

補充資料  
緩減與賭博有關問題的措施

引言

本文件就緩減與賭博有關問題的措施，以及針對與賭博活動有關的罪行而採取執法行動的數字，提供補充資料。

青少年教育計劃

2. 在二零零三年十二月十二日舉行的會議上，委員要求當局政府提供更多資料，說明政府在賭博問題方面，為青少年所安排的教育計劃。民政事務局已委託香港教育城就賭博問題推行為期兩年的教育計劃名為“屹立不賭”行動，該計劃以青少年、學生、教師及家長為對象，在二零零三年十月底已開始推行。計劃的主要目的包括：

- (a) 加深青少年、學生、教師及家長對賭博有關問題的認識；
- (b) 加強學生及青少年的自制能力，以防止他們沉迷任何活動（包括賭博），甚至出現病態行為；
- (c) 提高青少年對問題及病態賭博的警覺性。

專題網頁

3. 該計劃的內容包括設立一個專題網站（網址：[www.saynotogambling.net](http://www.saynotogambling.net)）作為網上渠道，以幫助青少年認識賭博的本質。網站旨在提供必需的資料，幫助青少年決定是否參與賭博，以及抗拒沉迷的誘惑。為引起青少年對這個課題的興趣，網站頁面採用新穎的設計，並充滿互動性。有關網站內容的摘錄載於附件 A。

4. 網站主要分以下幾部分如下：

賭博活動的性質問題

5. 這個部分提供的資訊包括：賭博的性質及後果、青少年參與賭博的社會及心理因素、問題及病態賭博的徵狀。

力量新一代

6. 這個部分旨在幫助青少年建立積極的生活方式和學會自我管理技巧，以便能夠面對困難和抗拒各種誘惑。為引起青少年的興趣，這個部分採用了不同的表達形式，包括互動遊戲、動畫、故事和訪問。

### 活動巡禮

7. 這個部分提供有關賭博的教育活動的資訊，例如講座和座談會，並為有意參加活動的人士，提供網上報名安排。

### 資源中心

8. 這個部分載列有關賭博問題的參考書和研究報告，並提供網站連結，方便使用者瀏覽互聯網上的有關資料。此外，這部分也提供有關賭博的政府宣傳短片及資料，並載有教學資源，供教師使用和參考。

### 輔導服務

9. 這個部分提供有關問題及病態賭徒輔導及防治中心的資訊，以及這些中心舉辦的活動詳情。香港教育城現正計劃推出一個由教育或輔導專業人士主持的網上論壇，以便與使用者交流意見。

### 其他活動

10. 香港教育城即將／現正舉辦一系列活動，讓青少年加深認識賭博的本質，並加強他們的自制力，以免他們沉迷任何活動，尤其是賭博活動。此外，香港教育城將為教師和家長舉辦活動，加深他們對與賭博有關問題的了解，以及如何幫助受這些問題影響的學生或子女。計劃進行的活動如下：

### 有關賭博的研討會和工作坊

11. 香港教育城將舉辦一系列研討會和工作坊，讓校長、教師、學校社工和家長一起討論與賭博有關的問題。這些研討會和工作坊的目的，是使參加者對於青少年賭博的特點、如何解決青少年賭博有關的問題，以及可供學校用以應付有關問題的社會資源，有更深入的認識。香港教育城會邀請賭博問題輔導員、學者、青年組織代表和問題賭徒的過來人，在研討會會和工作坊分享經驗和心得。自“屹立不賭”行動推行以來，香港教育城已為教師和社工舉辦了兩次講座。

### 家長座談會

12. 家長的榜樣對子女十分重要，因此，讓家長認識賭博及其潛在風險，以及如何防止子女出現有關賭博的問題亦非常重要。香港教育城將與各區家長教師會聯會合辦講座，以加深家長對有關問題的認

識。

### 學校探訪

13. 香港教育城會安排學校探訪，讓學生與註冊賭博問題輔導員、問題賭徒的過來人及社會工作者進行討論，從而令學生對賭博有關的問題加倍警惕。此外，如果某些學校有學生出現問題或病態賭博行為，香港教育城也會在這些學校舉辦活動。

### 辯論比賽

14. 香港教育城會與其他機構合辦以賭博和自我管理能力為題的校際辯論比賽。

### 專題研習計劃

15. 香港教育城會為學生及其他青少年舉辦以賭博為題的專題研習計劃。該計劃旨在讓年青人探討和認識與賭博有關的問題，以及學習進行研究的技巧和方法。此外，香港教育城還會邀請對賭博問題素有研究的專業人士和學者主持工作坊，藉此加深參加者對賭博問題的認識。

### 戶外活動

16. 為鼓勵青少年參加有益身心的活動，以及培養他們的團隊精神和自制能力，香港教育城會在學校假期舉辦熱門的青少年戶外活動，例如歷險訓練和野外定向等。

### 教育資源套

17. 香港教育城會向各中學派發教育資源套，提供有關賭博性質、賭博有關的問題、問題及病態賭博的實況和知識，以及有關這方面教育的課堂或學校活動的建議，這會有助老師在學校舉辦有關賭博問題、自制能力和自我管理能力的活動。

