



**Application Form for Holding Temporary Bazaar Activities
in Public Rental Housing Estates
by Charitable Groups / Organisations**

Part I Eligibility Criteria

- (1) Charitable Groups/Organisations (collectively as “**the Organisers**” and individually as “**the Organiser**”) applying to hold temporary bazaar activities should submit application form and specific proposals ^{Note} at the same time.

Part II Notes on Application

- (1) The Organisers is advised to submit to the Estate Management Office concerned three months in advance of the activity a duly completed Application Form and specific proposals, together with all the required information and supporting documents (e.g. Certificate of Incorporation issued by the Companies Registry/written notice from the Inland Revenue Department confirming the charitable status of the Organisers, Certificate of Registration of a Society issued by the Commissioner of Police, records of past charitable events, other relevant licence(s)/permit(s), insurance policy, etc.) to facilitate Housing Department (HD) to assist them in consulting relevant government departments and referral of their specific proposals to relevant District Offices (DO) for local consultation. Failure to provide sufficient information will deter the Hong Kong Housing Authority (HA) from processing the applications.

^{Note} The Housing Department (HD) will liaise with the Organisers and assist them in consulting relevant government departments and referral of their specific proposals to relevant District Offices (DO) for local consultation. The feasibility of the proposal and the impact on the estate concerned will also be considered. If the public rental housing (PRH) estate concerned involves other owner(s), and the land lot is subject to a land lease and a deed of mutual covenant, consent from other owner(s) and approval from the Lands Department would need to be obtained.

- (2) For activities to be held in Tenants Purchase Scheme estates / Buy-or-Rent Option courts / Home Ownership Scheme / Green Form Subsidised Home Ownership Scheme courts other than HA premises, applications shall be made to the relevant property managers or owners' corporations direct.
- (3) At any given period of time, each group/organisation can use no more than one designated location for holding activities. If more than one Organiser apply for using the same venue at the same time, applications will be processed on a first-come-first-served basis according to the date of submission. If the applications are received on the same day, the Organisers will be invited to witness a ballot arranged by the Estate Management Office to determine the priority. If the representatives of the Organisers are not able to attend and witness the ballot, HA will arrange an officer in the Estate Management Office who is not in charge of venue booking to be the witness.
- (4) Once the application is approved (by way of an approval letter), the Organiser -
 - (a) cannot sublet or assign its right of using the venue;
 - (b) shall (when deciding not to use the venue for whatever reasons upon obtaining approval) notify the Estate Management Office to cancel the application by written notice at least 3 days before the date of the activity so that the venue can be released for applications from other groups/organisations;
 - (c) shall make an application to HD if it wishes to display promotional materials and place all approved promotional materials within the venue; and
 - (d) shall comply with all the requirements contained in the approval letter.
- (5) The Organiser shall be responsible for the operation of the activity and the management of the venue and shall obtain all necessary permits and licences from the relevant authorities/government departments (documentary proof shall be submitted to the respective Estate Management Office prior to the launching of the activity) and comply with and observe the provisions of all ordinances, regulations, rules, and by-laws, as well as the directions and orders of all relevant government departments and other appropriate authorities in connection with the carrying out of the approved activity at the designated venue. It is

advised that mainly dry goods should be sold at the stalls. If the sale of food is involved, the Organiser shall obtain all necessary licences/permits from the relevant authorities/government departments and be held responsible for food safety. In addition, pre-packaging the food is recommended to minimise the impact on the environmental hygiene.

- (6) During the course or time of the activity, the Organiser shall -
- (a) not cause nuisance or annoyance to the public or residents, and shall not use any loudhailer;
 - (b) not cause obstruction to the pedestrians, vehicular traffic or the emergency vehicular access of the estate/area/place in, near or about which the designated venue is located or the activity is being held;
 - (c) comply with and perform all the statutory provisions, regulations, rules and by-laws, and follow the instructions and orders issued by the relevant government departments and other authorities. For example, if the activity involves public broadcast of music, sound recording, music videos, etc., prior licence from the copyright owners is required according to the Copyright Law of Hong Kong;
 - (d) provide sufficient measures on crowd control and take all necessary precautionary measures against accidents throughout the activity;
 - (e) hold the activity within the designated venue and no other activities shall be held at the venue, and shall not hold the activity at other venues, locations or places, such as shopping centres and domestic blocks;
 - (f) place all approved promotional materials within the designated venue;
 - (g) follow instructions of estate management staff on carparking arrangements;
 - (h) provide seats and shelters from sun and rain at the venue as appropriate;
 - (i) deploy sufficient staff/volunteers/helpers during the course or time of the activity;
 - (j) provide first aid service and other logistic support (such as marquees and mobile toilets);

