

# Application Form

## Second School Allocation Exercise (“SAE”) 2013 Application for Allocation of Estate Kindergarten (“KG”) Premises

### Note:

1. Please read the guidance notes before completing this form.
2. For each school applying for relocation, please use one application form only. Other than cases involving relocation of the existing schools, each applicant body can submit one application only.

### Part I. Information of Applicant Body

Registered Name of the Applicant Body:

(English) \_\_\_\_\_

(Chinese) \_\_\_\_\_

Correspondence Address:

(English) \_\_\_\_\_

(Chinese) \_\_\_\_\_

Name of Contact Person:

(English) (\*Mr / Mrs / Ms) \_\_\_\_\_

(Chinese) \_\_\_\_\_ (\*先生 / 小姐 / 女士 / 太太)

Position: (English) \_\_\_\_\_ Telephone No: \_\_\_\_\_

(Chinese) \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

\* Please delete as appropriate

### Eligibility Requirement<sup>1</sup>

1. Is the applicant body registered under the Companies Ordinance?

# Yes

No (Please specify under which Ordinance the applicant body is incorporated in Hong Kong:

\_\_\_\_\_ )

2. Is the applicant body a charitable institution or trust of a public character exempted from tax under Section 88 of the Inland Revenue Ordinance?

# Yes

No.

# Please put a “✓” in the appropriate box.

### Part II. Location Preference

Please indicate the preference for the locations below -

<u>Item No.</u>	<u>Location</u>	<u>Priority<sup>2</sup></u>
KG1	Site 1A, Kai Tak Development (Phase 2), Kai Ching Estate (6 classrooms)	<input type="checkbox"/>
KG2	Site 1B, Kai Tak Development (Phase 1), Tak Long Estate (8 classrooms)	<input type="checkbox"/>

<sup>1</sup> Please note the eligibility requirements of the applicant bodies as set out in Item 1 of the Guidance Notes.

<sup>2</sup> Please indicate the location preference with “1” being the “most wanted.” A maximum of two and a minimum of one choice could be made. All applications are subject to scrutiny by the Government or its advisory bodies, and priorities indicated by the applicant bodies will be taken into account. Application with priority box not filled in or not indicating any explicit preference may not be processed further. The Government is not obliged to allocate any premises to any party or follow the priorities indicated by the applicant bodies.

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## Part III. Relocation<sup>3</sup> (Applicable to cases involving relocation only)

1. What is the existing operation mode of the school?  
# KG only  KG-cum-CCC

# Please put a "✓" in the appropriate box.

2. Information on the school to be relocated -

Name of school to be relocated:

(English) \_\_\_\_\_

(Chinese) \_\_\_\_\_

Full Address of the kindergarten: (English) \_\_\_\_\_

(Chinese) \_\_\_\_\_

Reasons for relocation: \_\_\_\_\_

## Part IV. Checklist on Documents Required:

Enclosed

- |   |                          |
|---|--------------------------|
| 1. Duly completed and signed original copy of the application form  | <input type="checkbox"/> |
| 2. <u>If the applicant body is incorporated under the Companies Ordinance</u> , please provide its incorporation document and Memorandum and Articles of Association (M&A) and complete and return <b>Annex</b> of this Application Form.   | <input type="checkbox"/> |
| 3. <u>If the applicant body is incorporated under its own Ordinance</u> , please provide the content of the relevant Ordinance, and its Constitution, if any.   | <input type="checkbox"/> |
| 4. Applicant body's certificate of exemption from tax   | <input type="checkbox"/> |
| 5. 18 copies each of (i) proposed school plan (NOT MORE THAN 10 pages* including all annexes) plus a 2-page* executive summary and (ii) list of operating KGs, schools (with names, and addresses) run by the applicant body with addresses and types; and 2 CD-ROMs containing (i) and (ii). | <input type="checkbox"/> |
| 6. Information showing that parents and teachers have been consulted on the proposed relocation of the kindergarten and their views about the relocation (only applicable to application for relocation).   | <input type="checkbox"/> |

\* Content in pages exceeding the page limits would not be considered.

