

QUOTATION NOTICE**INVITATION TO QUOTATION FOR A LICENCE
OF A FEE-PAYING PUBLIC CAR PARK
ON PORTIONS OF THE GROUND FLOOR AND
THE BASEMENT OF TRADE AND INDUSTRY TOWER,
NO. 3 CONCORDE ROAD, KAI TAK, KOWLOON, HONG KONG
(Quotation Reference No. : GPA K22299)**

Quotations are invited for a licence of the Government properties being portions of the Ground Floor and the Basement of Trade and Industry Tower, No. 3 Concorde Road, Kai Tak, Kowloon, Hong Kong (hereinafter referred to as “the Premises”) which are more particularly described in Clause 1 of the form of Licence Agreement annexed hereto (hereinafter referred to as “the Form of Licence Agreement”) and are for identification purpose only shown coloured pink, pink hatched black and pink stippled black on the plans (Drawings Nos. GPA K22299A and GPA K22299B) annexed to the Form of Licence Agreement for a term of three years commencing on a date to be specified by the Chief Property Manager, Government Property Agency for the purpose of a fee-paying public car park for the parking of private cars (which are currently licensed by the Commissioner for Transport for use on public streets and roads under the provisions of the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation) only and on such terms and conditions as set out in this Quotation Notice and in the Form of Licence Agreement.

2. **The Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) does not bind itself to accept the highest quotation or any quotation submitted. The Government reserves the right to negotiate with any bidder about the terms and conditions of the offer. The Government will consider the past or current performance of the bidders as licensees or tenants of the Government both in examining any quotation submitted and in deciding whether or not to award the quotation. The decision of the Government on whether or not to award the quotation shall be final.**

3. Bidders **MUST** state in the Form of Quotation annexed hereto the **FIXED** monthly licence fee (exclusive of rates, electricity charges, charges, and any other outgoings whatsoever) they are prepared to offer to the Government for the above licence of the Premises. **Any quotation submitted which is not in conformity with the requirement contained in this Paragraph will not be considered by the Government.**

4. Quotations should be:

- (a) made in the Form of Quotation annexed hereto; and
- (b) enclosed in a sealed envelope addressed to “**The Chairman, Quotation Opening Committee, Government Property Agency**” and clearly marked: “**Quotation for a Licence of a Fee-Paying Public Car Park on Portions of the Ground Floor and the Basement of Trade and Industry Tower, No. 3 Concorde Road, Kai Tak, Kowloon, Hong**

Kong (Quotation Reference No.: GPA K22299)” on the outside of the envelope.

5. (a) Quotation **MUST** be placed in the **Government Property Agency Quotation Box placed at the Ground Floor Lobby, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong (hereinafter referred to as “the Specified Quotation Box”)** before 12:00 noon on the **2nd day of April 2024**. If tropical cyclone signal No. 8 or above is hoisted, or a black rainstorm warning signal or “extreme conditions” announced by the Government is/are in force at any time between 9:00 a.m. and 12:00 noon on the **2nd day of April 2024**, the quotation closing time will be postponed to 12:00 noon on the first working day after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the “extreme conditions” announced by the Government has/have ceased to be in force PROVIDED THAT if the postponed quotation closing day falls on a Saturday, then the quotation closing time will be postponed to 12:00 noon on the next working day. In case of blockage of the public access to the location of the Specified Quotation Box at any time between 9:00 a.m. and 12:00 noon on the **2nd day of April 2024**, the Government Property Agency will announce extension of the quotation closing time until further notice. Following removal of the blockage, the Government Property Agency will announce the extended quotation closing time as soon as practicable. The above announcements will be made on the website of Government Property Agency Property Portal at <https://www.gpaproperty.gov.hk>. **Any quotation submitted which is not in conformity with the requirement contained in this Paragraph 5(a) will not be considered by the Government.**
- (b) Late quotations and quotations not deposited in the Specified Quotation Box will not be accepted.
- (c) Save and except the insertion of the requisite information and particulars at the spaces as indicated in the Form of Quotation, there shall be no insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice or in the Form of Quotation or in the Form of Licence Agreement. For quotations submitted with any insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice or in the Form of Quotation or in the Form of Licence Agreement, the Government may not consider or assess any quotations submitted which did not comply with the requirement contained in this Paragraph 5(c).

6. All bidders should submit all the required information and documents including but not limited to the documents as referred to in Paragraph 10 of this Quotation Notice before closing of the quotation. The Government may not consider or assess any quotations submitted which did not comply with all the terms and requirements of this Quotation Notice. The Government reserves the right to seek clarification on the required information and documents after closing of the quotation and request the bidder to submit such information

and documents to the Government within a stipulated period. Quotation evaluation would be conducted on the basis of available information and documents if the required information and documents were not submitted.

7. BIDDERS shall FORWARD WITH THEIR QUOTATIONS a **CASHIER'S ORDER or a CHEQUE** for an amount in Hong Kong currency equivalent to **one month's licence fee offered** made payable to "The Government of the Hong Kong Special Administrative Region" and issued by a bank which shall be a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155). If a cheque is submitted, **it must be certified good by the bank** on which it is drawn for payment up to **the 1st day of August 2024**. All cashier's orders or cheques will be retained uncashed until a decision has been made on the quotations submitted. The successful bidder is required to pay the **security deposit for an amount in Hong Kong currency equivalent to three months' licence fee offered** as referred in Special Condition No. 8(a) of the Fourth Schedule to the Form of Licence Agreement. If a quotation is accepted, the cashier's order or cheque submitted therewith will be treated as **part payment of the security deposit** as required. All other cashier's orders and cheques will be returned to the unsuccessful bidders at the addresses shown on their quotations. The Government reserves the right to seek clarification from the bidder on the submission of cashier's order or cheque by the bidder. In the event that clarification is required for the submission of cashier's order or cheque by the bidder, the bidder should respond by the date specified in the clarification letter or if no date is specified in the clarification letter, within one week from the date of the clarification letter. If within the time prescribed aforesaid, the bidder fails to respond to the clarification letter or fails to submit the required cashier's order or cheque that complies with the requirements contained in this Paragraph 7 pursuant to the clarification letter, **the quotation submitted by the bidder will not be further considered by the Government.**

8. Quotations will only be accepted from bidders who will carry on business and occupy the Premises for their own use, and no assignment, subletting, underletting, sub-licensing or parting with the possession of the Premises or any part thereof or any interest therein will be permitted.

9. (a) Bidders when submitting their quotations by way of a subsidiary company should clearly state the names of their holding companies and their correspondence addresses, the names of their contact persons, their telephone numbers and facsimile numbers.
- (b) The person who signs a quotation as bidder shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name(s) of the contact person(s) of his principal in Part C of the Information of bidder in the Form of Quotation.
- (c) If the bidder is a person, the quotation **MUST** be made in the name of such person trading as a firm or business in sole proprietorship. If the bidders are persons, the quotation **MUST** be made in the name of such persons trading as a firm or business in partnership. Any quotation submitted which is not in conformity with the requirement contained in

this Paragraph 9(c) will not be considered by the Government.