### 問題及病態賭徒輔導及治療中心

18. 關於兩間問題及病態賭徒輔導及治療中心所提供的服務，委員曾詢問當局，首次向這些中心登記的人士需輪候多久才可獲得輔導服務，以及每次輔導的相隔時間。根據東華三院平和坊及明愛展晴中心表示，他們接獲新個案後大約在一個星期內就可提供輔導服務，而每次輔導的相隔時間平均為一個星期。

19. 此外，委員要求當局提供平和基金與兩家營辦輔導及治療中心的非政府機構所簽訂的服務協議副本。由於兩間中心的協議大致相同，我們付上東華三院平和坊的服務協議（附件 B），以供委員參閱。

#### 有關打擊青少年賭博的執法行動數字

20. 委員要求當局提供有關青少年參與非法賭博活動的資料。警方沒有被捕人士年齡的詳細分項統計數字，但可提供 7 至 15 歲及 16 至 20 歲兩個年齡組別的被捕人數。警方的數據顯示，在二零零三年八至十月期間，這兩個年齡組別中沒有人因收受賭注或向收受賭注者投注而被捕。至於二零零三年八至十月期間，警方針對其他賭博罪行而採取執法行動的數字，臚列如下：

在賭場內賭博（《賭博條例》第 6 條）		
月份	年齡組別	被捕人數
八月	7-15	0
	16-20	0
九月	7-15	0
	16-20	1
十月	7-15	0
	16-20	2

在街道上進行賭博（《賭博條例》第 13 條）		
月份	年齡組別	被捕人數
八月	7-15	2
	16-20	1
九月	7-15	0
	16-20	0
十月	7-15	0
	16-20	6

民政事務局  
二零零四年一月

行動簡介 認識賭博問題 力量新一代 活動巡禮 資源中心 輔導服務

最新內容

## 我不做「賭神」

電影《無間道》中的「傻強」杜汶澤，既拍電影、又做電台主持，連連鎖快餐店都找他做代言人，人氣急升。現在縱橫娛樂界的他，既能演、又能講，但曾幾何時，他迷失在賭場的世界，以為自己是賭場中的英雄，結果...

進入

### 最新活動



#### 「挑戰新一代計劃」招募

「屹立不賭行動」與香港中華基督教青年會將舉辦「挑戰新一代計劃」，由經驗豐富及曾接受賭博輔導訓練的資深社工，到學校舉行講座及不同類型的活動，除了加深學生對賭博問題的認識外，亦會與教育同工分享輔導心得及技巧，計劃正接受申請，歡迎報名。

主辦：香港教育城、「屹立不賭行動」、  
香港中華基督教青年會

計劃日期：2004年1月至12月

報名截止日期：2004年4月30日

期：

活動舉行地點：各參與學校的校舍

### 最新動畫/測試



#### 金寶寧村的故事「後天免疫力缺乏症」第二集

首回講到「力量新一代」戰隊成員Nick和Sunshine開始出動，偵察在金寶寧村出沒怪獸的蹤影，在「人肉偵察機」偵察六婆的報料下，他們相信門外「616」的塗污事件，可能另有內情，究竟怪獸有甚麼神秘的舉動？

請收看



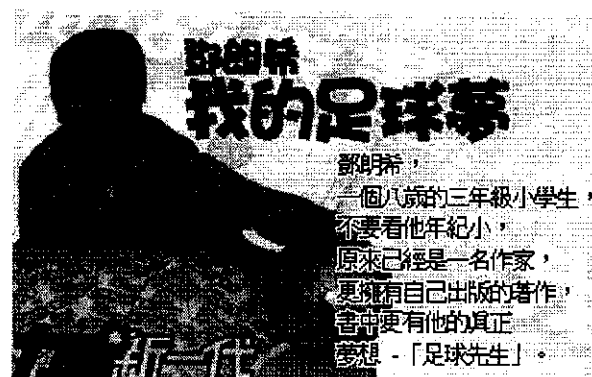
#### 病態賭博傾向測試

### 力量新一代



Annex A

對象: 小五至中三學生、老師及社工  
內容: 預防賭博活動、老師及社工培訓課程等  
講者或主持: 以資深社工為主，輔以臨床心理學家主持部分活動  
詳情: <http://www.saynotogambling.net/activity01.htm>  
報名: [http://www.hkedcity.net/online\\_form/nogambling/activity03/](http://www.hkedcity.net/online_form/nogambling/activity03/)  
查詢: 26241088



- ◆ 民政事務局計劃在年初委託學術機構，就賭博有關的事宜進行研究，並向立法會簡報了有關緩減賭博問題措施的實施情況。
- ◆ 香港電台電視部《賭海迷徒》第五集
- ◆ 監察賭風聯盟「賭波合法化後中學生參與賭波活動」調查
- ◆ 教育統籌局課程發展處「認識賭博禍害的教育」

《無間道》

寧做「傻蛋」  
不做「賭神」

「任何人都喜歡威，但為何要在賭場上威，如果你真心相信賭是成就，有多少人因為賭而發達？做富豪就等於成就？有家人愛、生活充實就是成就。」

主頁 爛賭父親 賭神是我？ 「走佬」刻苦記 演藝人生

## 賭神是我？

[ 真情對話：1 2 3 4 ]

