

政府總部  
民政事務局

香港添馬添美道二號  
政府總部西翼十二樓



[中文譯本]

**GOVERNMENT SECRETARIAT  
HOME AFFAIRS BUREAU**

12TH FLOOR, WEST WING,  
CENTRAL GOVERNMENT OFFICES,  
2 TIM MEI AVENUE,  
TAMAR,  
HONG KONG.

本局檔號 OUR REF: HAB CR/4-35/1/1 C  
來函檔號 YOUR REF: CB(4)/PAC/R58  
電 話 TEL NO.: 3509 8118  
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**專人送遞**

香港中區  
立法會道 1 號  
立法會綜合大樓  
立法會秘書處  
政府帳目委員會秘書  
韓律科女士

韓女士：

**審計署署長第五十八號衡工量值式審計結果報告書**

**青年廣場(第 8 章)**

貴委員會在二零一二年四月二十三日來函，為有關上述審計署報告書所舉行的公開聆訊索取資料。現謹將本局就第 4 及 12 條問題的回覆，列於本函**附件**，以供參閱。

如就上述回覆有任何疑問，歡迎致電 3509 8035 或 2505 0159 與蘇家敏女士聯絡。

民政事務局局長

(余泳倫 代行)

連附件

副本送：財經事務及庫務局局長  
審計署署長(不連附件第 4 及 5 項)

二零一二年五月八日

就帳目委員會 2012 年 4 月 23 就  
審計署署長第 58 號報告書第 8 章 - 青年廣場的提問  
部分回覆

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Q4：請提供過去一年租用以下場地的團體、活動內容、活動參加人數、活動收費：

- (a) 平台Y展覽場地
- (b) Y劇場
- (c) 會議室
- (d) 活動室
- (e) 舞蹈室
- (f) 旅舍(以團體為單位，不需列出個別旅客)
- (g) 辦公室
- (h) Y綜藝館
- (i) 錄音室
- (j) 服裝設計室
- (k) 錄影室及影片後期製作工作間
- (l) 攝影室
- (m) 樂隊室

就4(b)至(e)項，請列出該等設施的租金相比於康樂及文化事務署轄下社區會堂相關設施的租金為何？

A4：在 2011-12 合約年度（截至 2012 年 3 月）租用青年廣場上述 (a)至(e)及(h)至(m)場地的團體及個人、活動名稱、活動參加人數及活動是否收費等資料，詳見附件一；於該期間租用 Y 旅舍的團體名單見附件二；於該期間租用辦公室的團體名單見附件三。

就 4(b)至(e)項所述青年廣場設施與康樂及文化事務署轄下場地類似設施的基本租金如下：

## Y 劇場

地點	營運年期	基本租金 (每 4 小時計)
青年廣場 Y 劇場 (224 座位)	2 年	\$4,800
香港文化中心劇場 (303-496 座位)	23 年	\$5,400
葵青劇院黑盒劇場 (130-160 座位)	13 年	\$2,250
沙田大會堂文娛廳 (300 座位)	25 年	\$2,690

## 會議室

地點	營運年期	基本租金 (每小時計)
青年廣場會議室 (160 平方米/53 人)	2 年	\$440
香港大會堂會議室 (40 人)	50 年	\$430*
香港文化中心會議室 (118-126 平方米)	23 年	\$330*
葵青劇院演講室 (100 平方米)	13 年	\$360*
沙田大會堂會議室 (50 人)	25 年	\$400*

\*最少租用 2 小時

## 活動室

(註：以下所列的例子，都是在設施及用途上與青年廣場大型多用途活動室類近，均裝有直身鏡及木地板，可供排練及其他用途之用。)