- (d) After the award of the quotation, the identity of the successful bidder and its holding company (if any) would be disclosed by the Government in response to public/media enquiries. The Government reserves the right to announce the quotation results without the need to seek the prior agreement of the successful bidder or its holding company (if any).

10. (a) **Bidders when submitting their quotations by way of person or persons should submit a copy of the valid Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of the said firm or business.**

- (b) **Bidders when submitting their quotations by way of a corporate body should submit one copy each of the valid Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of quotation submission), the latest Annual Return (if any), Notice of Change of Company Secretary and Director (if any) and Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of its current shareholders and directors.**

11. If a quotation is accepted, the successful bidder shall be the Licensee and he shall be notified of the acceptance of his quotation by a letter posted to him at or delivered to the address stated in his Form of Quotation. The successful bidder shall within 7 days of being called upon by the Government so to do sign or in the case of a corporate body duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Government Property Agency a Licence Agreement and the plans annexed thereto (hereinafter referred to as “the Licence Agreement and the plans annexed thereto”), and shall pay to the Government the **balance of security deposit and first month’s licence fee** due under the Licence Agreement and the plans annexed thereto. Where the successful quotation has been made on behalf of a principal, the principal shall himself sign or execute the Licence Agreement and the plans annexed thereto. Where the successful quotation has been made by or on behalf of a partnership, each partner shall sign or execute the Licence Agreement and the plans annexed thereto. If the successful bidder shall fail to sign or execute the Licence Agreement and the plans annexed thereto or pay the **balance of security deposit, first month’s licence fee** to the Government within the time limit as aforesaid, the Government may either enforce or cancel the quotation. On cancellation, the sum forwarded with the successful quotation as **part payment of security deposit** shall, without prejudice to the Government’s right of action for damages for breach of contract, be wholly and absolutely forfeited to the Government as liquidated damages and not as a penalty and the Government shall be at liberty to grant the above licence to other parties or invite quotations or otherwise deal with the Premises at such time and in such manner as the Government shall deem fit.

12. Subject to the due signing or execution of the Licence Agreement and the plans annexed thereto, and to the payment of **the balance of the security deposit and first month's licence fee** as hereinbefore provided, the rights under the licence will be granted to the successful bidder within three calendar months of the date on which the Licence Agreement and the plans annexed thereto are signed or executed. The successful bidder will be notified by a letter from the Chief Property Manager, Government Property Agency of the date on which the rights under the licence will be so granted and the date from which the term of the licence shall commence.

13. All quotations submitted shall remain valid from the closing date of the quotation until **the 1st day of August 2024** and shall remain binding upon the bidders and may be accepted by the Government at any time up to the expiry of the said validity period. The Government will consider and assess all quotations submitted which comply with all the terms and requirements of this Quotation Notice.

14. (a) Bidders and their directors, employees and agents should not communicate to any person other than the Government Property Agency the amount of licence fee offered, adjust the amount of licence fee offered by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not offer or otherwise collude with any other person in any manner whatsoever in the quotation process until the quotation is awarded. If a bidder is in breach of or fails to comply with this Paragraph or is in breach of his warranty given in Paragraph 7 of the Form of Quotation, without affecting his liability for such breach or non-compliance, the Government Property Agency may invalidate his quotation without payment of any compensation. The bidder will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present quotation and any subsequent quotation(s) arising from or incidental to the invalidation.
- (b) Paragraph 14(a) hereof shall have no application to the bidder's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the licence fee offered and communications in strict confidence with his consultants or sub-contractors to solicit their assistance in preparation of quotation submission.

15. Bidders and their directors, employees and agents shall not offer any advantage (as defined in the Prevention of Bribery Ordinance (Cap. 201)) to any employee of the Government Property Agency as an inducement to or reward for or otherwise on account of such employee's giving assistance or using influence in, or having given assistance or used influence in the quotation exercise. If a bidder commits any offence under the said Ordinance in relation to the quotation exercise, the Government Property Agency may invalidate its quotation without payment of any compensation. The bidder will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present quotation and any subsequent quotation(s) arising from or incidental to the invalidation.

16. Bidders shall note the additional terms and conditions, if any, as specified in the Schedule hereto.

17. The successful bidder shall accept the Premises in such state and condition as existing on the date on which the rights under the licence of the Premises is granted and all bidders are advised to inspect the Premises and conduct a survey of the Premises at their own costs to ascertain the physical condition or state or safety of the Premises prior to submitting the quotation. If bidders wish to conduct a site inspection of the Premises, they shall on or before the 20th day of March 2024 contact the officer referred to in Paragraph 20 of this Quotation Notice for arrangement.

18. The result of the quotation will be known on or before the 1st day of August 2024. Bidders who do not receive any notification from the Government of the acceptance of their offers by the said date may consider their offers not being accepted.

19. (a) **In addition to name and address, the bidder should provide his telephone number, facsimile number and Business Registration Number, and in case of a sole proprietor/partners the identity document number of the individual sole proprietor/ partners, in case of a corporate body, its Company Number. If he fails to provide the above data, it may not be possible for the Government to consider his quotation;**

(b) **the above data collected by the Government Property Agency are to be used for the consideration of this quotation by the Government and may be used by the Government Property Agency for such purpose and may be transferred to other Government departments to be used for such purpose. The above data may also be used for the consideration of other quotations by the Government at any time and the above data may be used by the Government Property Agency for such purpose and may be transferred to other Government departments to be used for such purpose; and**

(c) **individuals have a right to request access to and correction of his personal data in the Form of Quotation pursuant to the Personal Data (Privacy) Ordinance (Cap. 486). Any such request shall be made to the Personal Data (Privacy) Officer of the Government Property Agency at the address stated in Paragraph 20 of this Quotation Notice.**

20. Any enquiry in relation to this quotation should be addressed to:

Government Property Agency
9/F, South Tower, West Kowloon Government Offices,
No. 11 Hoi Ting Road,
Yau Ma Tei, Kowloon, Hong Kong
(Attn : Miss Lydia WONG
Tel. No: 3842 6777 and Fax No.: 2877 8993)

21. It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective bidder shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Quotation Notice and such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Quotation Notice or the Form of Licence Agreement.

22. (a) Notwithstanding anything to the contrary in this Quotation Notice, at any time after the quotation closing time as mentioned in Paragraph 5(a) of this Quotation Notice but before a quotation is accepted, the Government reserves the right to cancel the quotation exercise under this Quotation Notice on the ground that it is in the public interest not to accept any quotation submitted or award the quotation or on the ground that there are changes of requirement or circumstances after the quotation closing time for operational or whatever reasons. The decision of the Government to cancel the quotation exercise under this Quotation Notice shall be final and conclusive and shall be binding on the bidders. The bidders shall have no right to claim compensation in any form from the Government arising from or incidental to the cancellation.

(b) The Government shall have the right to arrange for a new quotation exercise in respect of the Premises subsequent to the cancellation of the quotation exercise under this Quotation Notice.

