

**Guidelines and Conditions on Application for the Use of
Facilities in a Community Hall (CH) of Kowloon City District
(December 2024)**

I. Eligibility Criteria

- (a) Applicants must be legitimate groups or Government recognized/ sponsored organizations, such as:
- (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 exempt 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.622); 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, District Fire Safety Committees, Rural Committees, Kaifong Welfare Associations, Owners' Corporations, Owners' Committees, etc; and
 - (vii) Government departments or public organizations.
- (b) The proposed activities must be in the interest of the public or serve the purpose of community building. Activities of commercial nature, in breach of the law or liable to cause social disorder will not be allowed. Applications from commercial bodies may be considered provided that the activity has a clear public interest dimension and is of public concern to the local community. Otherwise, any applications from commercial bodies will not be accepted.
- (c) The final decision on any application is vested with Kowloon City District Office (KCDO).

II. Procedures for Application

1. Application Form

- (a) Applicant should submit, three months before the date of the activity for quarterly advance bookings (i.e. January to March, April to June, July to September, October to December), or four weeks in advance of the date of activity, a completed application form to KCDO setting out the joint organizer/co-organizer, if any, specifying the purpose and the programme of the proposed activities. 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 clause 6. The completed application form may be sent to KCDO by the following means:
- By fax: 3691 8897
 - By post or in person: Kowloon City District Office, 8/F Kowloon City Government Offices, No. 42 Bailey Street, Hung Hom
By email: ktch_kc@had.gov.hk (Kai Tak Community Hall)
 - By email: hhch_kc@had.gov.hk (Hung Hom Community Hall)
- (b) Application forms are obtainable at the CH or KCDO and the homepage of Home Affairs Department (www.had.gov.hk).
Enquiry telephone number:
Kai Tak Community Hall: 2621 3446
Hung Hom Community Hall: 2773 0735
- (c) Applicant must be the person-in-charge of the organization (e.g. chairman, president, executive director, principal, etc). A valid application form should bear the signature of the person-in-charge, and the official stamp of the organization. Application forms with missing or ambiguous information are not accepted. Applications will only be processed upon receipt of a valid and completed application form. Advance bookings over telephone or verbal application are not accepted.

2. Advance booking system

- (a) To facilitate applicant in making advance booking of the facilities in Kowloon City District, applicant may submit an application on the first five working days at the beginning of a quarter 3 months before the function date. For example, applications for using the facilities between January and March next year are accepted as early as in October. Applicant may apply for holding one-off activity or activity that lasts for as long as three months, with the maximum booking hours capped at 90.
- (b) In case there are more than one organizations applying for the same time slot, applications will be processed in accordance with the priority set out as follows.

Order of priority of organizations:

- (i) KCDO and other Government departments;
 - (ii) Committees of KCDO;
 - (iii) Owners' corporations, owners' committees in Kowloon City District (Only limited to annual general meeting);
 - (iv) Organizations based in Kowloon City (according to the registered addresses) recognized by Government departments.
- (c) After categorizing applicants according to clause 2(b) above, if two or more applications for a certain time slot are received from organizations of the same priority, large-scale and non-continuous activities are prioritized over class activities. If two or more applications from the same priority group are of the same classification, the hiring arrangement will be decided by lots-drawing. Classification of activities are as follows.
 - (i) Large-scale activities – activities with at least 100 anticipated participants.
 - (ii) Class activities – activities held at the same time slot, same weekday every week in a particular month (e.g. 9 a.m. to 10 a.m., every Mondays in January).
 - (d) KCDO will arrange lots-drawing at 3 p.m. in the conference room of HHCH on the 12th working day after the deadline for submission of the first month of each quarter (i.e. January, April, July and October). One representative of each applicant is welcome to observe the procedure. KCDO will not issue separate notice to inform the applicants on the date, time and venue of the lots-drawing. If Typhoon Signal No. 8 or above is hoisted or Rainstorm Black Signal is issued by The Hong Kong Observatory on the day of lots-drawing, the lots-drawing will be cancelled and postponed to the following working day, with the time and venue remain the same.
 - (e) Written approval letter will be issued to successful applicant on the last working day of the first month of each quarter. Remaining sessions, if any, will be displayed in CH after lots-drawing.

