/ co-organizer(s)(if any)
 have not made any profit from the activity.
 have made profit from the activity and agree to pay the hiring charges to the Government.



Official Chop of
Applicant Organization

Signature : _____
Name : _____
Post : _____
Name of Organization : _____
Date : _____

Remarks:

1. This statement of account is only applicable to fee-charging activity which has been exempted from charges for use of facilities in community hall/community centre.
2. If a fee-charging activity has been exempted from charges, the applicant organization must submit a self-certified statement of account within one month after conclusion of the activity.
3. The applicant organization need not attach any receipts/supporting documents to the self-certified statement of account when it is first submitted. However, as the District Office will conduct random checks on statements of account of fee-charging activities which have been exempted from charges, the applicant organization must retain the receipts and supporting documents for the activity for two years. Production of such receipts and supporting documents for examination is required if the self-certified statement of account in respect of the activity is selected for random check.
4. The personal data provided in this form will be used for processing of applications for use of facilities in community halls/community centres. They may be disclosed to relevant parties for the same purpose. For correction of or access to personal data thus provided, please write to the Access to Information Officer at Central and Western District Office, 11/F, Harbour Building, 38 Pier Road, Central, Hong Kong.

Demerit Points System

(A) Structure

Items	Breaches of Regulations and Conditions	Seriousness of Breach	Demerit Points
1	Number of participants below the minimum requirement ^{Note 1} .	Minor Breaches	3
2	Late for 15 minutes or more ^{Note 2} .		
3	Minor misconduct or breaches, such as causing nuisance, sprinkling of powder on the floor, failed to clean and restore the venue, hanging banners, putting up posters or slogans and, eating or drinking at the venue without prior approval of the District Office.		
4	Cancellation of allocated timeslot with less than 7 working days' advance notice before the date of the activity ^{Note 3&4} .		
5	Failed to submit an application for approval for alteration of the nature of activity or addition/change of eligible joint organizer(s) /co-organizer(s) 7 working days or more before the date of the activity ^{Note 3} .		
6	Failed to produce the approval letter for use of facilities in CH/CC ^{Note-5} .		
7	Failed to vacate the venue on time ^{Note 6} .		
8	Number of participants exceeds the maximum capacity of respective CH/CC.	Serious Breaches	5
9	Failed to provide post-activity statement of account within one month of completion of a fee-charging activity which has been exempted from charges, or failed to provide the receipts/supporting documents upon request.		
10	Failed to turn up ^{Note 7} .		
11	Altered the nature of activity or addition/change of eligible joint organizer(s)/co-organizer(s) without prior approval of the District Office.		
12	Permanent damage of the facilities, such as PA system, hardware that needs replacement. The organization is also subject to the charges for the replacement of equipment ^{Note 8} .	Very Serious Breaches	10 (or revoked immediately if applicable)
13	Serious misconduct or breaches such as smoking, cooking, lighting of fire, or using firework.		
14	Transfer of the allocated timeslot to another organization.		
15	Holding of fee-charging activities against the original claim of non-fee charging.		
16	Conducting auction, fund-raising, sales activity without prior approval of the District Office.		
17	Addition of ineligible joint organizer(s)/co-organizer(s).		

Note:

1. To make good and cost-effective use of resources, the minimum number of participants required to use a multi-purpose hall is set to be 10. Nonetheless, the District Office may exercise discretion to approve applications if the situation warrants. For example, if all small venues are fully booked while the multi-purpose hall is still left vacant, District Office has the discretion to grant approval with an aim to making the best use of resources.
2. To ensure effective use of community resources, there is genuine need for the District Office to request the applicants to arrive at the venue as scheduled. However, when the applicants fail to arrive on time because of factors beyond their control, the District Office may exercise discretion of not recording demerit points. Also, taking into account the voluntary nature of the works of Owners' Corporations, only verbal warning will be given should the applicants be late.
3. The penalty applies equally to an applicant whose application is made less than 7 working days from the day of the activity.
4. To be in line with the policy of the District Office to facilitate the works of Owners' Corporations, and taking into account the circumstances of this District, Owners' Corporations will be exempted from demerit points even if they fail to give advance notice for cancellation of bookings arising from suspension of meeting.
5. It is acceptable if the applicants can provide other documents, such as staff card, to prove their identities.
6. It is acceptable if the venue is not booked in the session that follows. The underlining principle is that no other users are affected as a result.
7. The principle is the same as that in note 2.
8. The District Office will impose penalty only when there is enough evidence.