23. (a) This Quotation Notice shall be governed by and construed and enforced in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong"). The bidders and the Government shall submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Quotation Notice.

(b) If a quotation is accepted, then until the Licence Agreement and the plans annexed thereto are duly signed or executed, the quotation together with the written acceptance thereof shall constitute a binding agreement between the successful bidder and the Government. The said binding agreement shall be governed by and construed in accordance with the laws of Hong Kong, and the successful bidder and the Government shall submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the said binding agreement.

24. Notwithstanding anything to the contrary in the Quotation Notice, the Government reserves the right to disqualify a bidder on the grounds that the bidder or its principal (if any) has engaged, is engaging, or is reasonably believed to have engaged or to be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the disqualification is necessary in the interest of national security, or is necessary to protect the public interest, public morals, public order or public

safety of Hong Kong. For the avoidance of doubts, the word “engage” or its variants in this paragraph shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Government to disqualify the bidder shall be final, conclusive and binding on the bidder.

25. A Chinese translation of this Quotation Notice and the Form of Quotation is attached. In the event of any doubt or dispute in the interpretation of this Quotation Notice and the Form of Quotation, the Government’s intention as expressed in the English version shall prevail.

The Schedule

1. Bidders are advised to note the following Special Conditions in the Fourth Schedule to the Form of Licence Agreement:

- (a) Special Condition No. 8 of the Fourth Schedule to the Form of Licence Agreement contains the terms and conditions governing the deposit of security deposit with the Government by the successful bidder, and the refund of the said deposit upon expiration or sooner determination of the licence granted by the Form of Licence Agreement. In particular, pursuant to Special Condition No. 8(a), the security deposit paid by the successful bidder will be deposited with the Government as security for the due payment of the monthly licence fee, electricity charges, rates, taxes, assessments, charges, duties and any other outgoings payable under the Form of Licence Agreement and the due payment of the licence fee, rent, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings (collectively "Sums") payable under any other agreements of any other licences or any leases or tenancies of any premises granted or to be granted by the Government to the successful bidder (hereinafter referred to as "Other Agreements") and the due performance and observance by the successful bidder of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained in the Form of Licence Agreement and in Other Agreements. Pursuant to Special Condition No. 8(b), at the expiration or sooner determination of the licence granted by the Form of Licence Agreement, if there shall be any monthly licence fee, electricity charges, rates, taxes, assessments, charges, duties or other outgoings contained in the Form of Licence Agreement or any interest payable under Clause 4(a) of the Form of Licence Agreement and any Sums payable under Other Agreements or any interest payable thereon in arrears, the Government may apply such deposit towards payment of such arrears, or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained in the Form of Licence Agreement or in Other Agreements, the Government may apply such deposit towards remedying such breach (in so far as this may be possible) without the Government first taking actions or proceedings against the successful bidder and without prejudice to any other claim or remedy that the Government may have against the successful bidder by reason of the breach and shall only pay the balance (if any) of the said deposit to the successful bidder.
- (b) Pursuant to Special Condition No. 31 of the Fourth Schedule to the Form of Licence Agreement, in the event that the Pink Hatched Black Area (as defined in the First Schedule to the Form of Licence Agreement) is used for the parking of a private car driven by a driver who is a disabled person (as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation), the hourly and monthly parking fees (as the case may be) to be charged by the successful bidder

in respect thereof shall be fifty per centum (50%) of the hourly and monthly parking fees (as the case may be) charged by the successful bidder in respect of other car parking bays in the Pink Area (as defined in the First Schedule of the Form of Licence Agreement). For the avoidance of doubt, in the event that the Pink Hatched Black Area is used for the parking of a private car which carries passengers with mobility disabilities and is driven by a driver who is the holder of the Parking Certificate for Drivers Who Carry People with Mobility Disabilities, there shall be no concession on the parking fees to be charged by the successful bidder and the hourly and monthly parking fees (as the case may be) in respect thereof shall be the hourly and monthly parking fees (as the case may be) charged by the successful bidder in respect of other car parking bays in the Pink Area.

- (c) Pursuant to Special Condition No. 35 of the Fourth Schedule to the Form of Licence Agreement, the successful bidder shall obtain the Government's written approval to the hourly and monthly parking fees to be charged by the successful bidder in respect of the car parking bays (as referred to in the First Schedule to the Form of Licence Agreement, collectively "the Parking Bays") prior to the commencement of the business of a fee-paying public car park ("Business") in the Premises. Subject to the prior written approval of the Government, the successful bidder may adjust the said parking fees from time to time with reference to the prevailing parking fees of similar car parks in the vicinity of Trade and Industry Tower ("the Building"). The successful bidder shall not charge any parking fees except in such scale as approved by the Government.
- (d) Pursuant to Special Condition No. 36 of the Fourth Schedule to the Form of Licence Agreement, the successful bidder shall use the Access Control System installed by the Government at the entrance to the car park of the Building for vehicular ingress to and egress from the Building during the Hours of Operation (as specified in the Second Schedule to the Form of Licence Agreement) throughout the term of the licence to be granted by the Form of Licence Agreement. Save for the collection of parking fees by the Autopay System (as defined in Special Condition No. 38 of the Fourth Schedule to the Form of Licence Agreement), the successful bidder shall not use any area other than the Shroff Office (as referred to in the First Schedule to the Form of Licence Agreement) for collection of parking fees and impounding charges.
- (e) Pursuant to Special Condition No. 37(a) of the Fourth Schedule to the Form of Licence Agreement, the successful bidder shall at all times during the Hours of Operation permit and facilitate the Government, its officers and all persons authorized by the Government with or without appliances and equipment to enter upon and remain in the Premises to install, operate, inspect, repair, maintain or remove any charging facilities ("Charging Facilities") at such location or locations within the

Premises as the Government shall in its sole discretion decide for electric vehicles and plug-in hybrid electric vehicles and to carry out any other related works for the provision of the Charging Facilities. The Government is entitled to grant a wayleave or licence to a third party in respect of the Charging Facilities for profit-oriented operation or business. The Charging Facilities, if installed, shall be the Government's property.

