

Guidelines and Conditions on the Use of Facilities Available in a Community Hall / Community Centre (CH/CC)

1. *Eligibility criteria for the use of the facilities*

The eligibility criteria for the use of facilities available in a CC/CH in the Southern District are as follows –

- (a) The applicant should be an organization belonging to one of the following groups –
- i. registered welfare agencies, education institutions / schools, charitable organizations / trust of a public character or non-profit making organizations;
 - ii. Offices of Legislative Councillors / District Councillors;
 - iii. local committees / organizations recognized by the Government; or
 - iv. Government departments.

Candidates standing for election to the Legislative Council / District Councils may apply to use the facilities for electoral meetings during the period between close of nomination(s) and election day.

- (b) Activities must be held in accordance with public interest and the law in Hong Kong. Activities which will violate public order will not be permitted.

2. *Procedure for application/payment of charges*

- (a) The applicant should submit, at least 10 working days in advance, a completed application form to the CH/CC concerned setting out the joint organizer/co-organizer, if any, specifying the purpose and the programme of the proposed activities, please refer to Annex I for details. The applicant may apply for waiver of hire charges at the same time if it and its joint organizer/co-organizer, if any, can satisfy the conditions set out in Annex II.

- (b) Application forms are obtainable at the CH/CC, Southern District Office and the homepage of Home Affairs Department (www.had.gov.hk).

- (c) For booking for the use of multi-purpose hall, the minimum number of participants should not be less than 15. This rule does not apply to badminton and table-tennis activities.

- (d) The applicant will be informed in writing of the outcome 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 the 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 facilities and should be presented to the Officer-in-charge of the CH/CC before the scheduled activities can commence. No cash should be handed to any officers of the CH/CC.

- (g) The applicant shall be refused the use of the 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 14 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 arrangement: for example, to accommodate typhoon victims, shelter seekers when the facility is turned into a temporary cold/heat shelter, the applicant so affected will be informed as soon as possible. Any payment made will be refunded on production of 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 applicant

- (a) To ensure fire safety, the following regulations and conditions should be followed by the applicant:
- i. For both indoor and outdoor activities
 - The premises are used for the designated activities/functions.
 - 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 decorations 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 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, 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 CH/CC 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 CH/CC. 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 CH/CC 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 CHs/CCs and using CH/CC facilities as joint organizer/co-organizer in the district in the next two quarters (i.e. 6 months) or the use of the facilities in CH/CC 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 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. 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 CH/CC 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 a CH/CC or any part thereof, unless the applicant has obtained and maintained at its own cost and expense all necessary approvals, permits or licences which may be required or necessary from the 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 CH/CC.
- (k) For the purpose of clause 3, “intellectual property rights” refer to patents, trade marks, 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 CH/CC 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 CH/CC 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 CH/CC 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 CH/CC 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 CH/CC 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.

(s) Applicants who have booked the facilities may call the relevant CH/CC or the Southern District Office at the following numbers for enquiries –

Venues	Telephone Numbers
Wah Kwai Community Centre	2551 0111
South Horizons Neighbourhood Community Centre	2873 1877
Ap Lei Chau Community Hall	2555 1014
Lei Tung Community Hall	2814 5828
Stanley Community Hall	2813 0306
Southern District Office	2814 5750

(t) The Southern District Office reserve the right to alter the content of the guidelines without prior notice.

**Details on the Application for
Multi-purpose Hall / Conference Room / Multi-purpose Activity Room
of Community Halls / Community Centres**

(a) Submitting applications (including one-time and long-term hiring)

Applicant should submit, **within the Application Period**, a completed application form (HAD107) with necessary documents to the Wah Kwai Sub-office / Stanley Sub-office or Ap Lei Chau Liaison Team of the Southern District Office (hereinafter referred to as “We”/“us”). We would take account of the earliest date for long-term hiring.

Applicant may submit applications by the following methods. Please note the respective ways of calculating **end time of Application Period**:

In person when we receive the application form
By facsimile the time printed by the facsimile machine
By post the postmark date
By email the email date

Email Addresses:

Venue	Email Address
Wah Kwai Community Centre/Community Hall	chcc_s-w@had.gov.hk
South Horizons Neighbourhood Community Centre Ap Lei Chau Community Hall Lei Tung Community Hall	chcc_s-s@had.gov.hk
Stanley Community Hall	chcc_s-e@had.gov.hk

We do not accept applications submitted by phone.

If more than one application for hiring the same facilities for the same time slot are received, lots will be drawn no matter the applications are one-time or long-term hiring.