初下賭海的杜汶澤，最先只是賭馬，後來是玩百家樂，但「初哥」下海，卻連場敗北，結果欠人錢債，為求盡快償還賭債，他愈戰愈勇，愈賭愈大，不知是幸運之神眷顧，還是磨練賭術日子有功，他在短時間內竟收復失地。



「一是不賭，一賭大就贏，又再賭又贏，不單還清賭債，而且還有錢剩…當時晚晚贏幾千，晚晚贏幾萬，有時好彩，贏十幾萬，晚晚贏，贏三個月。」當時杜汶澤每日的生活，就是起床、吃飯、賭錢、飲酒、睡覺，每晚更有十多個朋友圍在身旁，吃喝玩樂，可謂非常威風，而還未過十九歲生日的他，所贏得的金錢更累積過百萬元。

電影世界傳達的訊息是贏錢主要靠賭術，但杜汶澤認為實情只是講運氣，一個人幸運當前，會以為自己真是賭神，他亦以為自己可以控制一切，但是好景不常，重創的日子終於到臨。

那天杜汶澤贏了十七萬元準備離開賭場之際，剛巧有一個輸了錢的賭場肥仔問他借三千元，於是英雄感作祟，他要逞英雄代人贏錢。

「你那裡是真心幫人，若果真心幫人，借三千元給他便成事，你根本就是想取得那份代人出頭的英雄感，很多人賭錢，除了因為錢之外，是為那份即時的英雄感…賭的時候，很多人圍觀，不用分析、努力、技巧、智慧，只需要派牌、開牌、贏，別人就覺你很厲害。」杜汶澤像心理學家般分析。

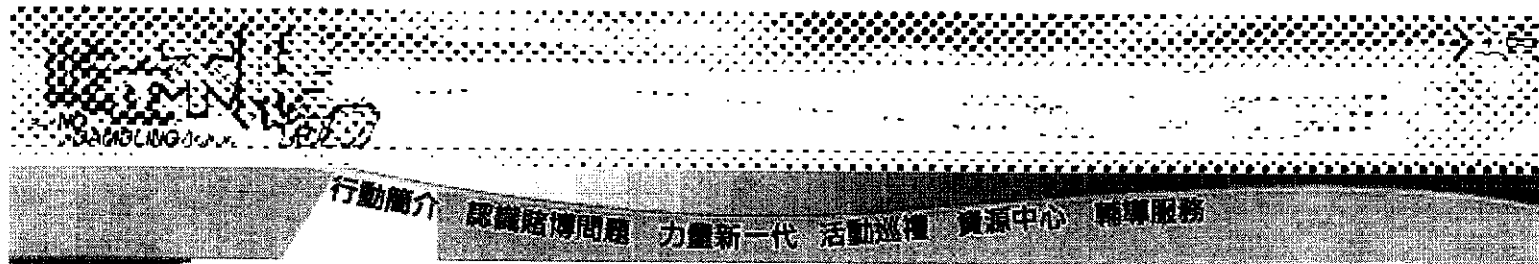
「(當時我想)你拿著十七萬元，要贏三千元應該很容易，但結果再用了十幾萬，救不了自己，還欠人十萬元，你說多麼可笑！」

他說，自己的英雄感可能是源自自卑，因為由小到大，自己都沒有過人之處，直至在賭場中，他以為找到屬於自己的地方，但試問又誰是真正屬於賭場？「賭錢突然給了我方向感，我在名校讀書，但沒有甚麼突出，成績、運動、追女仔、唱歌…全部都不突出，人沒有過人之處又甚麼出奇…人一定要有過人之處嗎？」

自從那天起，杜汶澤晚晚輸，輸到連自己也被嚇怕。「好像磁石般被吸回曾經贏過的錢，很可怕，我贏回來的百萬元，全部輸掉，問家人借，又輸，問人再借，又輸，輸到走投無路，要跪在地上求哥哥向他的女友借錢。」

雖然當時口說不再賭，但他轉頭又再賭，又再輸賭博。他對於賭博的親身體會是：賭博最難控制不是結果，是人的情緒，其壞處亦不在於輸，而是令你失控，然後出錯，輸了便不斷想追回失去的。





### 「屹立不賭」行動目標

金錢、刺激、娛樂……，人們基於種種原因，參與賭博；部分人在踏進賭博的門檻後，更泥足深陷，以致個人的日常生活受影響，甚至累及身邊的家人和朋友。

鑑於青少年時期是個人價值觀及行為發展的重要階段，因此香港教育城在「平和基金」委託下，特別推出為期兩年的「屹立不賭」行動，希望能讓青少年瞭解到賭博的本質和病態賭博的問題，從而建立正確的人生觀，減低他們沉迷賭博或其他活動的機會。