地點	營運年期	基本租金 (每小時計)
青年廣場 (a) 大型多用途室 (100 平方米) (b) 多間中型多用途室(30-65 平方米) (c) 興趣小組房 (14 平方米)	2 年	(a) \$315 (b) \$100-\$185 (c) \$45
上環文娛中心排練廳 (224 平方米)	23 年	\$220 - \$370
香港文化中心 (a) 舞蹈及戲劇排練/練習室 (223-331 平方米) (b) 練習室 (有琴) (26-88 平方米) (c) 練習室 (與演藝有關) (16-17 平方米)	23 年	(a) \$460-\$570* (b) \$97-\$170 (c) \$75
葵青劇院排演室 (226 平方米)	13 年	\$390*
沙田大會堂音樂室 (240 平方米)	25 年	\$430*

\*最少租用 2 小時

### 舞蹈室

(註：青年廣場的舞蹈室跟大型多用途室均有入牆直身鏡及木地板，另設有練習扶槓，但木地板的質素有別，只適合不損地板的活動在舞蹈室進行。)

地點	營運年期	基本租金 (每小時計)
青年廣場舞蹈室 (110 平方米)	2 年	\$310
上環文娛中心舞蹈練習室 (70 平方米)	23 年	\$110 - \$170

地點	營運年期	基本租金 (每小時計)
香港文化中心排練室/練習室 (223-300 平方米)	23 年	\$460 - \$570*
葵青劇院舞蹈室 (200 平方米)	13 年	\$390*
沙田大會堂舞蹈室 (285 平方米)	25 年	\$430*

\*最少租用 2 小時

Q12：請提供民政事務局與承辦商簽訂的服務合約。

A12：在徵詢律政司的法律意見後，我們將依照【個人資料(私隱)條例】刪去所載個人資料的服務合約文本(只有英文版本)，夾附於附件四。

由於承辦商於 2011 年 3 月已修改其組織大綱及章程，成為非牟利機構，有關的修改決議記錄見附件五。

民政事務局  
公民事務科(1)  
2012 年 5 月 7 日

\*委員會秘書附註：附件一、二及三並無在此隨附。  
附件四只備英文本，除 49.6 至 49.8 條、50.1 至 50.5 條及 21.1 至 21.5 條外，其他條款並無在此隨附。

Part III and it shall remain unchanged for the first twelve (12) months from the commencement date of the Contract Term. The First Review Date of the Annual Basic Management Fee shall be on the first anniversary of the commencement date of the Contract Term. The Annual Basic Management Fee will be reviewed at the First Review Date and every anniversary of the First Review Date according to the percentage increase/decrease of the Composite Consumer Price Index (“CCPI”) compiled and released by the Government for the relevant twelve (12) months period in accordance with the formula set out in Paragraph 2 of Schedule 4 of Part III.

49.5 For the avoidance of doubt, if it becomes impossible to calculate the Basic Management Fee for any period during the term of the Contract by reference to the CCPI because of any change in the methods used to compile the CCPI after the date of this Contract or for any other reason whatever or if any dispute of question whatever arises between the parties as to the amount or the calculation of the Basic Management Fee or the construction or effect of this Clause and Schedule 4 of Part III, then either party may refer the dispute or question for arbitration in accordance with Clause 65 of this Part.

Incentive Management Fee

49.6 The Government shall pay the Contractor the Incentive Management Fee on annual basis starting from the beginning of the 3<sup>rd</sup> year of the Contract Term of CYD, provided that all the performance targets mentioned under Schedule 4 of Part III shall be achieved in full. The formula for calculation of the Incentive Management Fee shall be :

$$\text{Annual Incentive Management Fee} = \text{Percentage for calculating the Incentive Management Fee} \times (\text{Annual Basic Management Fee})$$

where the percentage for calculating the Incentive Management Fee shall be calculated according to the following table:

