



Community Centre 2	
<b>Name of Community Centre</b>	As shown on registration or incorporation document
<b>Address of Community Centre</b>	Flat/Room/Shop      Floor      Block      Name of Building/Estate
	Number and Name of Street/Road (or Village) <input type="checkbox"/> Central & Western <input type="checkbox"/> Eastern <input type="checkbox"/> Southern <input type="checkbox"/> Wanchai <input type="checkbox"/> Lamma Island
<b>Centre's Person-in-charge</b>	<input type="checkbox"/> Mr.      Surname      Given Names <input type="checkbox"/> Ms.      _____
	Job Title: _____
	Contact:      Phone      Email _____
<b>Target Group</b> select all that apply	<input type="checkbox"/> Children & Youth <input type="checkbox"/> Disabled <input type="checkbox"/> Elderly <input type="checkbox"/> Homeless <input type="checkbox"/> Sub-divided Unit Households <input type="checkbox"/> Unemployed <input type="checkbox"/> Underprivileged Families <input type="checkbox"/> Others (please specify): _____
Community Centre 3	
<b>Name of Community Centre</b>	As shown on registration or incorporation document
<b>Address of Community Centre</b>	Flat/Room/Shop      Floor      Block      Name of Building/Estate
	Number and Name of Street/Road (or Village) <input type="checkbox"/> Central & Western <input type="checkbox"/> Eastern <input type="checkbox"/> Southern <input type="checkbox"/> Wanchai <input type="checkbox"/> Lamma Island
<b>Centre's Person-in-charge</b>	<input type="checkbox"/> Mr.      Surname      Given Names <input type="checkbox"/> Ms.      _____
	Job Title: _____
	Contact:      Phone      Email _____
<b>Target Group</b> select all that apply	<input type="checkbox"/> Children & Youth <input type="checkbox"/> Disabled <input type="checkbox"/> Elderly <input type="checkbox"/> Homeless <input type="checkbox"/> Sub-divided Unit Households <input type="checkbox"/> Unemployed <input type="checkbox"/> Underprivileged Families <input type="checkbox"/> Others (please specify): _____
Community Centre 4	
<b>Name of Community Centre</b>	As shown on registration or incorporation document
<b>Address of Community Centre</b>	Flat/Room/Shop      Floor      Block      Name of Building/Estate
	Number and Name of Street/Road (or Village) <input type="checkbox"/> Central & Western <input type="checkbox"/> Eastern <input type="checkbox"/> Southern <input type="checkbox"/> Wanchai <input type="checkbox"/> Lamma Island
<b>Centre's Person-in-charge</b>	<input type="checkbox"/> Mr.      Surname      Given Names <input type="checkbox"/> Ms.      _____
	Job Title: _____
	Contact:      Phone      Email _____
<b>Target Group</b> select all that apply	<input type="checkbox"/> Children & Youth <input type="checkbox"/> Disabled <input type="checkbox"/> Elderly <input type="checkbox"/> Homeless <input type="checkbox"/> Sub-divided Unit Households <input type="checkbox"/> Unemployed <input type="checkbox"/> Underprivileged Families <input type="checkbox"/> Others (please specify): _____

**PERSONAL DATA COLLECTION STATEMENT**

**Purpose of Collection**

The personal data and other related information provided by you in the application form will be used by HK Electric solely for the purposes of processing your application and/or request in respect of other schemes/programme under Smart Power Services for which you would like to apply. The provision of personal data and other related information in the application form is voluntary. However, if you do not provide adequate and accurate data, we may not be able to process your application and/or request.

**Transfer of Personal Data**

Your application forms, inspection records, and other related information may be provided to the HKSAR Government for auditing and verification purposes, and will also be provided to other departments or the service providers assigned by HK Electric for the purposes of verifying the particulars provided by you and other purposes related to the Smart Power Services.

HK Electric will disclose your personal data when required to do so by law or in response to requests from law enforcement agencies or the Government, or if explicit consent to such disclosure is given by you.

**Access to Personal Data**

To request a full copy of the Privacy Policy Statement, for enquiry, for data access and correction, please refer to the website: [www.hkelectric.com](http://www.hkelectric.com), email us at [personaldata@hkelectric.com](mailto:personaldata@hkelectric.com), call us at 2887 3411, fax to 2510 7667 or write to 9/F Electric Centre, 28 City Garden Road, North Point for the attention of our Personal Data Protection Officer.

