

**Guidelines and Conditions on the Use of Facilities Available in
Sai Lau Kok Garden Multi-purpose Room
(as at December 2022)**

I. Eligibility criteria

- (1) The applicant organisation should be a government department / a public organisation / a registered body / a subvented welfare agency / a subvented educational institution / a charitable organisation / an Office of Legislative Councillor / an Office of District Councillor or a local committee recognised by the Government.
- (2) The priorities of applicant organisations applying to use the facilities available in Sai Lau Kok Garden Multi-purpose Room ("SLKGMR") are as follows:-
 - (a) Government departments;
 - (b) Tsuen Wan District Council and its committees / working groups and local committees recognised by the Tsuen Wan District Office ("TWDO");
 - (c) Local organisations in Tsuen Wan district; and
 - (d) Local ocal organisations outside Tsuen Wan district.
- (3) Applications from commercial organisations should normally not be accepted. Nevertheless, District Officer (Tsuen Wan) has the discretion to approve applications from commercial organisations provided that the activity has a clear public interest dimension and is of public concern to the local community and that the provision of the venue will greatly facilitate the attendance and participation of the local community.

II. Procedure for application/payment of charges

- (1) Application forms are obtainable at the TWDO or the homepage of the Home Affairs Department ("HAD"):-
https://www.had.gov.hk/en/public_services/community_halls_centres.htm
- (2) The sessions open for application are as follows :-
 - (a) Morning session - 9:00 a.m. to 1:00 p.m.;
 - (b) Afternoon session - 2:00 p.m. to 6:00 p.m.; and
 - (c) Evening session - 7:00 p.m. to 10:00 p.m.

The above sessions are available throughout the year except during the Chinese New Year Holidays, when SLKGMR will be closed. Besides, the following sessions will be closed for regular cleaning work:-

	<u>Venue</u>	<u>Session for cleaning work</u>
SLKGMR	Hall	9:00 a.m. to 1:00 p.m. on Fridays

- (3) No reservation by phone for use of the facilities in SLKGMR is accepted.
- (4) The applicant organisation should submit, during the designated application period in the previous quarter in advance of the function (please refer to clause II(5) for details), a completed application form (in duplicate) setting out the joint organiser / co-organiser, if any, with a detailed programme of the function by post (the stamped date will be taken as the date of application), by facsimile (no.: 3425 4190), by e-mail (e-mail address: chcc_tw@had.gov.hk, only scanned application form will be accepted) or in person to TWDO, specifying the purpose of the function. The applicant organisation should submit its application for waiver for hire charges at the same time if the applicant organisation or joint organiser / co-organiser (if any) can satisfy with the conditions set out in Part III. For use of other equipment and facilities, the applicant organisation should also submit an application for it when the application for the use of facilities in SLKGMR is made. A list of equipment and facilities available in SLKGMR is set out at **Annex V**.

(5) Deadlines for the first-round application and approval principles are as follows:-

(a) Continuous use

- (i) Continuous use is applicable for the Hall of SLKGMR for the morning sessions or the afternoon sessions from Mondays to Fridays.
- (ii) For any application for use of the same venue and session for four consecutive weeks or above, it is deemed to be an application for continuous use of venue and facilities. Applicant organisations should submit their first-round application in the following designated application periods as follows:-

<u>Period of use of venue</u>	<u>Designated application period</u>
April to June	The 1 st to the 5 th working day of January
July to September	The 1 st to the 5 th working day of April
October to December	The 1 st to the 5 th working day of July
January to March of the next year	The 1 st to the 5 th working day of October

- (iii) Each application should be for continuous use of any one session as stipulated in clause II(2). Each application for continuous use of facility should not exceed three months. The applicant organisation should submit a fresh application for continuous use of the venue and facilities.
- (iv) The applicant organisation should at maximum apply for continuous use at each of the three sessions in each week as stipulated in clause II(2).

(b) One-off use

- (i) One-off use is applicable for the Hall of SLKGMR for the evening sessions from

Mondays to Fridays; and all sessions of Saturdays and Sundays.