- (k) consider hiring security guards for crowd control at the venue; and
 - (l) take photographs to record the activity. HA has the right to request the Organiser to produce these photographs where necessary (such as for the purpose of verification of complaint(s) about the Organiser not using the venue (as approved or otherwise) or for any other purposes considered appropriate by HA).
- (7) In order to avoid or minimise the risk of any loss of or damage to properties or personal injury/death caused by accidents (e.g. mechanical breakdown, suspension of power/water supply, fire, and loss of or damage to articles on display/collected or personal injury/death caused by the said accidents) or due to any other causes during the activity or the use of the venue, the Organiser shall effect and maintain in full force an insurance with a registered insurance company against any such loss or damage.
 - (8) No storage will be provided at the venue.
 - (9) Provision of parking spaces is subject to the availability of suitable parking spaces in the public rental housing estates concerned. Estate management staff shall have full discretion on the parking arrangement according to the local situation and condition and the Organiser shall follow instructions of the estate management staff. The Organiser shall make its own carparking arrangements at its own cost.
 - (10) HA will charge a fee for the use of venue. The fees charged for different applications vary depending on the nature of the Organisers and the activities to be held. The fee(s) will be stated in the approval letter.
 - (11) The Organiser shall comply with any additional conditions or requirements imposed on the Organiser by HA in the approval letter and/or during the period in which the approved activity is being held at the venue.
 - (12) In case of breach of or non-compliance with any of the conditions or requirements of the application or of the approval letter during the period in which the approved activity is being held or otherwise, HA has the right to revoke the approval with immediate effect and the Organiser shall be responsible for any damages suffered or to be suffered by HA as a result therefrom or in relation thereto.
 - (13) HA reserves the right to refuse the application on grounds that the Organiser or any of the related party of the Organiser has engaged, is engaging, or is reasonably believed to have engaged or be engaging in

acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, or the refusal is necessary in the interest of national security or to protect the public interest of Hong Kong, public morals, public order or public safety.

- (14) HA is entitled to revoke any given approval immediately without any compensation to the Organiser in any of the following circumstances or events -
- (a) the Organiser or any related party of the Organiser has engaged, is engaging, or is reasonably believed to have engaged or be engaging in any act or activity that is likely to cause or constitute the occurrence of an offence endangering national security or which would otherwise be contrary to the interest of national security; or
 - (b) revocation of the approval is necessary in the interest of national security or to protect the public interest of Hong Kong, public morals, public order or public safety.
- (15) The Organiser agrees that any approval given by HA will not confer or purport to confer on any third party any benefit or any right to enforce any condition of the approval letter pursuant to or for the purposes of the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

Part III Particulars of the Organiser

We, _____ [name of the Organiser]
would like to apply to HA for the use of a venue at _____ Estate / Court
for holding _____ [Activity Name]
from _____ *a.m./p.m. to _____ *a.m./p.m., every _____,
between _____, 20 _____ and _____, 20 _____.
(Please attach a detailed proposal with the application.)

Part IV Declaration of the Organiser

In consideration of HA's considering our application, we as the Organiser agree and declare (in the event that our application is approved) that -

- (1) HA and HD shall, irrespective of the circumstances or for whatever reasons, not be responsible for any loss/damage or personal injury/death caused by mechanical breakdown, suspension of power/water supply, fire, restrictions imposed by the Government or closure, etc. in or at the venue.
- (2) HA and HD shall not be responsible for any loss of or damage to articles on display/collected in or during the activity.
- (3) We shall be responsible for all the liabilities, losses, damages, costs and expenses which HA or HD may be liable to or incur or suffer by reason of any loss of/damage to properties or personal injury/death as a result of the activity, or any claim, demand, action or proceedings in connection with the activity, and shall indemnify HA and HD for all the losses/damage or personal injury/death.
- (4) HA has the right to revoke the approval or impose any additional conditions or requirements at any time without prior notice.
- (5) At the end of the activity or upon revocation of the approval, we shall clear up the venue by removing all the articles/items/materials therein and deliver up vacant possession of the designated area to HA in a clear and orderly state and in good condition. Failure to do so may result in such articles/items/materials and any other things left unattended being removed by HA at our own cost. We shall keep the venue in a clean and tidy condition at all times during the use of the venue.
- (6) We shall take photographs to record the activity. HA has the right to request us to produce these photographs where necessary (such as for the purpose of verification of complaint(s) about us not using the venue (as approved or otherwise) or for any other purposes considered appropriate by HA).
- (7) Should we, upon approval obtained, fail to inform the Estate Management Office about the cancellation of the use of venue at least 3 days before the date of the activity by written notice or fail to comply with any of the required conditions contained in the approval letter for the current application, HA has the right not to grant approval to us for holding similar/other activities at HA's other venues within 30 days counting from the day immediately following the date on which the approval for the use of the venue was given by HA.
- (8) We fully understand and will comply with all the conditions and requirements contained in Parts I, II and IV of this Application Form.

We are aware that if we do not fully understand any of the abovementioned terms, we may make enquiries and seek clarification with the staff members of the Estate Management Office concerned before signing this Application Form.

Signature of Authorised Person: _____

Name of Authorised Person: _____

Position of Authorised Person: _____

Name of Applicant Group/Organisation: _____

Tel./Fax No./Official Chop of Applicant Group/Organisation (where appropriate): _____

Address: _____

Date: _____

*Delete if inapplicable.