(b) Timeframe for processing applications

The timeframe for processing applications mentioned in paragraph (a) is as follows:

Start of Application Period	End of Application Period	Drawing Lots	Announce the result of drawing lots
The 1 st working day of each month (Receiving application for 3 months thereafter (for the whole month); for long-term hiring, take account of the earliest date)	5:00 p.m. on the 5 th working day of each month	The 10 th working day of each month	3 working days after drawing lots

(c) Timeslots available for bookings and limitations

Community halls / community centres in the Southern District open from 9:00 a.m. to 10:00 p.m.

Weekdays (except Public Holidays and Designated Dates) – 6 time slots

Timeslot A	9:00 a.m. to 11:00 a.m.	(2 hours)
Timeslot B	11:00 a.m. to 1:00 p.m.	(2 hours)
Timeslot C	1:00 p.m. to 3:00 p.m.	(2 hours)
Timeslot D	3:00 p.m. to 5:00 p.m.	(2 hours)
Timeslot E	5:00 p.m. to 7:00 p.m.	(2 hours)
Timeslot F	7:00 p.m. to 10:00 p.m.	(3 hours)

Saturdays, Sundays, Public Holidays and Designated Dates – 3 time slots

Timeslot X	9:00 a.m. to 1:00 p.m.	(4 hours)
Timeslot Y	1:00 p.m. to 6:00 p.m.	(5 hours)
Timeslot Z	6:00 p.m. to 10:00 p.m.	(4 hours)

Application for use of facilities should be time slot based.

Each applicant should hire **no more than 9 time slots** per week (including one-time and long-term hiring), irrespective of the duration of time slot. Hiring beyond that will not be considered.

Community halls / community centres in the Southern District will be closed during the 1st day to the 3rd day of the Lunar New Year, and all the facilities will not be available for hiring.

(d) Long-term hiring

The maximum period for long-term hiring is 12 weeks. Applicant intends to continue hiring the same time slot must submit a fresh application.

Facilities in community halls / community centres in the Southern District are unavailable for long-term hiring on **Saturdays, Sundays, Public Holidays, Designated Dates** and **1 weekday** each week. Details are as follows:

Community Hall / Community Centre	Long-term hiring unavailable on
South Horizons Neighbourhood Community Centre	Monday
Ap Lei Chau Community Hall	Tuesday
Stanley Community Hall	Wednesday
Wah Kwai Community Centre	Thursday
Lei Tung Community Hall	Friday

The period of long-term hiring will **NOT** be extended due to exclusion of Designated Dates, i.e. the maximum period of long-term hiring remains unchanged as 12 weeks.

Applications for organising festive events in multi-purpose hall on Designated Dates would have priority over interest classes or practice sessions. However, if no application for the use of multi-purpose hall for a particular Designated Date is received, the applicant of the original long-term hiring can continue to use the multi-purpose hall.

(e) Designated Dates

Long-term hiring is **unavailable** on the following Designated Dates:

1. New Year Day (1 January)	10. Mid-autumn Festival (15 th day of 8 th lunar month)
2. The Last Day of Lunar Calendar	11. The day following the Mid-Autumn Festival (16 th day of 8 th lunar month)
3. Lantern Festival (15 th day of 1 st lunar month)	12. National Day (1 October)
4. Easter (From Good Friday to Easter Monday, 4 days)	13. Chung Yeung Festival (9 th day of 9 th lunar month)
5. Labour Day (1 May)	14. Christmas Eve (24 December)
6. The Birthday of the Buddha (8 th day of 4 th lunar month)	15. Christmas Day (25 December)
7. Tuen Ng Festival (5 th day of 5 th lunar month)	16. New year's Eve (31 December)
8. HKSAR Establishment Day (1 July)	
9. The day before the Mid-Autumn Festival (14 th day of 8 th lunar month)	

(f) Cancellation of application

Written notification on cancellation of application must be submitted to us **not less than 14 working days in advance**.

(g) Submitting alternate applications

After the results of lots drawing are announced, applicant may submit to us alternate application for the available time slots. Applicant may also submit to us alternative application for time slots surrendered by other applicants **3 working days after the announcement** of cancellation.

We would process all alternate applications on a first-come-first-serve basis. If more than one alternate application for hiring the same facilities for the same time slot are received, lots will be drawn.

Alternate application must be submitted **not less than 10 working days in advance** of the activity.

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

- (1) The facilities may be made available to other Government departments and this Department free of charge.
- (2) Organisations belonging to one of the following groups may be completely exempt 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 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 Constitution or Memorandum of Association specifically provides 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.