3. Waitlist application

- (a) KCDO accepts applications for remaining sessions after the result of lots-drawing is announced. Waitlist application should be submitted at least 4 weeks before the date of activity. Depending on factors such as the nature of activity, degree of public attendance, etc., KCDO may at its discretion consider an application submitted less than 4 weeks in advance. However, in no circumstances applications submitted less than 10 working days are accepted.
- (b) Discretion mentioned in clause 3(a) does not apply to fee-charging activities (including the fee-charging activities that are intended to apply for exemption from payment of charges for using the facilities of CH). Applications of fee-charging activities have to be submitted at least 4 weeks before the date of activity. No applications with insufficient notice period is accepted.
- (c) Waitlist applications are processed on 'first-come first-served' basis. If more than one applications applying for the same time slot of the same facility are received on the same date, the hiring arrangement will be decided in accordance to clause 2(b) to (d). Result will be announced as soon as possible.

4. Payment of charges

- (a) On approval of the application, a Demand Note for the settlement of the charges will be sent to the applicant if payment is required. Rates of charges and exemption from payment of charges for use of the CH is at **Annex I**.
- (b) 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 before the scheduled activity commence. No cash should be handed to any staff members of the CH.
- (c) The applicant shall be refused the use of the venue and facilities if the receipted Demand Note or the letter of approval for exemption of payment cannot be presented at the venue.

5. Amendments on particulars of activities

- (a) Any addition or change of the joint organizer/co-organizer as set out in the application form is not permitted without approval
- (b) If amendments regarding the proposed activity or details in the application form have to be made after approval is given, the applicant should provide written notification with explanation 7 working days before the date of activity. Regarding such amendments, the applications have to be reconsidered.
- (c) Written notification of cancellation of the proposed activities should be submitted 14 working days in advance. Necessary action will be taken to refund any payment already made on production of receipted Demand Note.
- (d) 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.
- (e) Further to clause 5(d), multi-purpose room will be hired as a temporary heat or cold shelter. KCDO will notify the applicant about the cancellation latest by the day of hiring.
- (f) If an applicant fails to turn up by the approved time slot without the notification required by (b) above, any amount paid will be forfeited.

6. Application for exemption from payment of charges for use of facilities

- (a) Applicant and its joint organizer/ co-organizer, if any, intend to apply for exemption from payment of charges for use of facilities of CH, must submit a copy of registered society. Otherwise, applications will not be accepted. Details showing the conditions of exemption is at **Annex I**.
- (b) Applicant of fee-charging activities, who wish to apply for exemption from payment of charges, should submit a budget for the proposed activity, together with the application form. Otherwise, applications will not be accepted.
- (c) If a fee-charging activity has been exempted from charges, the applicant must submit a self-certified statement of account (at **Annex II**) 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 needs not attach any receipts/supporting documents to the self-certified statement of account when it is first submitted. However, as KCDO 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 KCDO for inspection upon request, it will be required to pay back the exempted charges.

7. Available time slots and facilities for hiring

(a) Sessions available for hiring CH are as follows.

1st session	9:00 a.m. to 11:00 a.m.
2nd session	11:00 a.m. to 2:00 p.m.
3rd session	2:00 p.m. to 4:00 p.m.
4th session	4:00 p.m. to 6:00 p.m.
5th session	6:00 p.m. to 8:00 p.m.
6th session	8:00 p.m. to 10:00 p.m.

(Remarks: CH is closed on the first three days of the Lunar New Year)

(b) Details of facilities available for hiring at CH in Kowloon City district are at **Annex III**.

(c) If the applicant organization will use the conference room and stage meeting room at the same timeslot and request for the removal of partitions between the two rooms, the applicant organization should include the time required for the removal and reinstatement of the partition boards into their hiring hours of the concerned facilities. The applicant organization should reserve sufficient time for the venue setup preparation work. The duration for removal and reinstatement of the partition boards will be one hour each (i.e. a total of 2 hours).