至於家長、老師和社會工作者方面，我們亦期望能提高其對賭博問題的關注和認識，並由他們擔演指導的角色，教育青少年正確認識賭博的禍害。

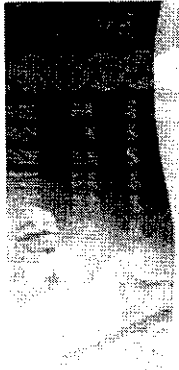
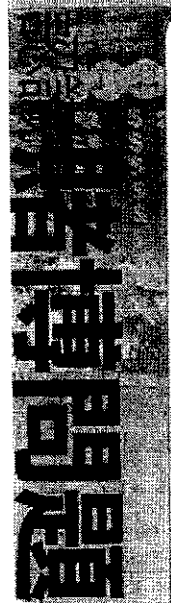
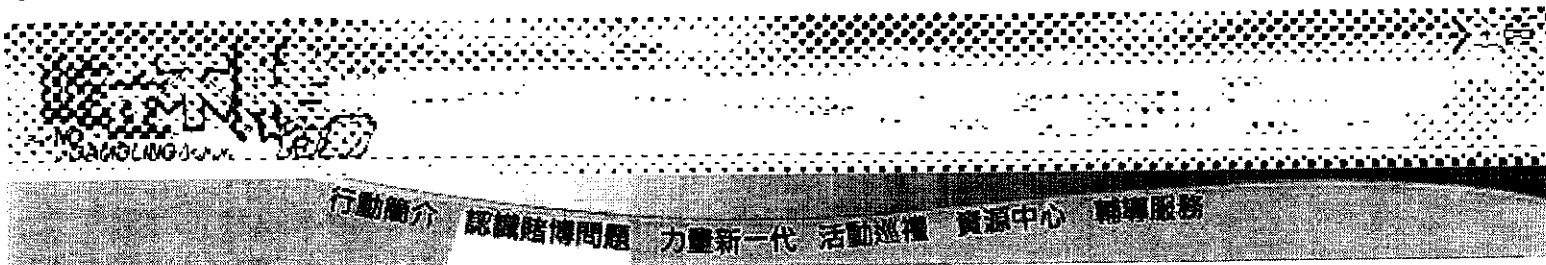
整項「屹立不賭」行動分別由一系列教育推廣活動，以及「屹立不賭」行動網站所組成。這些教育活動會針對學生、老師、社會工作者和家長的不同需要而設計，其中包括有關賭博問題的講座、專題研習計劃、辯論比賽、問題賭博輔導培訓課程，以及戶外活動等。

在「屹立不賭」行動網站方面，除介紹賭博本質及病態賭博特徵的資料外，更羅列各機構提供的問題賭博輔導服務和活動，以及集結豐富教學資源和相關研究等，供關注賭博問題的人士參考和使用。

另外，為年青人而設的「力量新一代」專區，則會透過多元和有趣的方式，培養青少年獨立的思考能力，並協助他們發展出躍動力、自主力、自控力、抗誘力和抗逆力等，以便在面對各種誘惑和挑戰時，能夠作出判斷和選擇。

為使行動獲得理想的效果，香港教育城特別邀請不同界別人士，組成「屹立不賭」行動諮詢委員會，就推行策略和目標，提供專業意見。

香港教育城會陸續推出不同的教育推廣活動，如有任何查詢，歡迎隨時致電2624 1000，或電郵至 [info@saynotogambling.net](mailto:info@saynotogambling.net)，與我們聯絡。



## 認識賭博問題

「小賭可以怡情」。

這句俗語或許可以反映不少人的心態，但是賭博是否真能怡情，還是只是美麗的裝飾，甚至一個令人難以自拔的陷阱？

許多賭徒因賭「亂性」，就是由「怡情」這個動聽的理由開始，由「小賭」一步一步邁進「大賭」的階段；由以賭博作為消閒娛樂等調劑生活的活動，直至正常生活被慢慢的蠶食，受到賭博的支配，最後更變成「病態賭徒」，不能控制自身的行徑。

到底賭徒有沒有種類之分？病態賭徒到底有何特徵？可能出現病態賭博行為的青少年，又有何性格和行為特徵？這部分的資料正可以讓我們對賭博的問題，有進一步的認識。

# 認識賭博問題

行動簡介 認識賭博問題 力壓新一代 活動巡禮 資源中心 輔導服務

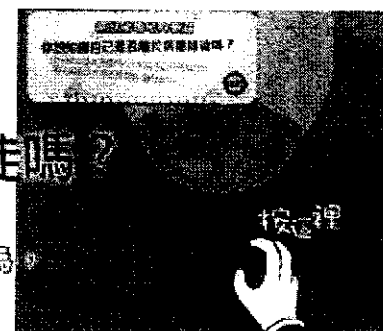
網上測試

網上測試

## 病態賭博傾向測試

你想知道自己是否屬於病態賭徒嗎？

試想想在過去三個月內，你曾否出現這些行為，  
便可知道自己有否病態賭博的傾向。



資料來源-美國精神病學協會(American Psychiatric Association)設計的DSM-IV-TRJ測試，  
中文譯本由香港中華基督教青年會知識管理部提供