- (ii) For any application for use of the venue at any session for no more than three times, it is deemed to be an application for one-off use. Applicant organisations should submit their first-round application in the following designated application periods:

<u>Period of use of venue</u>	<u>Designated application period</u>
April to June	The 1 st to the 5 th working day of December of the previous year
July to September	The 1 st to the 5 th working day of March
October to December	The 1 st to the 5 th working day of June
January to March of the next year	The 1 st to the 5 th working day of September

- (iii) On a single day of use of the Hall, there is no limitation on the number of sessions to be applied for.
- (iv) The applicant organisation should at maximum submit one application for the Hall of SLKGMR in each month.
- (6) If more than one application for use of the same venue at the same session is received in the first-round application, the use of the venue will be decided by drawing lots regardless it is an application for continuous or one-off use. Lots will be drawn, if necessary, on the 22nd day of each month at TWDO during office hours. If the 22nd day of the month is a Saturday, Sunday or a public holiday, lots will be drawn on the following working day. The applicant organisations will be informed to attend the lot-drawing.
- (7) The unallocated sessions after the first-round application will be open for application in the second-round application on a first-come-first-served basis. Nevertheless, the applicant organisation should submit its application at least 10 working days prior to the date of use of the venue and facilities.
- (8) For the use of Hall of SLKGMR, the minimum number of participants is 10.
- (9) The applicant organisation should declare whether the activity to be held is fee-charging in the application form. If yes, the applicant organisation is required to provide a duly signed projected financial statement for the fee-charging activity, including the fees for each participant and other payment details when an application for use of SLKGMR with an exemption from charges is submitted. If exemption of charges is granted for a fee-charging activity, the applicant organisation must submit a self-certified statement of account (**Annex II**) to the TWDO within one month after conclusion of the activity to prove that no profit has been made from the activity. If the applicant organisation is found not eligible for exemption

from charges after such an exemption is granted, it will be required to pay back the exempted charges. The rates of charges for use of facilities of SLKGMR are set out at **Annex I**. Applicant organisations are not required to attach the receipts/supporting documents to the self-certified statements of account when it is first submitted. However, as the TWDO will conduct random checks on statements of account of fee-charging activities which have been exempted from charges, applicant organisations must keep the receipts and supporting documents for the activity for two years. Such receipts and supporting documents should be produced for the random check for the selected self-certified statement of account in respect of the activity. If the applicant organisation fails to provide the receipts/supporting documents to the TWDO for inspection upon request, it will be required to pay back the exempted charges. The statements of account and all the relevant receipts or supporting documents should be duly stamped with the organisation's chop and certified correct. In case of any suspected fraud, the documents will be forwarded to the relevant Government departments for follow-up actions.

- (10) Applicant organisations failing to submit their duly signed and certified statements of account for inspection by the deadline, i.e. one month after conclusion of the activity, will be handled in accordance with clause IV(14) below and **Annex III**.
- (11) The applicant organisations will be informed in writing of the outcome of their application as soon as possible. Any addition or change of the joint organiser(s)/co-organiser(s) as set out in the application form will not be permitted without approval.
- (12) On approval of the application, a Demand Note for the settlement of charges will be sent to the applicant organisation if payment is required. The applicant organisation should settle the Demand Note using any of the payment methods stated therein one week before the date of use of the venue of SLKGMR for the activity concerned.
- (13) The receipted Demand Note will be served as a permit for use of the facilities of SLKGMR and should be presented to the site staff of the TWDO on the spot before the scheduled function is held. No cash should be handed to any staff of the TWDO.
- (14) The applicant organisation shall be refused to use the facilities of SLKGMR if the receipted Demand Note is not produced at the venue.
- (15) Notification of cancellation of the proposed use of the venue given in writing at least 14 working days in advance may be accepted. Necessary action will be taken to refund any sum of the payment which has been already made upon production of the receipted

Demand Note as proof by the applicant organisation.

- (16) If the venue has to be reserved for departmental use under emergency relief arrangements, for example, cold/heat shelters or functions being held by the Government, such as elections and emergency meetings, the applicant organisations concerned will be notified of the cancellation of their bookings as soon as possible. The sum of the payment made will be refunded upon production of the receipted Demand Note as proof.
- (17) If an applicant organisation fails to hold the activity as scheduled without giving the TWDO prior notification as required under clause II(15) above, the sum of the payment already made will be forfeited. Repeated cancellation may jeopardise future applications of the organisation.
- (18) The applicant organisation should inform the TWDO of and explain any changes to the contents of its application in writing. The TWDO reserves the right to decide whether the change will be accepted, and to withdraw the approval for the applicant organisation's use of facilities of SLKGMR.
- (19) If the applicant organisation contravenes the regulations and conditions of the application for the use of SLKGMR, the TWDO has the right to immediately withdraw the approval for the applicant organisation's use of the facilities of SLKGMR and to take account of the contravention when considering any future applications from the same applicant organisation.
- (20) The operation of SLKGMR will be suspended when Tropical Cyclone Warning Signal No. 8 or higher is issued. When the Black Rainstorm Warning is issued, venue users may continue to stay in SLKGMR but the Hall may be used as temporary shelter. In that case, users may stay in SLKGMR. If the Black Rainstorm Warning or Tropical Cyclone Warning Signal No. 8 or higher is issued at least one hour before the booking session, the operation of SLKGMR will be suspended. SLKGMR will re-open for use within 2 hours after the cancellation of any of the warning signals above.