8. Requirements on number of participants

	Hung Hom Community Hall UG/F & 1/F, Kowloon City Government Offices, 42 Bailey Street, Hung Hom		Kai Tak Community Hall 3 Concorde Road, Kai Tak	
	Minimum number of participants	Maximum number of participants	Minimum number of participants	Maximum number of participants
Multi-purpose Hall	10	450	10	450
Multi-purpose Room	5	50	/	
Conference Room	5	30	5	25
Stage-meeting Room	5	20	5	20

III. Regulations and conditions to be followed by applicant

(a) 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 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 CH hired by the applicant.
- (ii) The applicant shall further declare and ensure that all acts and activities engaged in the part(s) of the CH hired by the applicant 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.

- (b) To ensure fire safety, the following regulations and conditions for both indoor and outdoor activities should be followed by the applicant:
- The premises shall be used for the designated activities/functions.
 - No change shall be 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 shall be used.
 - Chairs, if provided for audience, shall be battened together in groups of not less than four and not than fourteen per row.
 - The power supply cable shall be so located that it will not constitute a hazard to the audience/ attendees.
 - No scenery or decorations of readily combustible nature shall be erected on the stage.
 - No hydrogen-filled balloon of readily combustible nature shall 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.
- (c) The activity must be held in accordance with the programme previously submitted by the applicant.
- (d) The applicant shall not post or hang posters, slogans, banners or portrait; conduct auction, fund-raising or sales activity, nor allow eating nor animals except guide dogs in the CH when using the facilities, unless prior approval from KCDO 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.
- (e) 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.
- (f) The applicant shall restore the facilities to their original conditions and clean up the place after use.
- (g) Eating is strictly prohibited in the CH. Under special circumstances where eating in the venue is required, the applicant should submit written application to KCDO in advance.
- (h) The applicant may provide its own sound equipment. If audio-visual or stage lighting equipment within the CH 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. The applicant shall assume full responsibility for any damage caused.
- (i) Staff members of KCDO shall have the right to enter, at any time, any part of the CH used by the applicant and impose additional conditions for its continued use in the light of prevailing circumstances.
- (j) No cash transactions (including but not limited to collection of tips, sale and fund raising activities) are allowed in the CH.
- (k) In the event of breach of any guidelines, regulations and conditions, in addition to the consequences set out in clause 3(t) below demerit points will be given for the breach. 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 and using CH facilities as joint organiser/co-organiser in the district in the next two quarters or the use of the facilities in CH may be revoked immediately where circumstances warrant. Details of the Demerit Points System are at **Annex IV**. Examples of calculating demerit points are at **Annex V**.

- (l) 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 CH. 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 CH 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 shall not hinder, obstruct or prevent these licensing bodies from entering any part of the CH used by the applicant for the purpose of the licensing body exercising its right of entry (if any) under the relevant licensing agreement.
- (m) (i) Subject to clause (l), 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 CH 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.
- (n) For the purpose of clause (l), “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.
- (o) 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.
- (p) 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 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 by the applicant or any of its Related Persons.

- (q) 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 by the applicant or any of its Related Persons including any loss, damage, injury or death referred to in clause (p) 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.

- (r) 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.
- (s) For the purposes of clauses (p), (q) and (r), “Negligence” shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (t) The applicant shall further observe and comply with any additional rules, advice, regulations and special conditions as may be prescribed by the District Offices or DCs/DFMCs from time to time in relation to the use of CH as the circumstances may require and ensure that its employees, agents, co-organisers, contractors and all other persons admitted to the CH shall also do so.

If the applicant 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 the District Offices or DCs/DFMCs from time to time, the District Office is entitled to cancel the confirmed booking, terminate the use of the CH with immediate effect and forfeit any payment made by the applicant in relation to the use of the CH. The applicant shall vacate the CH immediately under such circumstances.

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

- (u) The expiry of the approved period of use of the CH 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 (q) and (r) which shall survive the same and shall continue to be binding on the applicant and shall remain in full force and effect.
- (v) KCDO reserves the right not to grant the use of the CH (including the facilities thereof) to any applicant.
- (w) KCDO reserves the right not to allow any non-hirers to enter the CH or to use the facilities.
- (y) KCDO reserves the right to amend the Guidelines at any time without the need to issue separate notice, and also reserves the power to make final decision relating to the hiring of the CH.