>> 返回屹立不搖

首回講到「力量新一代」戰隊成員Nick和Sunshine開始出動，偵察在金寶寧村出沒怪獸的蹤影，在「人肉偵察機」偵察六婆的報料下，他們相信門外「616」的塗污事件，可能另有內情，究竟怪獸正進行甚麼神秘的行動呢？

>> 觀看

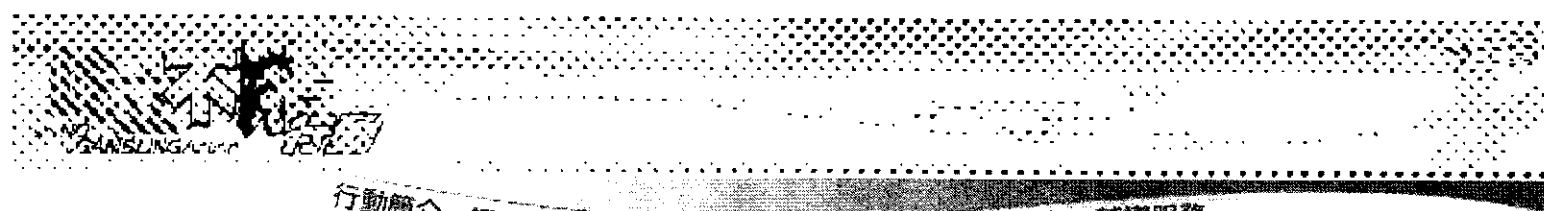


失敗的經驗誰沒有？18 歲的學生 DJ Stephy(徐曉雯)，從DJ比賽中脫穎而出，到被雪藏，然後從雪藏中被解凍，決不認輸的性格，Stephy終於判斷出自己要走的路，今日的她更已經擁有一個屬於個人的電台節目。

>> 詳情

關於我們 自主力 自控力 抗逆力 抗壓力 堅動力

進入金寶寧村



行動簡介 認識賭博問題 力量新一代 活動巡禮 資源中心 輔導服務

# 資源中心

賭博問題研究

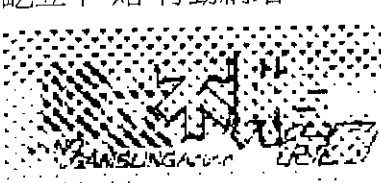


為了讓有興趣和有需要人士，能夠方便及快捷地獲得有關賭博問題的參考資料，資源中心將不斷搜羅各有關的研究報告、參考書籍、相關網站和教學資源等，以協助推動認識賭博問題的教育工作。

## 賭博問題研究

研究報告	主辦／研究機構	摘要	全文	簡報	網址
香港市民參與賭博態度研究報告	香港中華基督教青年會			--	--
青年賭博問題研究報告	香港中華基督教青年會			--	--
戒賭輔導服務概況	循道衛理中心	--	--		--
賭波規範化後之賭博觀與賭博行為研究簡報	香港理工大學應用社會科學系社會政策研究中心	--		--	--
香港人參與賭博活動情況	香港理工大學應用社會科學系社會政策研究中心及通識教育中心			--	--
賭博對青少年的影響	明光社			--	--
賭波合法化意見調查	中文大學香港亞太研究所	--	--	--	
新「賭波合法化後中學生參與賭波活動」調查	監察賭風聯盟				--
賭徒成人子女身心健康研究	工業福音團契	--	--	--	
A Study of Hong Kong People's Participation in Gambling Activities	Centre for Social Policy Studies of The Department of Applied Social Science & The General Education Centre of The Hong Kong Polytechnic University	--		--	--
Study of Problem Debts in Hong Kong	Dr Chan Ko Ling, department of Social Work & Social Administration, The University of Hong Kong and Tung Wah Group of Hospitals	--			--