III. Organisation eligible for exemption of charges

- (1) The facilities may be made available to HAD and other government departments free of charge.
- (2) Applicant organisations and any joint organisers belonging to one of the following categories of organisations may be completely exempted from payment of charges for using the facilities on condition that the activities they organise must be non-profit making.

For organisations under categories (d) and (e) wishing to apply for exemption from charges, relevant supporting documents should be provided in submission of application forms for approval:-

- (a) subvented welfare agencies;
 - (b) subvented educational institutions, subvented schools and non-profit making schools;
 - (c) Offices of Legislative Councillors and District Councillors;
 - (d) charitable organisations or charitable trusts which are exempted from tax under section 88 of the Inland Revenue Ordinance (Cap.112), namely, Yan Chai Hospital, Yuen Yuen Institute, etc.;
 - (e) non-profit making organisations registered under the Societies Ordinance (Cap. 151) or incorporated under the Companies Ordinance (Cap. 32), and the Constitutions or Memoranda of Association of which should provide that members of the organisations will not take any share of the profits or any share of the assets upon dissolution; or
 - (f) local committees/organisations recognised by the Government, such as District Youth Programme Committees, District Fight Crime Committees, Rural Committees, Kaifong Welfare Associations, Owners' Corporations and Owners' Committee, etc.
- (3) Candidates standing for election to the Legislative Council and the District Councils may be granted full exemption if they apply for permission to use the facilities of SLKGMR for electoral meetings during the period between the close of nomination(s) and polling day.

IV. Regulations and conditions to be followed by applicant organisations

- (1) Compliance with the Law of the People's Republic of China on Safeguarding National Security in Hong Kong Special Administrative Region (National Security Law) and other laws in force:
- (i) The applicant organisation shall declare and ensure that no acts or activities which are likely to constitute or are likely to cause the occurrence of an offence endangering national security under the National Security Law or other relevant laws of the Hong Kong Special Administrative Region (HKSAR), or which would otherwise be contrary to the interest of national security, shall be engaged in the part(s) of the SLKGMR hired by the applicant organisation.
 - (ii) The applicant organisation shall further declare and ensure that all acts and activities engaged in the part(s) of the SLKGMR hired by the applicant organisation shall comply with the laws in force in the HKSAR.
 - (iii) Conduct which may endanger national security or breach other laws in force in the HKSAR will be reported to the law enforcement agencies.
- (2) To ensure fire safety, applicant organisations must comply with the following regulations and

conditions:-

(a) For both indoor and outdoor activities

- (i) The venues shall be used for the designated entertainment activities/functions.
- (ii) No change shall be made to the structural design or layout of the venues that will increase the designated capacity or render escape in the event of emergency difficult.
- (iii) No decoration of readily combustible materials shall be used.
- (iv) Chairs, if provided for the audience, should be battened together in groups of not less than 4 and not more than 14 chairs in each row.
- (v) The power supply cable should be so located that it will not constitute a hazard to the audience/attendees.
- (vi) No scenery or decorations of a readily combustible nature should be erected on the stage (if any).
- (vii) No hydrogen-filled balloons of a readily combustible nature should be hung on site.
- (viii) All exit doors shall remain unlocked.
- (ix) All staircases, exits and corridors shall be kept free from obstruction and be adequately illuminated.

(b) For outdoor activities

- (i) The stage (if any) shall be substantially constructed to such a safety standard as required by the Buildings Department/Architectural Services Department and sited at least 6 metres away from other buildings.
- (ii) Only electric lighting should be used for illumination purpose.
- (iii) Mill barriers shall be set up to bar off the audience/attendees from performing area, public address system and lighting control booth.
- (iv) One 9-litre water/CO₂ fire extinguisher shall be provided at the following locations:
 - the command post; and
 - the main entrance.