<u>Achievement over and above the performance targets under Schedule 4 of Part III</u>	<u>Percentage for calculating the Incentive Management Fee</u>
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(a) Just over and above all performance targets	4%
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- |   |    |
|---|----|
| (b) 2% or more over and above the performance targets for items (a), (c)(i), (c)(ii) and (c)(iii), and over and above the rest of the performance targets | 5% |
| (c) 4% or more over and above the performance targets for items (a), (c)(i), (c)(ii) and (c)(iii), and over and above the rest of the performance targets | 6% |

- 49.7 Together with the auditor's report for the CYD at the end of each Fiscal Year in accordance with **Clause 44**, the Contractor shall submit to the Government Representative, an Annual Performance Report as stipulated in **Clause 17.3.2(a)** and **Annex 4** of Part VI to show the achievements in performance measures and an invoice showing calculation of the Incentive Management Fee for the same Fiscal Year. The Incentive Management Fee will be paid within twenty-one (21) days after the date of Government acceptance of satisfactory completion of performance or the date of invoice and all relevant supporting documents received, whichever is the latest.
- 49.8 The Incentive Management Fee for any given year shall stand alone and shall not be subject to revision based on the results of prior or subsequent Fiscal Years.

## **50. Deduction of Management Fee**

- 50.1 The Government shall be entitled to withhold compensation for administration cost or deduct from the Management Fee a reasonable amount for any part of the Services which has not been duly completed to the satisfaction of the Government Representative.
- 50.2 The Contractor shall ensure that the actual performance levels of the key performance indicators for any given Fiscal Year are not less than the performance targets as agreed in the corresponding Annual Plan and as stipulated in **Clause 21.3** of Part VI – Service Specifications. The nine key performance indicators as per **Clause 21.3** of Part VI are:
- (a) the satisfaction level of the youth participants who have used the venues and/or facilities;
  - (b) the number of venue promotional programmes organised and the number of

youth participants;

- (c)(i) the occupancy rate of the Hostel;
- (c)(ii) the usage rate of the studios, retail shops and youth activity areas;
- (c)(iii) the usage rate of auditorium and exhibition platform;
- (d) the service availability of major electrical and mechanical systems;
- (e) the compliance with all statutory requirements in managing and maintaining the CYD;
- (f) the availability of security guards to provide security service and emergency support; and
- (g) the provision of regular cleansing services according to the work schedule as per **Sub-clause 15.3.21** and **Appendices 9(a)** and **9(b)** of Part VI – Service Specifications.

50.3 Where the Contractor has not achieved 90% of the agreed target of any one of the key performance indicators as mentioned in **Clause 21.3** of Part VI, the Government shall have the right to deduct the Annual Basic Management Fee on annual basis according to the following formula:

Achieved Level of Key Performance Indicators

- |                                    |   |
|------------------------------------|---|
| (a) 80% or above but less than 90% | 0.3% for each key performance indicator |
| (b) Less than 80%                  | 0.5% for each key performance indicator |

[Example: The achieved levels of the three key performance indicators are 82%, 85% and 78% respectively.

% Deduction from the Annual Basic Management Fee =  
 $0.3\% + 0.3\% + 0.5\% = 1.1\%$ ]

50.4 Any deduction from the Basic Management Fee pursuant to **Sub-clause 50.3** above will be made annually by adjusting the forthcoming quarterly payment of the Basic Management Fee payable to the Contractor.

50.5 The Government will not be entitled to exercise its right under **Sub-clause 50.3** if the Contractor can demonstrate to the Government's reasonable satisfaction that the Contractor's failure to meet the performance targets is due to Force Majeure Event beyond the control of the Contractor.



Contractor shall also pay the rental costs to the Government in the event that the promotional activities will generate income to the Contractor.

- 20.3.2 The Contractor shall co-operate with recognized educational or vocational training institutes in Hong Kong for the provision of the training programmes as directed by the Government Representative. The educational or vocational training institutes involved shall be approved by the Government Representative.