## Part V. Obligations of the Successful Applicant

**If the applicant body is allocated a kindergarten premises, it will be committed to:**

- (a) implementing education initiatives applicable to KGs;
- (b) maintaining an operation standard to the satisfaction of the Secretary for Education;
- (c) bearing the full cost of operation of a new KG;

<sup>3</sup> For schools housed in estate KG premises, if allocated premises for relocation, the concerned operators are required to return the original estate KG premises in which the school is originally housed, to the Government within a reasonable period of time from the date of operation of the school at the new premises.

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- (d) revising and updating the M&A/ Constitution of the applicant body, if necessary, to ensure that its M&A contain all the standard [clauses and articles \(as at July 2007\)](#) required for allocation of a school site/ premises, or the Permanent Secretary for Education is satisfied, having regard to its Constitution, that it is fit to be considered for allocation of a school premises/school site; and
- (e) maintaining the registration and tax exemption status under Section 88 of Inland Revenue Ordinance which meets the eligibility requirement for allocation as stipulated under point 1 of the Guidance Notes.

### **Part VI. Declaration on the part of EDB**

#### Non-binding Nature of Application

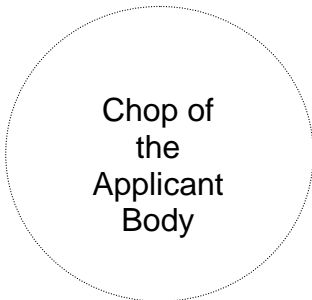
The invitation for application and submission of detailed school proposal is non-binding by nature. It does not constitute any kind of offer or the basis of any kind of offer to any party for school allocation, nor does it create any legal obligations on the Government. It does not prejudice any future scrutiny by the School Allocation Committee/ Government, nor commit them to any course of action including whether or not to approve any allocation at all, irrespective of the number of applications received. Nothing in this invitation shall oblige the Government to allocate the premises to any party at any time.

#### District Cooling System

The air-conditioning (A/C) provision for commercial/ non-domestic premises, including KG premises, in Kai Tak Development Area will be fed by a District Cooling System ("DCS") managed by the Electrical and Mechanical Services Department. Installation of electrical air-conditioners will be prohibited in these premises. The KG premises are provided with chilled water pipes only and the tenants will be required to provide their own Air Handling Unit rooms, if necessary. The A/C charges consist of two components - minimum charges, and consumption charges. For details on A/C charges under DCS, please refer to paragraph 8 of the Guidance Notes.

### **Part VII. Disclosure of information**

We understand that all the information we provide to the Government in connection with our application under this SAE will be used for processing this SAE only. The information may be disclosed to any other Government bureaux/ departments/ officers or any other third party responsible for this allocation exercise as the Government shall consider appropriate.



Name of Responsible Person:

(English) : \_\_\_\_\_  
(Chinese) : \_\_\_\_\_  
Position : \_\_\_\_\_  
Organisation : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Date : \_\_\_\_\_

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Annex

## Standard Clauses/ Articles Required for Allocation of a School Site/ Premises (only applicable if the applicant body is incorporated under the Companies Ordinance)

To be eligible for allocation of a school premises, the Memorandum and Articles of Association (M&A) submitted by the Applicant Body should contain *all* the standard clauses and articles stipulated below. Please indicate in the boxes on the right-hand column the relevant clause/article numbers of the Applicant Body's M&A that correspond to the standard clauses and articles required.

If any of the standard clauses and articles has not been included in the Applicant Body's M&A, please put down "*not included*" in the boxes. If the application is successful, the Applicant Body will be required to revise its M&A accordingly and seek approval from the Registrar of Companies for the revision to be made.