IV. Others

- (a) The facilities of the CH will be closed if Typhoon Signal No. 8 or above is issued by The Hong Kong Observatory. Users should take immediate action to terminate the activity and leave the CH, or stay in the CH until conditions are safe for them to leave.
- (b) If Typhoon Signal No. 8 or above or Rainstorm Black Signal is issued by The Hong Kong Observatory within two hours before the booked session, the session will be cancelled. The CH will reopen 2 hours after the cancellation of the above signals. If the signal calls off at or after 6:00 p.m., the bookings in the 6th session will be cancelled. Those who have booked the KTCH facilities may call KCDO at 3467 8266 for enquiries and who those have booked the HHCH facilities may call KCDO at 2365 6475 for enquiries.
- (c) Under special circumstances, e.g. the venue has to be reserved for emergency shelter and emergency repair of facilities etc., KCDO reserves the right to cancel the approved booking applications and the applicant will be informed as soon as possible. Any payment made will be refunded to the applicant upon production of the receipted demand note. KCDO will not make compensation for any loss thus incurred to the applicant.

Kowloon City District Office
December 2024

**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 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 exempted from tax under section 88 of the Inland Revenue Ordinance (Cap.112) or trust of a public character, non-profit making organizations registered under the Societies Ordinance (Cap. 151) or non-profit making organisations incorporated under the Companies Ordinance (Cap. 32) and all 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;
 - (v) Local committees recognized by the Government, such as Summer Youth programme District Co-ordinating Committees, District Fight Crime Committees, etc;
 - (vi) Local organisations recognized by the Government, such as Mutual Aid Committees, Owners' Corporations, Owners' Committees, Kaifong Welfare Associations 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

<i>Facility</i>	<i>Rate (per hour)</i>	<i>Remarks</i>
Multi-purpose Hall – basic charge	\$90	Applicant to provide his own technician to operate the lighting panel and to arrange for seating
Multi-purpose Hall – air-conditioning charge	\$140	
Multi-purpose Hall – using the light panel	\$18	
Dressing Room (Male or Female) – basic charge	\$6.5	
Dressing Room (Male or Female) – air-conditioning charge	\$7	
Conference Room/Stage Meeting Room – basic charge	\$44	
Conference Room /Stage Meeting Room – air-conditioning charge	\$10	
Badminton Court – basic charge	\$68	
Badminton Court – air-conditioning charge	\$140	
Multi-purpose Room – basic charge	\$48	
Multi-purpose Room – air-conditioning charge	\$11	

The rates of charges for use of facilities in Community Halls / Community Centres will be adjusted with effect from 1 March 2025. Please refer to the following table for details:

<i>Facility</i>	<i>Rate (per hour)</i>	<i>Remarks</i>
Multi-purpose Hall – basic charge	\$105	
Multi-purpose Hall – air-conditioning charge	\$160	
Multi-purpose Hall – using the light panel	\$21	Applicant to provide his own technician to operate the lighting panel and to arrange for seating
Dressing Room (Male or Female) – basic charge	\$9	
Dressing Room (Male or Female) – air-conditioning charge	\$8.5	
Conference Room/Stage Meeting Room – basic charge	\$51	
Conference Room /Stage Meeting Room – air-conditioning charge	\$12	
Badminton Court – basic charge	\$78	
Badminton Court – air-conditioning charge	\$160	
Multi-purpose Room – basic charge	\$53	
Multi-purpose Room – air-conditioning charge	\$13	

To: Kowloon City District Office

Application No.: _____

Exemption of Charges for Use of Facilities in Kowloon City District**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'/audience's 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 :	

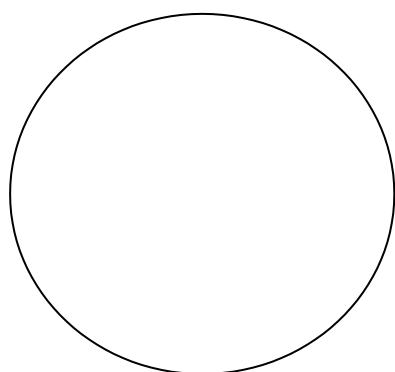
Section E : Declaration by Authorized Person of Applicant Organization

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 KCDO 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, address: Kowloon City District Office, 8/F, No. 42 Bailey Street, Hung Hom, Kowloon City.