註：如需引用研究報告之內容，請註明出處



行動簡介 認識賭博問題 力量新一代 活動巡禮 資源中心 輔導服務

# 輔導服務

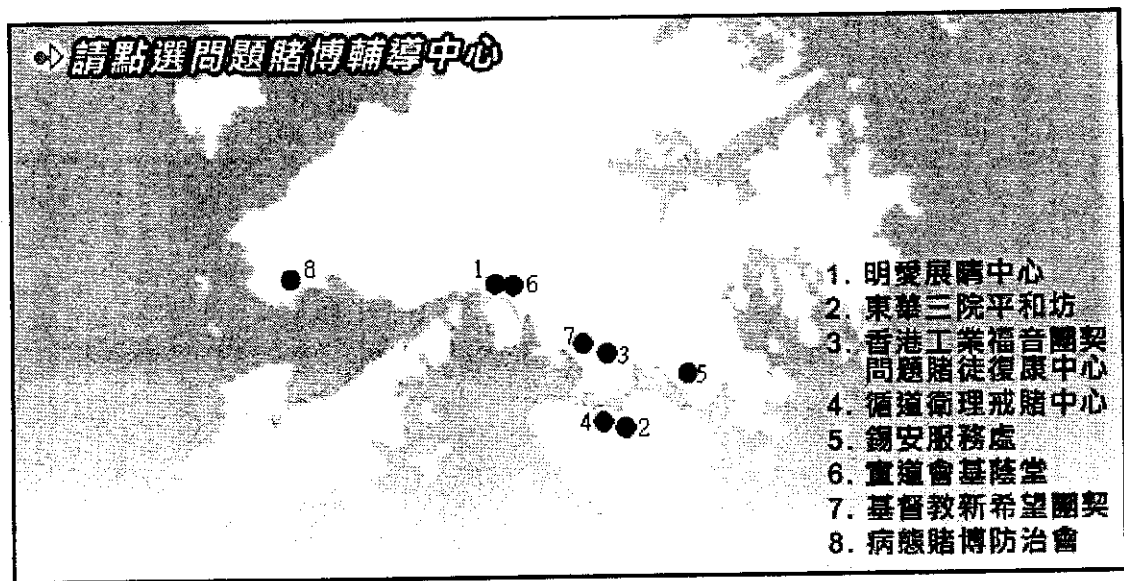


## 中心簡介

- 戒賭熱線：1834633 (由明愛及東華三院共同設立)
- 服務時間：星期一至、二、四 上午10時 - 晚上7時  
星期三、五、六 上午10時 - 晚上10時

## 問題賭博輔導中心

### ➤ 請點選問題賭博輔導中心



1. 明愛展晴中心
2. 東華三院平和坊
3. 香港工業福音團契  
問題賭徒復康中心
4. 循道衛理戒賭中心
5. 錫安服務處
6. 宣道會基蔭堂
7. 基督教新希望團契
8. 病態賭博防治會

### 1. 明愛展晴中心

- 電話：2499 7828
- 電子郵件：[fsag@caritassws.org.hk](mailto:fsag@caritassws.org.hk)
- 地址：荃灣柴灣角安賢街11號聖母領報堂
- 服務時間：星期一至、二、四 上午10時 - 晚上7時

**Annex B**

Service Agreement on 1<sup>st</sup> October 2003

BETWEEN

The Secretary for Home Affairs Incorporated

AND

Tung Wah Group of Hospitals

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THIS AGREEMENT is made on 1<sup>st</sup> October 2003.

Parties

- (A) The Secretary for Home Affairs Incorporated (“the Corporation”) and
- (B) Tung Wah Group of Hospitals whose registered office is situated at Wong Fung Ling Memorial Building, 12 Po Yan Street, Sheung Wan, H.K. (“the Operator”)

Whereas

- (A) The Ping Wo Fund was established as a charitable fund under a Declaration of Trust made on 5<sup>th</sup> September 2003 in Hong Kong.
- (B) The Corporation, acting as trustee of The Ping Wo Fund, is desirous of engaging a non-profit making organization to operate the Centre to provide timely professional intervention and other support services to assist individuals facing problems associated with gambling.
- (C) The Corporation wishes to engage the Operator and the Operator is willing to accept the engagement on the terms and conditions hereinafter contained.



NOW IT IS HEREBY AGREED as follow:

## **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires, the following terms have the following meanings:

“Agreement”	means this Agreement and Annexures.
“Centre”	means the Pilot Counselling and Treatment Centre for Problem and Pathological Gamblers to be operated by the Operator on 11/F Tung Sun Commercial Centre, 194-200 Lockhart Road, Wanchai, H.K. pursuant to the terms of this Agreement.
“Detailed Description”	means the detailed description regarding the operation of pilot counselling and treatment centres for problem and pathological gamblers dated 12 <sup>th</sup> June 2003, a copy of which is annexed hereto and marked Annex A.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Proposal”	means the proposal for the operation of the Centre and the supplementary information dated 29 <sup>th</sup> September 2003 submitted by the Operator, copies of which are annexed hereto and marked Annex B.
“Representative”	means the Secretary for Home Affairs, Permanent Secretary for Home Affairs, Deputy Secretary for Home Affairs, Principal Assistant Secretary for Home Affairs, and any other persons nominated in writing from time to time by the Secretary for Home Affairs.

“Services” means the services, tasks and objectives to be performed or achieved by the Operator in accordance with the requirements of this Agreement including without limitation those as set out in the Detailed Description and the Proposal (to the extent not inconsistent with those set out in the Detailed Description)

Service User(s) means individuals or families who make use of the Services or any part thereof.

1.2 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.3 The headings to the Clauses in this Agreement are for ease of reference only and shall not affect, limit or extend the interpretation of this Agreement.

1.4 Reference herein to Clauses and Annexes are to clauses in and annexes to this Agreement unless the context requires otherwise and the Annexes to this Agreement shall be deemed to form part of this Agreement.

1.5 In the event of any conflict between Clause 1 to 17 and the Annexes, Clause 1 to 17 shall prevail and in the event of any conflict between Annex A and Annex B, Annex A shall prevail.

## **2. SERVICES AND DURATION**

The Operator hereby agrees to operate the Centre and to provide the Services for a period of 3 years from 1<sup>st</sup> October 2003 to 30<sup>th</sup> September 2006 in accordance with the provisions of this Agreement, including without limitation those as set out in the Detailed Description and the Proposal (to the extent not inconsistent with the Detailed Description). The Corporation may in its absolute discretion renew this Agreement for such period and on such terms as shall be agreed between the parties.