(3) The applicant organisation shall not let the venue to other organisations for use, and the gathering or activities must be held in accordance with the objectives stated in the approved application and/or the programme previously submitted upon the application.

(4) The applicant organisation should arrive at the SLKGMR within the first 15 minutes of the approved session of using the venue and/or equipment.

- (5) No posters, slogans, banners, flags or portraits shall be posted or hung when using the venue unless prior approval from TWDO has been obtained. Chanting of slogans and activities that disturb public order are prohibited. The activity and noise generated therein should not affect other activities held in the SLKGMR at the same time. No eating in the venue or animals except guide dogs in the SLKGMR is allowed.
- (6) No inflammable objects/dangerous goods are allowed in the venue. Smoking, cooking, lighting of fire or use of fireworks, burning of joss paper or joss sticks or sprinkling powder on the floor are all prohibited in the venue.
- (7) The applicant organisation should assume responsibilities for physical arrangements such as sound equipment and seating, and shall not erect any structure, including a dais and altar, etc, put any nails or other materials that are difficult to remove such as lacquer, paints or other similar materials on the walls, furniture and other equipment. The applicant organisation shall be liable to compensate for any damage to any equipment, furniture or fabric of the venue.
- (8) Conducting fund-raising, sales or auction activity within the venue are prohibited. If the public has to buy tickets for the activity, admission tickets should not be sold on the spot within the venue or at any nearby locations.
- (9) The applicant organisation should maintain good order and discipline during the activity, clean up the venue after use and restore the venue to its original condition.
- (10) The applicant organisation may provide its own sound equipment for use. If private sound equipment is required for any other kinds of activities, application for its use must be submitted together with the application for use of the venue. Upon approval, the applicant organisation shall employ a qualified technician or operator to operate its own sound equipment and notify the staff of the TWDO inside SLKGMR accordingly. The applicant organisation shall assume full responsibility for any damage to its own sound equipment arising from the activity.
- (11) No additional electric appliances and lighting equipment are to be installed in any part of the venue unless prior permission from the TWDO has been obtained.
- (12) The applicant organisation shall ensure that the number of participants does not exceed the anticipated number of participants stated in the application form or the maximum capacity of

the venue. Otherwise, staff members of the TWDO have the right to step in to control the number of participants or terminate the right of the applicant organisation to use the venue and request the applicant organisation to have the venue cleared at once for the sake of public safety.

- (13) Staff members of the TWDO have the right to enter, at any time, any part of the venue used by the applicant organisation and impose additional conditions for its continued use in the light of prevailing circumstances.
- (14) The Government has the right not to grant the use of SLKGMR (including the facilities thereof) to any applicant organisation.
- (15) In the event of breach of any guidelines, regulations and conditions, in addition to the consequences set out in clause IV(24) below, demerit points will be given for the breach. Demerit points shall be given for each breach and counted individually, irrespective of whether the breach occurred during the same activity. Each breach shall attract demerit points ranging from 3 points for "Minor Breaches", 5 points for "Serious Breaches" to 10 points for "Very Serious Breaches", depending on the seriousness of the breach. Applicant organisations with a total of 10 or more demerit points accrued within 12 months (applicable to SLKGMR and/or Community Halls/Community Centres (CHs/CCs) of the District) will be banned from reserving all facilities of SLKGMR and/or CHs/CCs of the District and using facilities of SLKGMR and/or CHs/CCs of the District as joint organiser / co-organiser in the district in the next two quarters; or the use of the facilities in SLKGMR and/or CHs/CCs of the District for which approval already granted may be revoked immediately where the circumstances warrant. Details of the Demerit Points System are set out at **Annex III**. Examples of calculating demerit points are set out at **Annex IV**.
- (16) HAD 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 organisation 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 VI**. The applicant organisation shall not hinder, obstruct or prevent these licensing bodies from entering any part of the

CHs/CCs used by the applicant organisation for the purpose of the licensing body exercising its right of entry (if any) under the relevant licensing agreements.