- (f) Pursuant to Special Condition No. 37(d) of the Fourth Schedule to the Form of Licence Agreement, the Government shall have the absolute right to permit any person to operate or use the Charging Facilities on a fee-charging basis subject to such terms as shall be determined by the Government at its absolute discretion and the successful bidder shall make no objection thereto and shall have no right to claim compensation whatsoever for or in relation to such permission or otherwise for any loss, damage, nuisance or disturbance caused to or suffered by the successful bidder by reason of or arising out of or incidental to the operation or use of the Charging Facilities.
- (g) Pursuant to Special Condition No. 38 of the Fourth Schedule to the Form of Licence Agreement, the successful bidder shall at his own expense install, operate, maintain, repair and renew the Autopay System and in all respects to the satisfaction of the Government and accept payment made via such payment system as an alternative to cash payment for the parking fees of the Parking Bays. The Autopay System shall be installed at such locations as may first be approved in writing by the Government and in all respects to the satisfaction of the Government. Such installation shall be completed within three (3) calendar months from the date of commencement of the Licence Agreement. For the avoidance of any doubt, the Government shall be under no obligation to provide any electricity power and data-line connection or installation in respect of the installation of the smart card electronic payment system.
- (h) Pursuant to Special Condition No. 39(a) of the Fourth Schedule to the Form of Licence Agreement, within fourteen (14) days from the commencement date of the Business or such later date as may be decided and specified by the Commissioner for Transport (hereinafter referred to as "C for T") (as to which the decision of the C for T shall be final, conclusive and binding on the successful bidder), and thereafter throughout the term of the licence to be granted by the Form of Licence Agreement, the successful bidder shall at his own expense and in all respects to the satisfaction of the C for T submit to the C for T and the Public Sector Information (PSI) Portal "data.gov.hk" information relating to and associated with the Parking Bays and the information in operating the Parking Bays including but not limited to information on availability of such Parking Bays and information on full occupation of such Parking Bays (hereinafter referred to as "the Parking Information") in accordance with Special Condition No. 39(b).

2. The successful bidders are further advised to note that they may contact the Senior Engineer/Smart Mobility 4 of the Transport Department at Tel. No. 3842 6254 or email address PARKING-INFORMATION@td.gov.hk for any enquiry on the requirement in respect of the Parking Information as defined in Special Condition No. 39 of the Fourth Schedule to the Form of Licence Agreement.

報價公告

報價邀請書
香港九龍啟德協調道 3 號
工業貿易大樓地下及地庫部分地方的
收費公眾停車場牌照

(報價編號：GPA K22299)

現按本報價公告及夾附發牌協議大綱(下稱「發牌協議大綱」)所臚列的條款及條件，邀請就香港九龍啟德協調道 3 號工業貿易大樓地下及地庫部分地方的政府物業(下稱「該處所」)牌照提交報價書。牌照期為三年，由政府產業署總產業經理指定的日期起生效。該處所只可用作經營收費公眾停車場，以供停泊私家車(現時領有運輸署署長根據《道路交通條例》(第 374 章)、任何據以訂立的規例和任何予以修訂的法例發給的牌照，可在公共街道及道路上使用)。該處所的位置於發牌協議大綱第 1 條具體說明，並在其夾附的圖則(圖則編號：GPA K22299A 及 GPA K22299B)內以粉紅色、粉紅色綴黑斜線及粉紅色綴黑點標示，以資識別。

2. 中華人民共和國香港特別行政區政府(下稱「政府」)不一定接納出價最高的報價書或任何一份報價書。政府保留權利，可與任何競投人商議批出牌照的條款及條件。政府在審核任何一份報價書及決定是否批出報價書時，會考慮競投人過往或現時作為政府物業持牌人或承租人的表現。政府就是否批出報價書所作的決定屬最終決定。

3. 競投人必須在夾附的報價表格內述明為承投該處所的上述牌照而建議向政府繳付的固定牌照月費(不包括差餉、電費、費用及任何其他支出)。不符合本段所載規定的報價書，政府一概不予考慮。

4. 報價書應：

(a) 採用夾附的報價表格填寫，一式兩份；以及

- (b) 放入信封內封密，信封面書明「政府產業署拆閱報價書委員會主席收」，並清楚註明「就香港九龍啟德協調道 3 號工業貿易大樓地下及地庫部分地方的收費公眾停車場牌照提交報價書(報價編號：GPA K22299)」。
5. (a) 報價書必須在二零二四年四月二日正午十二時前，放入香港九龍油麻地海庭道 11 號西九龍政府合署南座地下大堂的政府產業署報價書收集箱(下稱「指定報價書收集箱」)內。如在二零二四年四月二日上午九時至正午十二時期間內的任何時間，八號或以上熱帶氣旋警告信號、黑色暴雨警告信號或政府公布的「超強颱風後的極端情況」生效，截止報價時間將延至八號熱帶氣旋警告信號、黑色暴雨警告信號或政府公布的「超強颱風後的極端情況」停止生效後的首個工作天正午十二時。如延遲後的截止報價日期為星期六，截止報價時間將延至下一個工作天正午十二時。如在二零二四年四月二日上午九時至正午十二時期間內的任何時間，前往指定報價書收集箱所在地點的公眾通道受阻，政府產業署會宣布推遲截止報價時間，直至另行通知。當通道重開後，政府產業署會在切實可行範圍內盡快公布已推遲的截止報價時間。上述公布事項會於政府產業署網站發出 (<https://www.gpaproperty.gov.hk>)。不符合本段(第 5(a)段)所載規定的報價書，政府一概不予考慮。
- (b) 逾期遞交及未有投入指定報價書收集箱的報價書概不受理。
- (c) 除在報價表格所顯示空位上填寫所需的資料和細節外，不得在本報價公告、報價表格或發牌協議大綱中加插、刪除或改動任何條款或條件。如報價書就本報價公告、報價表格或發牌協議大綱所載的任何條款或條件有所加插、刪除或改動，政府有可能不考慮或評審任何不符合本段(第 5(c)段)所載規定的報價書。
6. 所有競投人須在截止報價前遞交全部所需資料及文件，包括但不限於本報價公告第 10 段所指的文件。政府有可能不考慮或評審任何不

符合本報價公告內全部條款及規定的報價書。政府保留權利，可在截止報價後要求競投人就所需的資料及文件作補充說明，並要求競投人在指定期間內向政府遞交該等資料及文件。如沒有遞交所需的資料及文件，報價書會按已收到的資料及文件評審。

7. 競投人必須隨報價書付上面額相等於一個月建議牌照費的港幣銀行本票或支票，支付予「香港特別行政區政府」，並由根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行發出。如遞交支票，須經付款銀行核證為有效，保證直到二零二四年八月一日可獲兌現。政府對報價書作出決定前，所有銀行本票或支票均不會兌現。成功競投人必須按發牌協議大綱附表 4 特別條件第 8(a)條規定，繳付以港幣計算相等於三個月建議牌照費的保證金。如報價書獲接納，隨報價書付上的銀行本票或支票會視作按規定繳付部分保證金。所有其他銀行本票及支票則會按報價書所載地址退回落選的競投人。政府保留權利，可要求競投人就所遞交的銀行本票或支票作補充說明。如須就所遞交的銀行本票或支票作補充說明，競投人必須在要求補充說明的信件指明的日期前回覆；如該信件沒有指明日期，則須在該信件發出日期起計一個星期內回覆。在上述訂明時間內，如競投人沒有回覆要求補充說明的信件或依循該信件遞交符合本段(第 7 段)規定的銀行本票或支票，則政府不會進一步考慮競投人提交的報價書。