### **3. PREMISES**

- 3.1 The Operator shall operate the Centre at 11/F Tung Sun Commercial Centre, 194-200 Lockhart Road, Wanchai, H.K. The Centre shall comply with all the requirements relating to premises, fitting, furnishing, facilities as set out in the Detailed Description and the Proposal (to the extent not inconsistent with the Detailed Description).
- 3.2 The Operator shall be fully responsible for all costs and liability associated with the use of the premises for the operation of the Centre.

### **4. CARE AND MAINTENANCE OF THE PREMISES**

- 4.1 The Operator shall maintain the Centre in a clean and serviceable condition throughout the term of this Agreement.
- 4.2 The care and maintenance of the Centre (including all fixtures and fittings, furniture and equipment) shall be the responsibility of the Operator and at its sole cost and expenses. No additional funding shall be provided by the Corporation for this purpose.

### **5. FURNITURE & EQUIPMENT**

The Operator shall be responsible for furnishing and equipping the Centre at its sole cost and expenses in accordance with the requirements as set out in the Detailed Description and the Proposal. No additional funding shall be provided by the Corporation for this purpose.

### **6. FUNDING**

- 6.1 The Corporation shall provide a lump sum funding of HK\$ 10,500,000 for the operation of the Centre hereunder. Such funding shall be payable to the Operator in 12 equal installments of

HK\$ 875,000 each, the first of which shall be payable upon he signing of this Agreement and the remaining 11 installments shall be payable on 1 January 2004, 1 April 2004, 1 July 2004, 1 October 2004, 1 January 2005, 1 April 2005, 1 July 2005, 1 October 2005, 1 January 2006, 1 April 2006, 1 July 2006.

- 6.2 The Operator shall use the funding for the sole purpose of paying the expenses incurred in the operation of the Centre and provision of the Services. No additional funding shall be provided by the Corporation for the operation of the Centre or the provision of the Services. The Operator shall not be entitled to make any profit out of or in relation to the operation of the Centre or provision of the Services.
- 6.3 (a) The Operator shall cause to be kept proper books of account with respect to:
- (i) all sums of money received and expended by the Operator in respect of the operation of the Centre and the matters in respect of which the receipt and expenditure takes place;
  - (ii) all sales and purchase of goods by the Operator in respect of the operation of the Centre; and
  - (iii) the assets and liabilities of the Operator in respect of the operation of the Centre.
- (b) Within 90 days from each financial year of the Operator, the Operator shall provide to the Corporation its income and expenditure account for the previous financial year and its balance sheet as at the date the income and expenditure is made up in respect of the operation of the Centre, audited by an auditor registered under the Professional Accountants Ordinance (Cap. 50).
- 6.4 Unless otherwise agreed in writing by the Corporation, any unused funding at the expiry or early termination of this Agreement shall be refunded to the Corporation within 90 days from such expiry or termination.

## **7. FEE CHARGING**

All monies received from the Service Users in return for the provision of the Services or any part thereof shall solely be used for the operation of the Centre and the provision of the Services.

## **8. ANNUAL BUSINESS PLAN AND ASSESSMENT OF PERFORMANCE**

8.1 The Operator shall submit to the Corporation annually a business plan (the “Business Plan”) for the operation of the Centre and the performance of the Services under this Agreement for the following year. The Business Plan shall identify service needs and service gaps and contain such information as Corporation may require and shall be drawn up by the Operator in consultation with the Corporation.

8.2 The Operator shall meet the performance standards as set out in the following output and outcome indicators:

### Output indicators

	Attainment level (per year)
Total no. of calls	8000
Total no. of calls taken	5000
Total no. of new cases who receive Level 1 service	2000
Total no. of new cases who receive Level 2/3 services	500
No. of clients who received Level 2/3 services	700
No. of counselling and treatment sessions	3000

No. of mutual support / self-help group sessions	150
No. of staff and professional training sessions	10
No. of participants attended the staff and professional training	200
No. of public education programmes	30
No. of participants attended the public education programmes	6000

#### Outcome indicators

	Attainment level
Percentage of cases achieving and maintaining complete abstinence for half a year upon termination of treatment (excluding social gambling)	50%
Percentage of cases showing increased ability of control, and ability to manage the emotional, cost and other factors leading to their gambling activities	65%
Percentage of case with sustained and consistent use of structural support	60%
Percentage of case closed with attainment of agreed goals in the case plan	70%
Percentage of cases with improvements in other aspects of clients' life which are conducive to eliminating or reducing their gambling problems	75%

Percentage of positive feedback from users on achievement of programme objectives and effectiveness of programme	90%
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Subject to the agreement of the Operator, the Corporation may require changes to be made to the above performance standards.