<u>Standard Clauses and Articles</u>	<u>Clause/ Article no.</u>
<b>Memorandum of Association</b>	
1. The objects for which the Association is established are: (Here express objects shortly)	
(1) To establish and maintain a non-profit-making school or schools.	<input type="text"/>
(2) To.....	
(3) To.....	
(n) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.	<input type="text"/>
Provided that:	
i. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.	<input type="text"/>
ii. The objects of the Association shall not extend to the regulation of relations between workers and employers or organizations of workers and organizations of employers.	<input type="text"/>
2. No addition, alteration, or amendment shall be made to or in this Memorandum of Association or the Articles of Association for the time being in force, unless such alteration has previously been submitted to and approved by the Registrar of Companies in writing. (See Note)	<input type="text"/>
3. (1) The income and property of the Association, whencesoever derived, should be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association. (See Note)	<input type="text"/>
(2) Subject to Clauses 3(4) and 3(5) below, no portion of the income and property of the Association shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the Association. (See Note)	<input type="text"/>
(3) No member of the Council of Management or Governing Body of the	<input type="text"/>

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Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees and no remuneration or other benefit in money or money's worth [except as provided in Clause 3(5) below] shall be given by the Association to any member of the Council of Management or Governing body. (See Note)

(4) Nothing herein shall prevent the payment, in good faith, by the Association of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association not being a member of the Council of Management or Governing Body of the Association in return for any services actually rendered to the Association. (See Note)

(5) Nothing herein shall prevent the payment, in good faith, by the Association:

- a) to any member of its Council of Management or Governing Body of out-of-pocket expenses;
- b) of interest on money lent by any member of the Association or its Council of Management or Governing Body at a rate per year not exceeding 2% above the prime rate prescribed for the time being by the Hongkong and Shanghai Banking Corporation Limited for Hong Kong dollar loans;
- c) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management or Governing Body; and
- d) of remuneration or other benefit in money or money's worth to a body corporate in which a member of the Association or of its Council of Management or Governing Body is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth part of its capital or controlling not more than a one-hundredth part of its votes.

(See Note)

(6) No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with Clauses 3(4) and 3(5) above. (See Note)

4. The liability of the members is limited. (See Note)

5. Every member of the Association undertakes to contribute to the assets of the Association, in the event of its being wound up while he is a member, or within one year after he ceased to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding ..... dollars.

6. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the association, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 3 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution and in default thereof by a Judge of the High Court of Hong Kong Special Administrative Region having jurisdiction in regard to charitable funds, and

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if and so far as effect cannot be given to the aforesaid provision then to some charitable object. (See Note)

*Note : In the case of an existing incorporated company of which the Memorandum of Association does not contain the relevant clauses as required, the required clauses should be inserted in the Articles of Association.*

### Articles of Association

#### Management Committee/ Incorporated Management Committee

1. (i) The Directors shall, in accordance with the provisions of the Education Ordinance, set up for each school established or carried on by the Association a management committee or an incorporated management committee established under the Education Ordinance. Subject to the provisions of the Education Ordinance, the members of the management committee or the incorporated management committee may be appointed or elected either for a fixed term or without limitation as to the period for which each of them is to hold office, and the nominees shall make application to the Permanent Secretary for Education for registration as managers under the provisions of the Education Ordinance.
- (ii) Subject to the provisions of the Education Ordinance, the Directors may remove or dismiss a member of a management committee from office and a member of an incorporated management committee may be removed or dismissed in accordance with the Education Ordinance. Any member so removed or dismissed and any member whose term of office has expired and has not been renewed or extended shall forthwith tender his resignation in writing to the Permanent Secretary for Education as a registered manager under the Education Ordinance.
- (iii) The Directors or the management committee or the incorporated management committee shall nominate in accordance with the provisions of the Education Ordinance another member to replace a member of a management committee or an incorporated management committee who has been removed or dismissed or whose term of office has expired and such nominee shall make application to the Permanent Secretary for Education for registration as a manager under the provisions of the Education Ordinance.
- (iv) A member of a management committee may be but need not necessarily be a Director. The composition of an incorporated management committee shall comply with the provisions of the Education Ordinance.
2. It shall be the special responsibility of a management committee or an incorporated management committee to manage the school in accordance with the Education Ordinance, and in all respects to the satisfaction of the Permanent Secretary for Education.