8. 競投人必須把該處所自用和經營業務，其報價書才會獲接納。競投人亦不得轉讓、分租、轉租、轉授或放棄管有該處所或其中任何部分或任何權益。

9. (a) 競投人如以附屬公司身分遞交報價書，須清楚註明其控權公司的名稱及通訊地址、聯絡人姓名、電話號碼及傳真號碼。

(b) 以競投人身分簽署報價書的人，將被視作以主事人身分行事，除非他在報價表格內聲明僅為代理人。代理人須同時在報價表格內「競投人資料」C 部，說明主事人的姓名 / 名稱、地址及其聯絡人的姓名。

- (c) 競投人如為一人，報價書**必須**以該人獨資經營商號或業務的名義填寫。競投人如為多人，則報價書**必須**以他們合夥經營商號或業務的名義填寫。不符合本段(第 9(c)段)所載規定的報價書，政府一概不予考慮。
- (d) 報價書批出後，政府可應公眾 / 傳媒的查詢，披露成功競投人及其控權公司(如有)的身分。政府保留公布報價結果的權利，而無須事先獲得成功競投人或其控權公司(如有)同意。
10. (a) 競投人如以一人或多人的身分遞交報價書，須附上有效商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視屬何情況而定)姓名的商業登記冊內資料摘錄核證本。
- (b) 競投人如以法團身分遞交報價書，須附上以下文件副本各一份：有效商業登記證、公司註冊證明書、組織章程細則、法團成立表格(如在遞交報價書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、更改公司秘書及董事通知書(如有)，以及更改公司秘書及董事詳情通知書(如有)。
11. 如報價書獲接納，成功競投人即成為持牌人。成功競投人將獲發信通知，通知信會按其報價表格所載地址以郵遞或專人派遞方式送交成功競投人。成功競投人須在政府發出通知後七日內簽署發牌協議及夾附的圖則(下稱「發牌協議及夾附的圖則」)，或成功競投人如屬法團，以法團印章並根據成功競投人成立為法團所在地方的法律或另按適用的法律(須令政府產業署滿意)妥為簽立發牌協議及夾附的圖則，並向政府繳付根據發牌協議及夾附的圖則應付的保證金餘數及首月牌照費。如獲選的報價書由代理人代主事人遞交，主事人須親身簽署或簽立發牌協議及夾附的圖則。如獲選的報價書由合夥公司遞交，或由他人代合夥公司遞交，則發牌協議及夾附的圖則須由每名合夥人簽署或簽立。如成功競投人未有在上述限期內簽署或簽立發牌協議及夾附的圖則，或未有在上述限期內向政府繳付保證金餘數及首月牌照費，則政府可

辦理或取消報價書。取消報價書後，隨相關獲選報價書付上作為繳付部分保證金的款項，將會全數充公，作為協定賠償金而不是作為罰款，但此舉不影響政府就違約而提起損害賠償訴訟的權利。同時，政府有權把上述牌照批予他人，或邀請報價，或在其認為適當的時候，以其認為適當的方式處置該處所。

12. 在成功競投人妥為簽署或簽立發牌協議及夾附的圖則，並繳付前述規定的保證金餘數和首月牌照費後，牌照所訂權利將於簽署或簽立發牌協議及夾附的圖則當日起計三個曆月內授予成功競投人。政府產業署總產業經理會發信通知成功競投人授予牌照所訂權利的日期及牌照生效日期。

13. 所有報價書由截止報價日期起至二零二四年八月一日持續有效。在上述有效期屆滿前，報價書對競投人具有約束力，並可能隨時獲政府接納。政府會考慮並評審所有符合本報價公告內全部條款及規定的報價書。

14. (a) 報價書批出前，競投人、其董事、僱員及代理人不得向政府產業署以外的任何人傳達建議牌照費的款額、與任何其他人士訂立安排調整建議牌照費的款額、與任何其他人士就他本人或該其他人士應否報價訂立任何安排，或在報價過程中以任何方式與任何其他人士串通。如競投人違反或未有遵守本段規定，或違反其在報價表格第 7 段作出的保證，在不影響競投人因該項違反或未有遵守規定而負上法律責任的原則下，政府產業署可把其報價書作廢而不支付任何補償。此外，競投人亦須承擔因報價書作廢所引致或附帶引起的一切開支，包括但不限於政府產業署是次報價工作及日後進行任何報價工作的費用和開支。

(b) 本報價公告第 14(a)段不適用於競投人為索取保險報價以計算建議牌照費而向其承保人或保險經紀發出受嚴格保密的通訊，以及為獲得其顧問或分判商協助擬備報價書而向他們發出受嚴格保密的通訊。

15. 競投人、其董事、僱員及代理人不得向政府產業署任何僱員提供任何利益(如《防止賄賂條例》(第 201 章)所界定), 作為該僱員在報價工作中給予協助或運用影響力, 或曾經給予協助或運用影響力的誘因或報酬, 或由於該僱員在報價工作中給予協助或運用影響力, 或曾經給予協助或運用影響力而向他提供任何利益(如《防止賄賂條例》(第 201 章)所界定)。如競投人在關乎報價工作的事宜上觸犯該條例所訂的任何罪行, 政府產業署可把其報價書作廢而不支付任何補償。此外, 競投人亦須承擔因報價書作廢所引致或附帶引起的一切開支, 包括但不限於政府產業署是次報價工作及日後進行任何報價工作的費用和開支。

16. 競投人須留意本報價公告附表所訂明的附加條款及條件(如有)。

17. 成功競投人須按該處所在授予該處所牌照所訂權利當日的情況及狀況接收該處所。所有競投人請於遞交報價書之前, 自費視察及勘測該處所, 以確定該處所的實際狀況、情況或安全程度。競投人如欲實地視察該處所, 須在二零二四年三月二十日或之前與本報價公告第 20 段所提述的人員聯絡, 以作安排。

18. 報價結果將於二零二四年八月一日或之前公布。競投人如在該日仍未收到政府通知, 說明其報價書已獲接納, 則可視其報價已經落選。

19. (a) 競投人除須提供其姓名 / 名稱及地址外, 亦須提供其電話號碼、傳真號碼及商業登記號碼; 競投人如屬獨資經營人 / 合夥人, 亦須提供個別獨資經營人 / 合夥人的身分證明文件號碼; 競投人如屬法團, 則亦須提供其公司編號。如競投人未能提供上述資料, 政府可能無法考慮其報價書;

(b) 政府產業署收集上述資料, 旨在供政府用於考慮本報價書, 並可供政府產業署作該用途, 或轉交其他政府部門作該用途。此外, 上述資料亦可在任何時間供政府用於考慮其他報價書, 並可供政府產業署作該用途, 或轉交其他政府部門作該用途; 以及

- (c) 根據《個人資料(私隱)條例》(第 486 章)，個人有權要求查閱及改正其在報價表格內填報的個人資料。請按本報價公告第 20 段所載的地址，向政府產業署的個人資料(私隱)主任提出該等要求。

20. 如對是次報價有任何查詢，請聯絡：

香港九龍油麻地海庭道 11 號

西九龍政府合署南座 9 樓

政府產業署

(經辦人：黃淑敏女士

電話號碼：3842 6777 及傳真號碼：2877 8993)