- 8.4 The Operator shall establish and implement a self-evaluation mechanism to assess the effectiveness of the Centre and its performance of the Services hereunder. The Operator shall submit to the Corporation two interim self-evaluation reports each year and one final self-evaluation report within 60 days from the expiry or early termination of this Agreement.
- 8.5 The Corporation may, at any time and from time to time, whether by itself or any persons authorized by it, assess the effectiveness of the Centre and the performance of the Services by the Operator. As from the date of this Agreement, the Operator shall give and shall procure that the Corporation and any persons authorized by it will be given all such information relating to the Centre and the performance of the Services hereunder and such access to the Centre and other places and all books, title deeds, records, accounts and other documentation of the Operator and the Centre as the Corporation may reasonably request and be permitted to take copies of any such books, deeds, records, accounts and other documentation and that the officers and employees of the Operator and the Centre shall be instructed to give promptly all such information and explanations to any such persons as aforesaid as may be requested by it or them.
- 8.6 After assessment, the Corporation may:
- (a) require the Operator to draw up and implement an action plan to overcome identified problems or to achieve performance standards set out above within a reasonable period specified by the Corporation;
  - (b) monitor the progress of implementation and the achievement of the performance standards; and

- (c) conduct follow-up assessment during and/or after the period of time given to the Operator to improve.

If an action plan is drawn up, the Operator shall implement the action plan within the period as specified by the Corporation.

## **9. RELATION BETWEEN THE PARTIES**

The Operator enters into this Agreement with the Corporation as an independent contractor only and shall not represent itself as an employee, servant, agent or partner of the Corporation.

## **10. INSURANCE**

The Operator shall maintain adequate insurance policy in respect of the followings:

- (a) Public Liability; and
- (b) Employee Compensation

## **11. INDEMNITY**

The Operator shall indemnify and keep the Corporation fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Corporation may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of:

- (a) the negligence, recklessness or willful misconduct of the Operator, its employees, agents or sub-contractors in the provision of the Services;
- (b) the breach of any of the terms of this Agreement; or
- (c) any unauthorized act or omission of the Operator, its employees, agents or sub-contractors.



## **12. PUBLICITY**

- 12.1 The Operator shall submit to the Representative all advertising or other publicity materials relating to this Agreement or to the Services to be provided hereunder wherein the Corporation's name is mentioned or language used from which a connection with the Corporation can reasonably be inferred or implied. The Operator shall not publish or use such advertising or other publicity materials without the prior written consent of the Representative.
- 12.2 The Operator shall acknowledge in any publications (including website) and activities of the Centre in a conspicuous manner as appropriate that the operation of the Centre is financed by The Ping Wo Fund.

## **13. SUB-CONTRACTING AND ASSIGNMENT**

- 13.1 The Operator shall not, without the written consent of the Representative, sub-contract the whole or any part of the Services to any person whosoever or purport to do so.
- 13.2 For the avoidance of doubt, where all or any part of the Services are sub-contracted to any person in accordance with this Agreement, the Operator shall remain liable for the full remuneration thereof and for any act or omission of any such person as if such act or omission were its own.
- 13.3 The Operator shall not assign or otherwise dispose of any interest, right, benefit or obligation under this Agreement.

## **14. VARIATION OF THE AGREEMENT**

Subject to the provisions of this Agreement, no waiver, cancellation, alternation or amendment of or to the provision of this Agreement shall be valid unless made in writing and duly signed by both parties.

## **15. TERMINATION OF AGREEMENT**

- 15.1 This Agreement may be terminated by either party giving 90 days written notice to the other party. During the period of notice, both parties shall co-operate to ensure that the interests and needs of the Service Users may be met under whatever new arrangement which are proposed.
- 15.2 The Corporation may by written notice immediately terminate the Agreement if the Operator shall be in breach of any term or terms of the Agreement which:
- (a) in the case of a breach of a term capable of being remedied, is not remedied by the Operator within 7 days of receipt of a notice to remedy from the Corporation; and
  - (b) is fundamental to the Agreement.

## **16. NOTICES**

- 16.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party as its address or facsimile number set out below (or such other address or facsimile number as the addressee has by 5 days' prior written notice specified to the other party):

To the Representative : Home Affairs Bureau  
31/F, Southorn Centre  
130 Hennessy Road  
Wanchai  
Attention: Ms. Esther Leung  
Facsimile Number: 2591 6002

To the Operator : Tung Wah Group of Hospitals  
6/F Community Services Division,  
Wong Fung Ling Memorial Building,  
12 Po Yan Street, Sheung Wan  
Attention: Mr. YIU Tze-leung  
**Facsimile Number: 2859 7618**

16.2 Such notices, demands or other communications shall be addressed as provided in Clause 16.1 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
- (b) if sent by post, two business days (for local post) and five business days (for overseas post) after the date of posting;
- (c) if sent by facsimile, when dispatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

## **17. GOVERNING LAW AND JURISDICTION**

The Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

IN WITNESS WHEREOF this Agreement has been entered into on the day and year first above written and evidenced by as many copies as there are parties hereto.

SIGNED BY )  
Dr. Patrick C P Ho, )  
The Secretary for Home Affairs Incorporated )

In the presence of Mr Stephen Fisher

Witness's signature )  
)  
)

SIGNED BY )  
YEUNG Chiu Sing, Ricky )  
Chairman of Board of Directors, )  
Tung Wah Group of Hospitals )  
For an on behalf of the Operator )

In the presence of Mr. LEUNG Kam-fong:

Witness's signature )  
)  
)