- (17) (a) Subject to clause IV(16), the applicant organisation 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 SLKGMR or any part thereof, unless the applicant organisation 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.
- (b) The applicant organisation shall not, and shall ensure that its authorised 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 SLKGMR.
- (18) For the purpose of Part IV, "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 the future (of whatever nature and wherever arising), and in each case whether registered or unregistered and including application for the grant of any such rights.
- (19) If the applicant organisation performs, plays and/or shows copyright musical works, the applicant organisation shall complete CASH's "Programme Return Form" at **Annex VII** and return the duly completed Form to CASH within 30 days from the date of last performance.
- (20) The applicant organisation, and its members, partners, employees, contractors, agents and licensees (each a "Related Person" and together "Related Persons" of the applicant organisation) whether as invitees or otherwise, are entirely at their own risk whilst using or pre the sent at SLKGMR. Neither the Government nor any of its employees, agents or contractors shall be under any liability whatsoever for or in respect of:-
- (a) any loss of or damage to any of the applicant organisation'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
- (b) any injury to or death of personnel of the applicant organisation 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 arises directly or indirectly in connection with, out of or in relation to the use of the SLKGMR by the applicant organisation or any of its Related Persons.

- (21) The applicant organisation shall indemnify and keep the Government fully and effectively indemnified against:-
- (a) 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 ("Claims"); and
 - (b) 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 SLKGMR by the applicant organisation or any of its Related Persons including any loss, damage, injury or death referred to in clause IV(20) 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.
- (22) The applicant organisation 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 organisation or any of its Related Persons.
- (23) For the purposes of clauses IV(20), IV(21) and IV(22), "Negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (24) The applicant organisation shall further observe and comply with any additional rules, advice, regulations and special conditions as may be prescribed by TWDO from time to time in relation to the use of the SLKGMR as the circumstances may require and ensure that its employees, agents, co-organisers, contractors and all other persons admitted to the SLKGMR shall also do so.

If the applicant organisation fails to comply with any of the requirements or conditions set out in this document or any additional rules, advice, regulations and special conditions as may be prescribed by TWDO from time to time, TWDO is entitled to cancel the confirmed booking, terminate the use of the SLKGMR with immediate effect and forfeit any payment made by the applicant organization in relation to the use of the SLKGMR. The applicant organization shall vacate the SLKGMR immediately under such circumstances.

Without prejudice to the generality of the foregoing, the TWDO has the authority to interpret and make exceptions to the regulations and conditions contained herein.

- (25) Expiry of the approved period of use of SLKGMR 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 IV(21) and IV(22)) which shall survive the same and shall continue to be binding on the applicant organisation and shall remain in full force and effect.

Note: The TWDO reserves the right to amend the contents of these guidelines.

Tsuen Wan District Office
December 2022

租用西樓角花園多用途活動室設施收費表
Rates of Charges for Use of Facilities Available in
Sai Lau Kok Garden Multi-purpose Room

設施 <i>Facility</i>	收費(每小時) <i>Rate (per hour)</i>	備註 <i>Remarks</i>
禮堂-基本收費 Hall - basic charge	\$90	<ul style="list-style-type: none">• 活動室備有傢具／器材，例如：桌子、椅子等，詳情可參考附件 V。如有需要，申請機構可自行安排座位。• 禮堂只有梗窗，使用時需開啟空調。不設舞台或燈光設備。
禮堂-空調收費 Hall - air-conditioning charge	\$89	

To: Tsuen Wan District Office

Exemption of Charges for Use of Facilities in Sai Lau Kok Garden Multi-purpose Room
Statement of Account

Section A : Basic InformationName of Venue: Sai Lau Kok Garden Multi-purpose Room

Facility Rented: _____ Name of Activity: _____

Applicant Organisation: _____

Date of Activity: _____ Time of Activity: _____

Number of Participants: _____

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

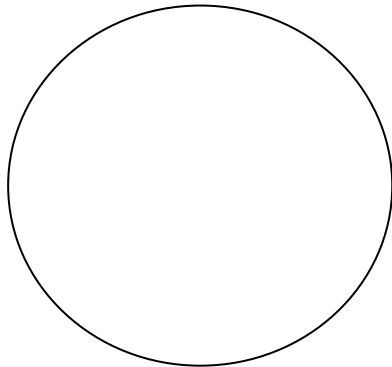
Items	Number/Quantity	Unit Rate (\$)	Total Income (\$)
<i>Example 1 : Participant/Audience fee</i>			
<i>Example 2 : Sponsorship by Company X</i>			
1.			
2.			
3.			
4.			
5.			
Total :			

Section D : Details of Expenditure

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

Section E : Declaration by Authorised Person of Applicant Organisation

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 organisation and joint organiser(s)/co-organiser(s)(if any)
 have not made any profit from the activity.
 have made profit from the activity and agree to settle the hiring charges payable to the Government.