Facilities available for hiring in Kowloon City District

	Hung Hom Community Hall	Kai Tak Community Hall
Multi-purpose Hall	<ul style="list-style-type: none"> • Chairs 450 • Folding tables 15 • White board 1 • Wired handheld microphones 4 • Wireless handheld microphones 4 • Wireless lavalier microphones 4 • Wireless headset microphones 4 • Movable display boards 10 • Choir stands 3 • 17" LCD monitor • Projector and Projector screen • DVD player • Stage lighting system • Stage banner gallows • Upright piano 	<ul style="list-style-type: none"> • Chairs 450 • Folding tables 15 • White board 1 • Wired handheld microphones 3 • Wireless handheld microphones 4 • Wireless lavalier microphones 4 • Wireless headset microphones 4 • Movable display boards 10 • 17" LCD monitor • Projector and Projector screen • DVD player • Stage lighting system • Stage banner gallows • Upright piano
	(when used as badminton court) <ul style="list-style-type: none"> • Badminton stand and net 2 • Table tennis table and net 4 	(when used as badminton court) <ul style="list-style-type: none"> • Badminton stand and net 2 • Table tennis table and net 4
Multi-purpose room	<ul style="list-style-type: none"> • Chairs 50 • Folding tables 3 • Wired handheld microphones 2 • Wireless handheld microphones 2 • Stand-alone PA system 	/
Conference room	<ul style="list-style-type: none"> • Chairs 30 • Folding tables 5 • White board 1 • Projector and Projector screen 	<ul style="list-style-type: none"> • Chairs 25 • Folding tables 4 • White board 1 • PA system with 2 wireless microphones 2 • Projector and Projector screen
Stage-meeting room	<ul style="list-style-type: none"> • Chairs 20 	<ul style="list-style-type: none"> • Chairs 20 • Tables 2 • White board 1 • PA system with 2 wireless microphones 2 • Projector and Projector screen

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 DO.		
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) 7 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, 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 organizer(s)/co-organizer(s) without prior approval of DO.		
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, 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 4 weeks 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]*. 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 [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 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’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 CH/CC facilities are processed on a quarterly basis and that timeslots are allocated through a ballot system.

Example A

No. of points	3	5	3
Date of breach	1.6.2021	10.1.2022	5.6.2022
Total demerit points accrued	3	8	8
On 5.6.2022, only 8 points had been accrued within a period of 12 months because the 3 points incurred on 1.6.2021 had lapsed by 1.6.2022.			

Example B

No. of points	3	5	3
Date of breach	1.6.2021	10.1.2022	28.5.2022
Total demerit points accrued	3	8	11
On 28.5.2022, 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 CH/CC facilities in Q3 of 2022 and Q4 of 2022) 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 CH/CC facilities in the remainder of Q2 of 2022, it may continue to use the allocated sessions up to Q2 of 2022 unless otherwise directed. Demerit points arising from new breaches of guidelines and regulations will be counted afresh after 28.5.2022.			

Example C

No. of points	3	5	3	10
Date of breach	1.6.2021	10.1.2022	28.5.2022	30.6.2022
Total demerit points accrued	3	8	11	10
Following Example B above, the organization committed a 10-point breach on 30.6.2022. 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.				

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 points	3	3	3 5	5 3
Date of breach	1.6.2020	10.1.2021	28.5.2021	3.4.2022
Total demerit points accrued	3	6	11+3 (3 points carried forward)	11

On 28.5.2021, 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 10.1.2021. A ban from bookings in the next two quarters (that relate to bookings for use of CH/CC facilities in Q3 of 2021 and Q4 of 2021) 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 28.5.2021 would then be carried forward. On 3.4.2022, another two breaches were found. Since the addition of the 3 points brought forward from 28.5.2021 and the 8 points incurred on 3.4.2022 resulted in an accrual of 11 points within 12 months, both new breaches were counted, thus necessitated the issue of another ban.

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 CH/CC. 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 CH/CC 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.