Rates of Charges for Use of Facilities in Community Halls / Community Centres (with effect from: 1.4.2012)

<i>Facility</i>	<i>Rate (per hour)</i>	<i>Remarks</i>
Multi-purpose Hall – basic charge	\$90	Chairs provided. Applicant to provide public address system and its own Technician to operate the lighting panel if necessary, and to arrange for seating.
Multi-purpose Hall – air-conditioning charge		
(i) Wah Kwai Community Centre	\$140	
(ii) South Horizons Neighbourhood Community Centre	\$116	
(iii) Ap Lei Chau Community Hall	\$116	
(iv) Lei Tung Community Hall	\$116	
(v) Stanley Community Hall	\$89	
Multi-purpose Hall – using the lighting panel	\$18	
Dressing Room (Male or Female) – basic charge	\$6.5	
Dressing Room (Male or Female) – air-conditioning charge	\$7	
Conference Room – basic charge	\$44	Chairs and blackboard / whiteboard provided
Conference Room – air-conditioning charge	\$10	
Badminton Court – basic charge	\$68	Charged on a per court basis
Badminton Court – air-conditioning charge	Same as air-conditioning charges for multi-purpose halls	
Multi-purpose Activity Room – basic charge	\$48	
Multi-purpose Activity Room – air-conditioning charge	\$11	

To: Southern District Office

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

Section A: Basic Information

Name of Community Hall / 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

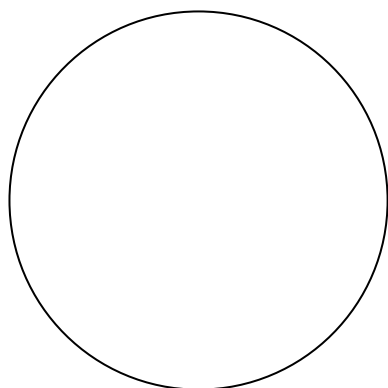
Items	Number/Quantity	Unit Rate (\$)	Total Amount (\$)
<i>e.g. 1 : Participants' fee</i>			
<i>e.g. 2 : Sponsorship by Company X</i>			
1. :			
2. :			
3. :			
4. :			
5. :			
Total:			

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 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, Southern District Office.

Address: 1/F, Ocean Court, 3 Aberdeen Praya Road, Aberdeen, 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.	Minor Breaches	3
2.	Late for 15 minutes or more.		
3.	Minor misconduct or breaches, such as causing nuisance, sprinkling of powder on the floor, failed to clean and restore the venue, hanging banner, putting up poster or slogans, eating at the venue without prior approval of District Office.		
4.	Cancellation of allocated timeslot with less than 14 working days' advance notice before the date of the activity. ^{Note 1}		
5.	Failed to submit an application for approval for alteration of the nature of activity or addition/change of joint organizer(s) /co-organizer(s) 14 working days or more before the date of the activity. ^{Note 1}		
6.	Failed to produce the approval letter for use of facilities in CH/CC.		
7.	Failed to vacate the venue on time.		
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.		
10.	Failed to turn up.		
11.	Altered the nature of activity without prior approval of 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.	Very Serious Breaches	10 (or revoked immediately if applicable)
13.	Serious misconduct or breaches, such as smoking, cooking, lighting of fire, or using fireworks.		
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 DO.		

17.	Addition of ineligible joint organizer(s)/co-organizer(s).		
-----	--	--	--

Note 1: Taking into consideration of the time required for processing application, the penalty applies equally to an applicant whose application is made less than 14 working days from the day of the activity.

(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 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 (i.e. 6 months). 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 concerned has been allocated other sessions in the 6-month ban period, it may continue to use the allocated sessions up to the quarter(s) concerned unless otherwise directed.
4. In the event that an organization 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 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 concerned may submit a written representation for the District Officer (Southern)’s consideration within two weeks from the issue date of the warning letter. The District Officer (Southern) 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.
-

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.
-

HKRIA – Reservation of Rights

- (a) All rights in the Works that are owned or controlled by HKRIA and/or its members and not expressly licenced to the Licensee under the Licence are hereby expressly reserved.
- (b) Nothing contained in the Terms and Conditions shall be construed as authorizing the Licensee to :-
 - (i) include any Work in any broadcast, or copy, reproduce, remix, re-record, edit or otherwise deal with any Work, or do any other act which may infringe the copyright subsisting in any Work for any purpose whatsoever; or
 - (ii) use any unauthorized copies of the Works to publicly perform any Works.
- (c) The Licensee expressly undertakes and warrants not to commit the acts specified in paragraph (b) above.
- (d) HKRIA and its members expressly reserve their rights and remedies against Licensee in respect of any unauthorized activity or infringement of intellectual property rights.