Official Chop of
Applicant Organisation

Signature : _____
Name : _____
Post : _____
Name of Organisation : _____
Date : _____

Remarks:

1. This statement of account is only applicable to a fee-charging activity which has been exempted from charges for use of facilities in Sai Lau Kok Garden Multi-purpose Room.
2. If a fee-charging activity has been exempted from charges, the applicant organisation must submit a self-certified statement of account to Tsuen Wan District Office within one month after conclusion of the activity.
3. The applicant organisation is not required to attach any receipts/supporting documents to the self-certified statement of account when it is first submitted. However, as Tsuen Wan District Office will conduct random checks on statements of account of fee-charging activities which have been exempted from charges, applicant organisation must keep the receipts and supporting documents for the activity for two years. Production of such receipts and supporting documents for examination will be 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 Sai Lau Kok Garden Multi-purpose Room. 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, Tsuen Wan District Office, 1/F, Multi-storey Carpark Building, 174-208 Castle Peak Road, Tsuen Wan.

Demerit Points System of Sai Lau Kok Garden Multi-purpose Room

(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 on the use of facilities, such as 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 the DO.		
4	Cancellation of allocated timeslot with less than 14 working days' advance notice before the date of the activity.		
5	Failed to submit an application for approval for alteration of the nature of activity or addition/change of joint organiser(s)/co-organiser(s) 14 working days or more before the date of the activity.		
6	Failed to produce the approval letter for use of facilities in Sai Lau Kok Garden Multi-purpose Room (SLKGMR).		
7	Failed to vacate the venue on time.		
8	Number of participants exceeds the maximum capacity of SLKGMR.	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.		
11	Altered the nature of activity or addition/change of eligible joint organiser(s)/co-organiser(s) without prior approval of the DO.		
12	Permanent damage of the facilities, such as PA system, hardware that needs replacement. The organisation 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 organisation.		
15	Holding of fee-charging activities against the original claim of non-fee charging		
16	Conducting fund-raising, sales or auction activity within the venue without the permission from the DO.		
17	Addition of ineligible joint organiser(s)/co-organiser(s).		

(B) Rules under the Demerit Points System

1. The Demerit Points System is district-based.
2. Under the Demerit Points System, an applicant organisation or hirer will be given demerit points for breaching regulations or conditions. Demerit points will be 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 organisation or hirer will be served the demerit points for breaches of regulations or conditions.
3. Once an organisation or hirer has accrued a total of 10 or more demerit points within 12 months (applicable to SLKGMR and/or Community Halls/Community Centres (CHs/CCs) of the District), it will be banned from booking SLKGMR and/or CHs/CCs of the 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 organisation 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 applicant organisation 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 SLKGMR and/or CHs/CCs of the District, 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 organisation 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 organisation will also be stated in the letter.
6. The organisation 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.

Examples of Calculating Demerit Points

Assuming that advance booking is allowed, that applications for use of facilities of Sai Lau Kok Garden Multi-purpose Room (SLKGMR) and/or CH/CC of the District are processed on a quarterly basis and that timeslots are allocated through a ballot system, an applicant who wished to use the SLKGMR and/or CH/CC facilities in Q4 of 2011 was allowed to submit an application before the end of Q2 of 2011. Lots were drawn at the beginning of Q3 of 2011 and successful applicants were notified in writing accordingly.

Example A

No. of demerit points	3	5	3
Date of breach	1.6.2010	10.1.2011	5.6.2011
Total demerit points accrued	3	8	8

On 5.6.2011, only 8 points had been accrued within a period of 12 months because the 3 points incurred on 1.6.2010 had lapsed by 1.6.2011.

Example B

No. of demerit points	3	5	3
Date of breach	1.6.2010	10.1.2011	28.5.2011
Total demerit points accrued	3	8	11

On 28.5.2011, 11 points had been accrued within a period of 12 months. A ban from bookings in the next two quarters (that relate to bookings for use of facilities of SLKGMR and/or CH/CC of the District in Q4 of 2011 and Q1 of 2012) was imposed. All the 11 points arising from the 3 breaches were cleared. Assuming that the organization concerned had other successful bookings for use of facilities of SLKGMR and/or CH/CC of this District in the remainder of Q2 and also Q3 of 2011, it may continue to use the allocated sessions up to Q3 of 2011 unless otherwise directed. Demerit points arising from new breaches of guidelines and regulations will be counted afresh after 28.5.2011.