21. 政府特此聲明：政府人員對有意競投人的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只作指引及參考之用。任何陳述不得視作構成本報價公告的一部分。該等陳述或行動亦不得據以或視作闡述、更改、否定、豁免或在其他方面修改本報價公告或發牌協議大綱所臚列的任何條款或條件。

22. (a) 即使本報價公告有任何相反條文，政府保留權利，在本報價公告第 5(a)段所述的截止報價時間後至報價書獲接納前，可隨時基於為公眾利益而不接納任何已提交的報價書或批出報價書，或基於截止報價時間後相關規定或情況因運作或任何原因有變，取消本報價公告的報價工作。政府就取消本報價公告報價工作所作的決定屬最終決定及不可推翻，並對競投人具有約束力。競投人無權因是次報價工作取消所引致或附帶引起的情況，向政府申索任何形式的補償。

(b) 政府有權在本報價公告的報價工作取消後就該處所重新安排報價工作。

23. (a) 本報價公告須受中華人民共和國香港特別行政區(下稱「香港」)的法律規管，並按照香港法律詮釋及執行。競投人和政府須同意就本報價公告所引致的任何事宜，接受香港法院的司法管轄權管轄。

- (b) 報價書如獲接納，在妥為簽署或簽立發牌協議及夾附的圖則之前，報價書連同接納書構成成功競投人與政府之間具有約束力的協議。上述具有約束力的協議須受香港法律規管，並按照香港法律詮釋。成功競投人和政府須同意就上述具有約束力的協議所引致的任何事宜，接受香港法院的司法管轄權管轄。

24. 即使報價公告有任何相反條文，政府保留權利，基於下述情況取消競投人的資格：競投人或其主事人(如有)已經或正在、或有理由相信已經或正在作出任何行為或活動，有可能引致或構成危害國家安全的罪行或其他罪行；或為國家安全起見或為保障香港的公眾利益、社會道德、公共秩序或公眾安全，有需要取消競投人的資格。為免生疑問，本段「作出」一詞或其變體詞包括但不限於協助、教唆、慫使或促致。政府就取消競投人資格所作的決定屬最終決定及不可推翻，並對競投人具有約束力。

25. 此為本報價公告及報價表格的中文譯本。如對本報價公告及報價表格的詮釋有任何疑問或爭議，當以英文本所表達的政府原意為準。

附表

1. 競投人請注意發牌協議大綱附表 4 的下列特別條件：

- (a) 發牌協議大綱附表 4 特別條件第 8 條載有條款及條件，規管成功競投人的保證金存放於政府及在發牌協議大綱所批牌照期滿或提早終止時退還上述保證金的事宜。具體而言，根據特別條件第 8(a)條，成功競投人繳付的保證金會存放於政府，以保證發牌協議大綱訂明的應繳牌照月費、電費、差餉、稅項、評稅、費用、關稅及任何其他支出獲如期繳付，並保證政府已經或將會就任何處所向成功競投人批給任何其他牌照或任何租契或租約的任何其他協議(下稱「其他協議」)訂明的應繳牌照費、租金、差餉、電費、管理費、稅項、評稅、關稅、費用及其他支出(統稱「款項」)獲如期繳付，以及保證成功競投人就發牌協議大綱及其他協議保留和載有的各項協議、契諾、條文、條件、條款及規定，全部及個別妥為履行和遵守。根據特別條件第 8(b)條，在發牌協議大綱所批牌照期滿或提早終止時，如有欠繳發牌協議大綱所載的任何牌照月費、電費、差餉、稅項、評稅、費用、關稅或其他支出或發牌協議大綱第 4(a)條訂明的任何應繳利息，以及欠繳其他協議訂明的任何應繳款項或其任何應繳利息，政府可把保證金用作繳付該等欠款，或如有任何違反發牌協議大綱或其他協議所載協議、契諾、條文、條件、條款或規定的情況，政府可把保證金用作補救違反的情況(在可能範圍內)而無須事先向成功競投人採取行動或法律程序，但此舉並不影響政府可能就有關違反事項向成功競投人提出任何其他申索或補償，政府亦只須向成功競投人支付上述保證金的餘額(如有)。
- (b) 根據發牌協議大綱附表 4 特別條件第 31 條，粉紅色綴黑斜線範圍(如發牌協議大綱附表 1 所界定)如供停泊由殘疾駕駛者所駕駛的私家車(如《道路交通條例》(第 374 章)、任何據以訂立的規例和任何予以修訂的法例所界定)，成功競投人擬就此徵收的每小時及每月泊車費(視屬何情況而定)須為其就

粉紅色範圍內(如發牌協議大綱附表 1 所界定)其他泊車位所徵收每小時及每月泊車費(視屬何情況而定)的百分之五十(50%)。為免生疑問,粉紅色綴黑斜線範圍如供停泊接載行動不便乘客並由持有司機接載行動不便的殘疾人士泊車證明書的駕駛者所駕駛的私家車,成功競投人擬徵收的泊車費不得有所寬減,有關的每小時及每月泊車費(視屬何情況而定)須為成功競投人就粉紅色範圍內其他泊車位徵收的每小時及每月泊車費(視屬何情況而定)。

- (c) 根據發牌協議大綱附表 4 特別條件第 35 條,成功競投人在該處所內開始經營收費公眾停車場業務(「該業務」)前,必須就該等泊車位(如發牌協議大綱附表 1 所提述,統稱「該等泊車位」)擬徵收的每小時及每月泊車費取得政府書面批准。在事先取得政府書面批准下,成功競投人可參照工業貿易大樓(「該大樓」)附近同類停車場當前的泊車費,不時調整上述泊車費。成功競投人不得徵收任何並非按政府核准收費率釐定的泊車費。
- (d) 根據發牌協議大綱附表 4 特別條件第 36 條,成功競投人須在整段發牌協議大綱所批牌照期的營運時間內(如發牌協議大綱附表 2 所指明),使用政府在該大樓的停車場入口安裝的進出管制系統,以供車輛進出該大樓。除使用自動付款系統(如發牌協議大綱附表 4 特別條件第 38 條所界定)收取泊車費外,成功競投人不得使用繳費處(如發牌協議大綱附表 1 所提述)以外的任何範圍收取泊車費及鎖押費。
- (e) 根據發牌協議大綱附表 4 特別條件第 37(a)條,成功競投人須在營運時間內隨時准許和利便政府、其人員及所有獲政府授權的人(不論有否攜帶器具及器材)進入並留在該處所,以便在該處所內完全由政府酌情決定的一處或多處地方,安裝、操作、檢查、維修、保養或移除為電動車輛及插電式混合動力車輛而設的任何充電設施(「充電設施」),以及進行任何其他與提供充電設施有關的工程。政府有權就充電設施向第三方批給通行證或牌照,以營運或經營業務來獲取盈利。充電設施(如安裝)屬政府財產。