## **21. Annual Business Plan**

- 21.1 The Contractor shall submit to the Government Representative for approval, not later than 30 days prior to the beginning of each Fiscal Year a proposed business plan (the "Proposed Annual Business Plan"), which shall become the approved Annual Plan (the "Annual Business Plan") once the same has been approved by the Government Representative. The Proposed Annual Business Plan should generally be consistent with the benchmarks, key performance indicators and assumptions contained in the Business Plan, Development Service Plan, Maintenance Plan and other relevant plans submitted under Schedule 3 of Part III.
- 21.2 The Government Representative shall notify the Contractor of its approval or its disapproval of the Proposed Annual Business Plan not later than 21 days after receipt thereof. The Government Representative shall furnish the Contractor at the time of notice of such disapproval with reasons for its objections to the Proposed Annual Business Plan and the Contractor shall, within 21 days after notice of disapproval has been given, revise the Proposed Annual Business Plan to the satisfaction of the Government Representative.
- 21.3 The Annual Business Plan shall include, but not limited to, the following:
- Key performance indicators and expected basic performance targets
- 21.3.1 To set the expected minimum performance targets for the following key performance indicators:

<i>Key Performance Indicators</i>	<i>Minimum Performance Targets</i>
<p>(a) <u>Satisfaction level of youth participants</u></p> <p>The percentage of respondents of customer survey rank '4' or above in a 6-unit scale (where '1' denotes extremely dissatisfied and '6' denotes extremely satisfied)</p> <p>(Customer satisfaction survey for at least 1,000 youth participants shall be organised every year.)</p>	<p>The performance targets for rank '4' or above for each service item and the overall performance for the first and second years shall not be less than 65%. The same performance targets shall not be less than 70% for the third year and onwards.</p>
<p>(b) <u>Number of Venue Promotional Programmes Organised</u></p> <p>No. of venue promotional programmes organised and no. of youth participants</p>	<ul style="list-style-type: none"> <li>• At least 12 venue promotional programmes organised per annum with over 300 youths participated per programme.</li> </ul>
<p>(c) <u>Occupancy and Usage</u></p> <p>(i) Occupancy rate for Hostel</p> <p>(ii) Usage rate of retail shops, studios and youth activity areas</p> <p>(iii) Usage rate of auditorium and exhibition platform</p>	<ul style="list-style-type: none"> <li>• The occupancy rate shall not be less than 70%.</li> <li>• The usage rate shall not be less than 70%.</li> <li>• The usage rate shall not be less than 65%.</li> </ul>
<p>(d) <u>Service availability of major electrical and mechanical systems</u></p> <ul style="list-style-type: none"> <li>• Electricity supply installation</li> <li>• Air-conditioning installation</li> <li>• Lift and escalator installation</li> <li>• Fire services installation</li> </ul>	<ul style="list-style-type: none"> <li>• 95% availability</li> <li>• 95% availability</li> <li>• 95% availability</li> <li>• 95% availability</li> </ul>
<p>(e) <u>General Operational Services</u></p> <ul style="list-style-type: none"> <li>• Compliance with all statutory requirements in managing and maintaining the CYD and the facilities therein</li> </ul>	<ul style="list-style-type: none"> <li>• 100% of all the time</li> </ul>

<i>Key Performance Indicators</i>	<i>Minimum Performance Targets</i>
(f) <u>Security</u> <ul style="list-style-type: none"> <li>• Availability of Security Guard(s) to provide security service and emergency support</li> </ul>	<ul style="list-style-type: none"> <li>• 100% of all the time (24 hours x 7 days per week)</li> </ul>
(g) <u>Cleansing</u> <ul style="list-style-type: none"> <li>• Provision of regular cleansing services according to the work schedule as per <b>Sub-clause 15.3.21 and Appendix 9(a)</b></li> </ul>	<ul style="list-style-type: none"> <li>• At least 90% of the time</li> </ul>

#### Marketing and sales plan

- 21.3.2 To set out the marketing strategy, sales and pricing strategy of the CYD including plan for the venue promotional programmes. To propose a minimum number of promotional programmes including the nature, objectives, no. of target participants involved.