Example C

No. of demerit points	3	5	3	10
Date of breach	1.6.2010	10.1.2011	28.5.2011	30.6.2011
Total demerit points accrued	3	8	11	10

Following Example B above, the organization committed a 10-point breach on 30.6.2011. Another ban from booking in the two quarters following the two quarters under the first ban was imposed. That means, the organization will not be allowed to submit application for a total period of 12 months.

2. 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. The remaining lower demerit points incurred from the other breaches committed in the same activity will be carried forward. Details are illustrated below.

Example D

No. of demerit points	3	3	3 5	5 3
Date of breach	1.6.2010	10.1.2011	28.5.2011	3.4.2012
Total demerit points accrued	3	6	11+3 (3 points carried forward)	11

On 28.5.2011, two separate breaches were found in the same activity. Since the highest demerit points incurred in this activity was 5, the 5-point breach was counted first while the 3-point breach would be carried forward. 11 points were then accrued when 5 points were added to the original 6 points accrued on 10.1.2011. A ban from bookings in the next two quarters (that relate to bookings for use of facilities of SLKGMR and/or CH/CC of this District in Q4 of 2011 and Q1 of 2012) was imposed and the 11 points arising from 3 breaches would be cancelled after the ban was imposed. The remaining 3 points from the remaining breach incurred in the same activity on 28.5.2011 would then be carried forward. On 3.4.2012, another two breaches were found. Since the addition of the 3 points brought forward from 28.5.2011 and the 8 points incurred on 3.4.2012 resulted in an accrual of 11 points within 12 months, both new breaches were counted, thus necessitated the issue of another ban.

西樓角花園多用途活動室家具／器材列表List of Furniture and Equipment in
Sai Lau Kok Garden Multi-purpose Room

家具/器材 Furniture/Equipment	禮堂 Hall
摺枱 Folding table	9 張(nos)
疊椅 Stackable chair	200 張(nos)
展板 Exhibition board	16 塊(nos)
音響系統 Public address system	✓
有線咪 Wired microphone	5 支(nos)
無線咪 Wireless microphone	4 支(nos)
座地式咪架 Mic stand (floor)	4 個(nos)
白板 White board	2 塊(活動式) 2 nos (portable)
投影機及投影幕 Projector and screen	2 套(活動式) 2 sets (portable)
藍光機 Bluray player	2 部(固定) 2 nos (fixed)
場地可容納人數上限 Venue maximum capacity	200 人(pax)

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PROGRAMME RETURN FORM
節目報表
(For Short-term Events)
(短期節目適用)

Programme Name : _____
節目名稱 : _____

Performing Venue : _____
演出場地 : _____

Performing Date(s) : _____
演出日期 : _____

Programme Time : _____
節目時間 : _____

Name of Event Organiser : _____
節目主辦機構名稱 : _____

Contact Person : _____
聯絡人姓名 : _____

Position : _____
聯絡人職位 : _____

Contact No. : _____
聯絡電話 : _____ (office) _____ (mobile)

Instructions 指示

Please list out in the following table the musical works live performed or played as background music at the above event. 請於以下列表中列出在上述節目內現場演唱過或作為背景音樂播放過的音樂作品。

Please return this form by fax at 2537-0569 or mail to Composers and Authors Society of Hong Kong, 18/F Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong within 30 days from the date of last performance. 請於最後的表演日起 30 天內傳真此表格至 2537-0569 或寄回香港作曲家及作詞家協會，中環亞畢諾道 3 號環貿中心 18 樓。

Title of Performed Work 演出作品名稱	Composer/Author 作曲人/作詞人	Original Performer 原唱者	Performance Duration 演出時間
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

(Continued from overleaf 接上頁)

Title of Performed Work 演出作品名稱	Composer/Author 作曲人/作詞人	Original Performer 原唱者	Performance Duration 演出時間
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

PLEASE SELECT 請選擇：

- A copy of the programme booklet is enclosed with this form.
隨件附上節目場刊副本。
- A copy of the programme booklet will be mailed to your Society separately.
節目場刊副本將分別郵寄予貴會。
- No programme booklet.
本節目並沒有印製場刊。

For and on behalf of the event organiser

Signature & Company Chop
簽署及蓋章

Date
日期