**DECLARATION AND SIGNATURE BY APPLICANT**

I/We declare that the information provided in this form and all associated documents are complete, true and correct. I/We have read and agree to be bound by the terms and conditions of the NGO Catering Subsidy Programme (as set out in this application form and may be revised from time to time). I/We also acknowledge that I/we have read and understand the Personal Data Collection Statement above.

I/We also confirm that the above **Applicant's Representative** and **Centre's Person(s)-in-charge** are designated and authorised by me/us to act on my/our behalf in all matters relating to this application under this application, and you are entitled to treat all communications (oral or written) with him/her as proper communications with the Applicant.

<b>Name of Signatory*</b>	<b>Signature and Official Chop#</b>
<b>Job Title</b>	
<b>Date</b>	

Notes: \* The authorised signatory for company/organisation applicant.  
# Company/organisation applicant should also stamp its official chop beside the signature.  
 Please tick as appropriate.

## 1. Introduction

- 1.1 These terms and conditions apply to the participation of a non-profit-making non-governmental organisation (the **Applicant**) and its community centre(s) (the **Centre**) in the NGO Catering Subsidy Programme (the **Programme**). HK Electric may from time to time revise the Terms and Conditions. Notice of any revision will be conclusively given by publishing the revision on HK Electric's website ([www.hkelectric.com](http://www.hkelectric.com)) or by sending to the Applicant and the Centre(s) participating in the Programme a copy of the revised Terms and Conditions or an appropriate extract or summary of the same. Any such revision will replace all previously published Terms and Conditions and will take effect from the date when the revision is first published on HK Electric's website (or such later date specified in the revision). HK Electric may in its sole and absolute discretion to interpret and execute the Programme, the Term and Conditions and related matters, and its decision shall be final.

## 2. Eligibility

- 2.1 Participation in the Programme will only be considered if all of the following conditions are satisfied:
- the Applicant is non-profit-making and is either a member of The Hong Kong Council of Social Service, or an organisation providing subvention services under the Social Welfare Department of the HKSAR Government (the **SWD**);
  - the Centre(s) is(are) located within HK Electric's supply territory; and
  - the Centre(s) provides(provide) catering item(s) in activities for underprivileged families and the needy including the sub-divided unit households, elderly, disabled, homeless, unemployed, children and youth (the **Activities**).

## 3. Application Process

- 3.1 The Applicant shall make the application for the Programme by submitting HK Electric a duly completed Programme Application Form (available at HK Electric's website: [www.hkelectric.com/SPCF-en](http://www.hkelectric.com/SPCF-en)) together with all the following documents, i.e. a valid application (the **Application**). An application with incomplete documents will not be processed.
- a copy of the valid Business Registration Certificate/Certificate of Incorporation or other registration/incorporation document (the full name as shown in the document should be identical to the full name of the Applicant); and
  - a copy of the bank card/statement of the Applicant with identical name and account number.

- 3.2 A completed Programme Application Form together with all the required documents can be submitted to HK Electric by email to **coupon@hkelectric.com** (please mark “**Application for NGO Catering Subsidy Programme**” in the email subject).
- 3.3 The Application process will be terminated automatically if the Applicant fails to submit all the required information within two (2) months from the Date of Receipt of the Application as stated in the acknowledgement email issued by HK Electric. The **Date of Receipt of the Application** is the date of receipt by HK Electric's data server.
- 3.4 HK Electric reserves the right to conduct further query in assessing the eligibility of the Applicant and the Centre(s), including but not limited to site inspection(s) and request(s) for additional data/information. HK Electric does not guarantee the outcome of any application, and its decision of the eligibility of the Applicant and the Centre(s) to participate in the Programme shall be final. HK Electric will notify the Applicant its application result by sending a **Notification Email**.
- 3.5 The Applicant shall, prior to the Application, designate and authorise a natural person to be the **Applicant's Representative** and a natural person to be the **Centre's Person-in-charge** for each of the Centres under the Application, being the representative of the Applicant, to act on its behalf in all matters in relation to the Application.
- 3.6 HK Electric shall treat communications from or requests by the Applicant's Representative and the Centre's Person(s)-in-charge (collectively the **Authorised Person**) as duly authorised by the Applicant, and shall be at liberty to ignore any communication from or request by any other person (regardless of whether such person has any interest in the relevant Centres or Activities). HK Electric will not become involved in, nor will it be responsible for, any dispute between the participants of the Activities or other parties interested or claiming an interest in the relevant Centres and Activities.
- 3.7 To ensure HK Electric's ability to communicate with only persons duly authorised by the Applicant, the Applicant shall immediately notify in writing HK Electric of any change in the Authorised Person or any change in their particulars (and in case of a change of an Authorised Person, provide evidence satisfactory to HK Electric of the appointment, designation and/or authorisation of the Authorised Person's successor).

