

Application Form

Third School Allocation Exercise 2012

Application for Allocation of a New School for Social Development cum Residential Home

Note:

(1) Please read the guidance notes before completing this form.

(2) The successful applicant shall run both the school for social development and the residential home.

Registered Name of the Applicant Body:

(English) _____

(Chinese) _____

Correspondence Address:

(English) _____

(Chinese) _____

Name of Contact Person:

(English) (*Mr / Mrs / Ms) _____

(Chinese) _____

Position: _____ Telephone No: _____

Fax No: _____ Email Address: _____

*Please delete as appropriate

Checklist on the documents required:

Enclosed

- | | |
|---|--------------------------|
| 1. Applicant body's incorporation document | <input type="checkbox"/> |
| 2. Applicant body's Memorandum and Articles of Association (only applicable if the applicant body is incorporated under the Companies Ordinance. Please fill in Annex .) | <input type="checkbox"/> |
| 3. Applicant body's certificate of exemption from tax | <input type="checkbox"/> |
| 4. 21 copies each of (i) proposed plan including the school portion as well as the residential home portion (NOT MORE THAN 15 pages including all annexes) plus a 2-page executive summary and (ii) list of operating schools, residential homes or non-profit-making social services run by the applicant body with addresses and types. | <input type="checkbox"/> |

If the applicant body is allocated the school premises cum residential home, it will be committed to:

For school portion

- (a) implementing education initiatives promoted by the Education Bureau;
- (b) signing a Tenancy Agreement for use of the school premises and residential home and service agreement(s) which will serve to facilitate quality control and to ensure compliance with relevant education policies at the respective times as specified by the Government.; and

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- (c) submitting information/ documents for vetting by the Government in relation to the exact amount of furniture and equipment cost borne by the Government, where necessary.

For residential home portion

- (a) implementing social welfare initiatives promoted by the Social Welfare Department;
- (b) signing a Funding and Service Agreement (Lump Sum Grant) which will serve to facilitate quality control and to ensure compliance with relevant welfare policies; and
- (c) submitting information/ documents for vetting by the Government in relation to the exact amount of furniture and equipment cost borne by the Government, where necessary.

Disclosure of information

We understand that all the information we provide to the Government in connection with our application under this School Allocation Exercise will be used for processing this School Allocation Exercise 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 : _____

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.

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Annex

Standard Clauses/ Articles Required for Allocation of a School 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.

Standard Clauses and Articles

Clause/
Article no.

Memorandum of Association

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.

(2) To.....

(3) To.....

(n) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

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.

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.

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)

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)

(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)

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(3) No member of the Council of Management or Governing Body of the 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

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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 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.