- (f) 根據發牌協議大綱附表 4 特別條件第 37(d)條，政府有絕對權利，按照完全由其酌情訂定的條款，准許任何人操作或使用收費充電設施。成功競投人不得就此提出反對，亦無權因該准許或其他情況，或由於與該准許或其他情況有關，就操作或使用充電設施所造成或引致或附帶引起的情況而對其造成或令其蒙受的任何損失、損害、滋擾或干擾，申索任何補償。
- (g) 根據發牌協議大綱附表 4 特別條件第 38 條，成功競投人須自費安裝、操作、保養、維修及翻新自動付款系統，並在各方面令政府滿意，讓駕駛者可選擇以此付款系統作為現金以外的付款方式，繳付該等泊車位的泊車費。自動付款系統須安裝於事先獲得政府書面批准的位置(須在各方面令政府滿意)，並須在發牌協議生效日期起計三(3)個曆月內完成有關安裝工作。為免生疑問，政府並無義務就安裝智能卡電子付款系統提供任何電力及數據線接駁或安裝。
- (h) 根據發牌協議大綱附表 4 特別條件第 39(a)條，在該業務的開始經營日期或運輸署署長(下稱「署長」)決定和指明的較遲日期(署長就此所作的決定屬最終決定及不可推翻，並對成功競投人具有約束力)起計十四(14)日內，以及此後在整段發牌協議大綱所批牌照期內，成功競投人須根據特別條件第 39(b)條自費向署長及公共資料入門網站「資料一線通」data.gov.hk 呈交與該等泊車位及其營運有關及相關的資料，包括但不限於該等泊車位可用數目的資料及該等泊車位全滿的資料(下稱「泊位資訊」)，並在各方面令署長滿意。

2. 成功競投人亦請注意，如對發牌協議大綱附表 4 特別條件第 39 條所界定泊位資訊的規定有任何查詢，可致電 3842 6254 或電郵至 PARKING-INFORMATION@td.gov.hk 與運輸署高級工程師 / 智慧出行 4 聯絡。

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FORM OF QUOTATION

**QUOTATION FOR A LICENCE OF A FEE-PAYING PUBLIC CAR PARK
ON PORTIONS OF THE GROUND FLOOR AND
THE BASEMENT OF TRADE AND INDUSTRY TOWER,
NO. 3 CONCORDE ROAD, KAI TAK, KOWLOON, HONG KONG
(Quotation Reference No. : GPA K22299)**

Quotation for a licence of the Government properties being portions of the Ground Floor and the Basement of Trade and Industry Tower, No. 3 Concorde Road, Kai Tak, Kowloon, Hong Kong (hereinafter referred to as “the Premises”) which are more particularly described in Clause 1 of the form of Licence Agreement annexed to the Quotation Notice in respect of the Premises (hereinafter referred to as “the Form of Licence Agreement”) as shown for identification purpose only coloured pink, pink hatched black and pink stippled black on the plans (Drawings Nos. GPA K22299A and GPA K22299B) annexed to the Form of Licence Agreement on such terms and conditions as set out in the said Quotation Notice and the Form of Licence Agreement and at the fixed monthly licence fee specified below.

To : The Chairman,
Quotation Opening Committee,
Government Property Agency,
9/F, South Tower,
West Kowloon Government Offices,
No. 11 Hoi Ting Road,
Yau Ma Tei, Kowloon, Hong Kong

I/We, _____
(name of bidder)

of _____
(address of bidder)

having read the said Quotation Notice and the Form of Licence Agreement and examined the plans (Drawings Nos. GPA K22299A and GPA K22299B) annexed to the Form of Licence Agreement, hereby offer to take the above licence from the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) at a **FIXED** monthly licence fee of Hong Kong Dollars _____ only (HK\$ _____) (exclusive of rates, electricity charges, charges and any other outgoings whatsoever) for a term of three years commencing on such date to be specified by the Chief Property Manager, Government Property Agency and on such terms and conditions as set out in the said Quotation Notice and the Form of Licence Agreement.

2. If this quotation is accepted, then until the Licence Agreement and the plans annexed thereto are duly signed or executed, this quotation together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government. I/We agree that the said binding agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong"), and I/we agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the said binding agreement.

3. A CASHIER'S ORDER for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's licence fee offered as mentioned in Paragraph 7 of the said Quotation Notice, issued by a bank (being a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is forwarded herewith as part payment of the security deposit if my/our quotation is accepted. / A CHEQUE for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's licence fee offered as mentioned in Paragraph 7 of the said Quotation Notice, **certified good for payment** up to the 1st day of August 2024 by the bank on which it is drawn (being a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is forwarded herewith as part payment of the security deposit if my/our quotation is accepted.

4. I/We understand that the Government reserves the right to negotiate with any bidder about the terms and conditions of the offer pursuant to Paragraph 2 of the said Quotation Notice and the use of the Premises is restricted to the purposes as set out in the First Schedule to the Form of Licence Agreement.

5. (a) **I/We understand that the Government reserves the right to disclose the identity of the successful bidder and its holding company (if any) and to announce the quotation results in accordance with Paragraph 9(d) of the said Quotation Notice.**

(b) **I/We consent that the Government and its officers may use the data collected pursuant to Paragraph 19(a) of the said Quotation Notice together with any information of my/our performance or breach of any terms and conditions of the licence or tenancy of any Government sites or premises, whether past, current or future, for consideration of this quotation by the Government, and the Government Property Agency may use the data and information for such purpose and may transfer the data and information to other Government departments to be used for such purpose; and that the data and information may also be used for consideration of other quotations by the Government at any time, and that the data and information may be used by the Government Property Agency for such purpose and may be**

transferred to other Government departments to be used for such purpose.

- (c) **I/We also confirm that for the avoidance of doubt and for the purposes of the Personal Data (Privacy) Ordinance (Cap. 486) or otherwise, the provisions in Paragraph 19 of the said Quotation Notice and the provisions in Paragraph 5 of this Form of Quotation including the consent stated therein shall remain in full force and effect notwithstanding that this quotation is not accepted by the Government. Where the bidder is accepted by the Government, the said provisions and consent shall survive the execution of the Licence Agreement and the licence, and shall remain in full force and effect notwithstanding the expiry or termination of the licence.**

6. I/We agree to keep my/our offer open for acceptance by the Government until the 1st day of August 2024 and to be bound by the terms and conditions of the said Quotation Notice.

7. (a) I/We warrant that up to the date hereof, other than the Excepted Communications referred to in Paragraph 7(c) hereof, I/we and my/our directors, employees and agents had not:

- (i) communicated to any person the amount of the licence fee offered;
- (ii) adjusted the amount of the licence fee offered by arrangement with any person;
- (iii) made any arrangement with any person about whether or not I/we or that other person should or should not offer; or
- (iv) otherwise colluded with any person in any manner whatsoever.