(B) Rules under the Demerit Points System

1. The Demerit Points System is district-based.
2. Under the Demerit Points System, an applicant organization or hirer will get demerit points for breaching regulations and conditions. Demerit points are given for each breach and counted individually, irrespective of whether the breach takes place in the same activity. Each breach will attract demerit points ranging from 3 points for a “Minor Breach”, 5 points for a “Serious Breach” to 10 points for a “Very Serious Breach”, having regard to the seriousness of the breach. For an application which includes a joint organizer/co-organizer, only the applicant organization or hirer will be served the demerit points for breaches of regulations and conditions.
3. Once an organization or hirer has accrued a total of 10 or more demerit points within 12 months, it will be banned from booking all CHs/CCs within the same District in the next two quarters. All the points that led to the ban will be cleared. Demerit points arising from new breaches of guidelines and regulations will be counted afresh. If the organization or hirer concerned has been allocated other sessions in the present quarter and/or the next quarter, it may continue to use the allocated sessions up to the quarter(s) concerned unless otherwise directed.
4. In the event that an organization or hirer commits two or more breaches in the same activity, the highest demerit points incurred in that activity will be counted first for the purpose of imposing a ban from booking of CH/CC facilities, as under paragraph 3 above. The remaining lower demerit points incurred from the other breaches committed in the same activity, which have not been counted for imposing the ban, will be carried forward.
5. An organization or hirer which is found to have breached the regulations and conditions will be issued with a standard warning letter stipulating the nature of breach, the demerit points served and the validity period. A summary of all breaches will also be listed in the letter. The consequences of accruing 10 points or more by the organization will also be stated in the letter.
6. The organization or hirer concerned may submit a written representation for the District Officer’s consideration within two weeks from the issue date of the warning letter. The District Officer has the authority not to give any demerit points if he/she finds the representation justified.

The Home Affairs Department has entered into licence agreements with Composers and Authors Society of Hong Kong Limited [CASH], Phonographic Performance (South East Asia) Limited [PPSEAL] and Hong Kong Recording Industry Alliance Limited [HKRIA] for the performance of copyright literary and musical works, playing and showing of sound recordings, music videos and karaoke videos at CHs/CCs. The applicant does not need to apply for an individual licence from these three copyright licensing bodies if the copyright works to be performed, played and/or shown by it at CHs/CCs are controlled or administered by these licensing bodies and its performance, playing and/or showing is not excluded by the relevant licence agreements as extracted below.

Exclusions / Reservation of Rights

CASH – Exclusions

The licence hereby granted shall not extend to nor authorize the following –

- (a) any Visual Music Performances by means of Video Wall;
 - (b) any public performance or causing any public performance of the Society's Repertoire to be visible beyond the precincts of the Premises;
 - (c) any reproduction of the Society's Repertoire; and
 - (d) any copyright in respect of any sound recordings.
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PPSEAL – Exclusions

- (a) This Licence does not authorize the Licensee(s) to do any act which could be an infringement of any copyright subsisting in the works reproduced upon the sound recordings, music videos and/or karaoke videos.
 - (b) This Licence does not extend to nor may it be deemed to authorize the reproduction, remixing, rerecording or editing of the sound recordings, music videos and/or karaoke videos.
 - (c) This Licence does not permit the Licensee(s) to use any unauthorized copies of the sound recordings, music videos and/or karaoke videos.
 - (d) This Licence expressly does not cover those works which do not fall within the repertoire of PPSEAL.
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HKRIA – Reservation of Rights

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- (b) Nothing contained in the Terms and Conditions shall be construed as authorizing the Licensee to :-
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