#### Human resources Plan

- 21.3.3 To set out the staff structure, organization chart of the workforce, recruitment criteria, distribution of works among staff, training programmes, performance assessment, discipline and staff management issues.

#### Estimate of revenue and operating expenditure

- 21.3.4 To set out the estimate of revenue and operating expenditure for the coming year of operation.

#### Development service plan

- 21.3.5 To set out the strategies and proposals in achieving the development objective for training of the Contractor's inhouse staff including management and supervisory staff.

#### Others

- 21.3.6 The Contractor shall set out the maintenance equipment, vehicles, specialized tools and instruments required to ensure smooth operation of the

CYD. The Contractor is encouraged to include an alteration plan at its own cost to propose revisions to the internal furnishing of CYD, suggestion to improve work efficiency and maintenance plan.

- 21.4 The Contractor shall perform in accordance with the targets and work schedule as contained in the Annual Business Plan once the Plan has been approved by the Government Representative.
- 21.5 The Contractor shall advise and seek agreement from the Government Representative for proposed adjustment to the approved Plan if situation warrants the adjustment.

## **22. Performance Assessment**

- 22.1 The Contractor shall carry out appropriate quality assurance procedures in accordance with the Quality Assurance Plan submitted under **Schedule 3** of Part III to regularly inspect and monitor its Services to ensure that the Services meet with the specified requirements and standards, in particular, the performance standards as specified under **Sub-clauses 9.4, 10.4, 13.4, 14.4, 15.4, 16.4, 17.4, 18.4 and 21.3** of Part VI. The Government Representative shall also carry out planned inspection and surprise checks as necessary throughout the Contract Term to ascertain the standards of Services.
- 22.2 The Contractor shall regularly review the operation of the CYD for constant improvement to the quality of Services provided. The Contractor's Representative and the Government Representative shall meet monthly and the Management Advisory Committee shall meet at least once every six months as per **Clause 12** of Part II – Conditions of Contract, or at such interval as the Government Representative shall request, to review the performance of the Services and resolve any contractual, leasing, management, performance and youth development activity planning and organisation issues.
- 22.3 Upon the request of the Government Representative, other management information, financial and statistical records kept by the Contractor in relation to the operation and management of the CYD shall be made available promptly throughout the Contract Term.

NEW WORLD FACILITIES MANAGEMENT COMPANY LIMITED  
新世界設施管理有限公司

Special Resolution of all Shareholder(s) of the Company passed on the 23<sup>rd</sup> day  
of March, 2011

AMENDMENT OF MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION

IT WAS RESOLVED THAT

- (1) The Article 116(a) of the Company's Articles of Association shall be replaced by the following:-

"The Company shall not declare any dividend to its members and the Company shall donate all its profits to charitable organizations only. In case there is any inconsistency between this Article 116(a) and other Articles, this Article 116(a) shall prevail."

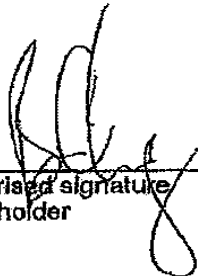
- (2) The Article 141 of the Company's Articles of Association shall be replaced by the following:-

"If the Company shall be wound up, the surplus assets remaining after payment to all creditors shall be fully donated to charitable organizations."

- (3) The clause 3(39) of the Company's Memorandum of Association and Articles 117, 119, 121, 122, 123, 124, 128, 127 and 128 of the Company's Articles of Association shall be deleted in its entirety. There shall be consequential amendment to the order of the clause number and article number of the Company's Memorandum of Association and the remaining clause shall, in case the order is not in sequence, be re-numbered in sequence.

For and on behalf of  
NEW WORLD DEVELOPMENT COMPANY LIMITED

Authorized signature  
Shareholder



\*委員會秘書附註：本文件只備英文本。