#### 4. Subsidy Amount

- 4.1 For each of the Applicant's Centre(s) approved by HK Electric (the **Participating Centre**), the total subsidy amount (the **Subsidy**) is capped at thirty thousand Hong Kong dollars (HK\$30,000), or the funding is fully used up. The Subsidy shall be used to cover the expenses on food and beverages consumed in Activities (the **Expenses**), which shall be incurred at in HK Electric's participating “Care and Share” eateries (the **Participating Eateries**). The Subsidy shall solely be used by the Participating Centre which received such Subsidy, and shall not be used by any other Centres of the Applicant be they Participating Centres or not.

- 4.2 The Participating Centre shall use the Subsidy within the period from the date of the Notification Email to 31 December 2022, both days inclusive (the **Validity Period**).

## **5. Disbursement of Subsidy**

- 5.1 The Participating Centre shall submit to HK Electric on or before the fifteenth (15th) of each calendar month a report on Activities (the **Activity Report**) carried out in the previous calendar month (which is within the Validity Period) for HK Electric's approval. The Activity Report shall be prepared based on a template provided by HK Electric and shall include but not limited to the date and time, venue, target group, format, number of participants, Expenses, promotional material, activity photo of each Activity and a copy each of the corresponding official receipts from the Participating Eateries with the chop of respective Centre and signature of the respective Centre's Person-in-charge.
- 5.2 The amount of the Expenses reported under Clause 5.1 and approved by HK Electric at its sole and absolute discretion will be reimbursed to the bank account as stated in Clause 3.1.b or otherwise approved by HK Electric on a reimbursement basis. Any unused balance of the Subsidy shall be forfeited in full within one (1) month after end of the Validity Period as detailed in Clause 4.2. Any Expenses, which are not timely reported to HK Electric based on Clause 5.1 or rejected by HK Electric, will not be disbursed by the Subsidy and shall be borne by the Participating Centre.

## **6. Termination**

- 6.1 The Applicant and the Participating Centre may withdraw from the Programme without giving a reason any time by giving HK Electric a thirty (30) days' prior written notice. Any unused balance of the Subsidy shall be forfeited in full after the effective date of the withdrawal.
- 6.2 HK Electric may by written notice to the Applicant and the Participating Centres terminate their participation in the Programme and request the return of Subsidy in full amount if the Applicant or the Participating Centre breaches any terms under Terms and Conditions of the Programme.

## **7. Responsibility and Limitation of Liability**

- 7.1 It is the Applicant's responsibility to avoid actual or perceived situations where personal interests may lead to a conflict of interest in the Application. HK Electric strictly prohibits anyone from offering, soliciting or accepting bribes or acting as an intermediary for a third party in the solicitation, acceptance, payment or offer of a bribe or kickback. The Applicant shall not, and procure no other related parties, solicit or offer advantages in any form to staff of HK Electric in connection with the Application or reimbursement of the Expenses.

- 7.2 HK Electric shall have no responsibility in relation to the approved Expenses, other than to disburse the approved Subsidy, whether to the Applicant or any other party, save to the extent required by law, HK Electric shall not be liable (whether monetary or otherwise) for:
- a) any loss or damage to the Programme of whatsoever nature and howsoever arising;
  - b) any loss or damage relating to and/or arising out of the Programme;
  - c) any loss or damage to any third person; or
  - d) any indirect or consequential or economic loss, or loss of revenue, profit or data.

## **8. Data Protection and Information Disclosure**

- 8.1 Under no circumstances shall the Applicant and the Participating Centre use or quote the names of HK Electric, Smart Power Care Fund and the Programme, either in full or abbreviation, or use their logos for commercial publicity or in such circumstances or context which may harm the image of HK Electric and/or expose it to any liability, unless prior written consent has been obtained from HK Electric.
- 8.2 The Applicant shall ensure that a valid consent has been obtained from the Applicant's Representative and the Centre's Person(s)-in-charge before transferring their contact information to HK Electric.
- 8.3 It is the Applicant's responsibility to notify HK Electric from time to time any update to the contact information of the Applicant's Representative and the Centre's Person(s)-in-charge.

## **9. General**

- 9.1 The Programme shall be governed by and construed in accordance with the laws of HKSAR. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of HKSAR.
- 9.2 If there is any inconsistency or ambiguity between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

- END -