(b) I/We warrant that at any time hereinafter until the quotation is awarded, other than the Excepted Communications, I/we and my/our directors, employees and agents will not:

- (i) communicate to any person other than the Government Property Agency the amount of licence fee offered;
- (ii) adjust the amount of licence fee offered by arrangement with any person;
- (iii) make any arrangement with any person about whether or not I/we or that other person should or should not offer ; or
- (iv) otherwise collude with any person in any manner whatsoever.

(c) The expression "Excepted Communications" means my/our directors', employees' and agents' communications in strict confidence with:

- (i) my/our own insurers or brokers to obtain an insurance quotation for computation of the licence fee offered; and
- (ii) my/our consultants or sub-contractors to solicit their assistance in preparation of quotation submission.

Dated the _____ day of _____ 2024.

In case of sole proprietorship or partnerships, the sole proprietor or all partners must sign:

Name(s) of sole proprietor/partners	Signature

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address:

In case of corporate body:

SEAL of bidder and signature(s) of authorized officer(s)/Execution by the bidder in accordance with Sections 127(3) and 127(5) of the Companies Ordinance (Cap. 622):

Name (in block letters) of authorized officer(s) and their respective positions:

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address:

Information of bidder

(If the bidder is a person trading as a firm or business in sole proprietorship or are persons trading as a firm or business in partnership, Part A should be completed. If the bidder is a corporate body, Part B should be completed. If the bidder acts as an agent, Part C should be completed in addition to Part A or Part B, as the case may be.)

Part A (Please read the note below before completing this Part)

*In the case of a sole proprietorship, this quotation must be made in the name of the sole proprietor. In the case of a partnership, the quotation must be made in the names of all the partners. A copy of the **valid** Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of an unincorporated firm or business should be enclosed with this Form of Quotation.*

Sole proprietor/all partners:

1.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

2.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

3.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

4.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

trading in the Hong Kong Special Administrative Region of the People's Republic of China under the name of:

Name of firm / business: _____

Address of firm / business: _____

Business Registration Number: _____

Part B (Please read the note below before completing this Part.)

*A copy each of the **valid** Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of quotation submission), the latest Annual Return (if any), Notice of Change of Company Secretary and Director (if any) and Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of its current shareholders and directors of the company should be enclosed with this Form of Quotation. The original copies of the above documents must be produced for inspection on demand. Please also refer to Paragraphs 9 and 10 of the said Quotation Notice.*

Company Number: _____

Registered Office of bidder:

Business Registration Number: _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Email Address: _____

Name of holding company (if applicable): _____

Address of holding company (in block letters): _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Email Address: _____

Part C (Please read the note below before completing this Part.)

A copy of the relevant agency agreement or written confirmation from the bidder's principal to represent it as its agent for the submission of the quotation to the Government and matters incidental thereto should be enclosed with this Form of Quotation. The original copy of the above document must be produced for inspection on demand. Please also refer to Paragraph 9(b) of the said Quotation Notice.

Name of principal: _____

Address of principal (in block letters): _____

Name of contact person (in block letters): _____

Email Address: _____

Provision of Personal Data

The personal data collected by means of this Form of Quotation will be used and may be disclosed to other Government departments as set out in Paragraph 19 of the said Quotation Notice and Paragraph 5 of this Form of Quotation. Individuals who wish to access to or correct his personal data in this Form of Quotation pursuant to the Personal Data (Privacy) Ordinance (Cap. 486) are requested to contact the Personal Data (Privacy) Officer of the Government Property Agency at the address referred to in Paragraph 20 of the said Quotation Notice.

報價表格

報價承投香港九龍啟德協調道 3 號
工業貿易大樓地下及地庫部分地方的
收費公眾停車場牌照

(報價編號：GPA K22299)

現按照前述的報價公告及其夾附發牌協議大綱(下稱「發牌協議大綱」)所臚列的條款及條件，並以下文指明的固定牌照月費，就香港九龍啟德協調道 3 號工業貿易大樓地下及地庫部分地方的政府物業(下稱「該處所」)牌照遞交報價書。該處所的位置於發牌協議大綱第 1 條具體說明，並在夾附的圖則(圖則編號：GPA K22299A 及 GPA K22299B)內以粉紅色、粉紅色綴黑斜線及粉紅色綴黑點標示，以資識別。

致：香港九龍油麻地
海庭道 11 號
西九龍政府合署南座 9 樓
政府產業署
拆閱報價書委員會主席

本人 / 我們

(競投人姓名或名稱)

地址為

(競投人地址)

經細讀前述的報價公告及發牌協議大綱，並審閱發牌協議大綱夾附的圖則(圖則編號：GPA K22299A 及 GPA K22299B)，現建議按照該報價公告及發牌協議大綱所臚列的條款及條件，以固定牌照月費港幣 _____元正(HK\$ _____)(不包括差餉、電費、

費用及任何其他支出)，向中華人民共和國香港特別行政區政府(下稱「政府」)承投上述牌照。牌照期為三年，由政府產業署總產業經理指定的日期起生效。

2. 本報價書如獲接納，在妥為簽署或簽立發牌協議及夾附的圖則之前，本報價書連同接納書構成本人 / 我們與政府之間具有約束力的協議。本人 / 我們同意，上述具有約束力的協議須受中華人民共和國香港特別行政區(下稱「香港」)的法律規管，並按照香港法律詮釋及執行。本人 / 我們同意就上述具有約束力的協議所引致的任何事宜，接受香港法院的司法管轄權管轄。

3. 現按前述報價公告第 7 段所述，附上港幣 _____ 元正 (HK\$ _____)(相等於一個月建議牌照費)的銀行本票，支付予「香港特別行政區政府」，付款銀行為根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行。本人 / 我們的報價書如獲接納，該筆款項將用以繳付部分保證金。 / 現按前述報價公告第 7 段所述，附上港幣 _____ 元正 (HK\$ _____)(相等於一個月建議牌照費)的支票，支付予「香港特別行政區政府」，經付款銀行(根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行)核證為有效，保證直到二零二四年八月一日可獲兌現。本人 / 我們的報價書如獲接納，該筆款項將用以繳付部分保證金。

4. 本人 / 我們明白，政府保留權利，可按前述報價公告第 2 段所述，與任何競投人商議批出牌照的條款及條件，以及該處所只限作發牌協議大綱附表 1 所註明的用途。

5. (a) 本人 / 我們明白，政府保留權利，可按前述報價公告第 9(d) 段所述，披露成功競投人及其控權公司(如有)的身分，並公布報價結果。

(b) 本人 / 我們同意，政府及其人員可使用依據前述報價公告第 19(a) 段所收集的資料，以及有關本人 / 我們過往、現在或將來履行或違反任何政府土地或處所牌照或租約條款及條件的資料，供政府用於考慮本報價書；政府產業署可使用該等資料作該用途，並可轉交其他政府部門作該用途；本人 /

我們亦同意，該等資料可在任何時間供政府用於考慮其他報價書，並可供政府產業署作該用途，或轉交其他政府部門作該用途。

- (c) 本人 / 我們亦確認，為免生疑問及就《個人資料(私隱)條例》(第 486 章)或其他方面而言，前述報價公告第 19 段及本報價表格第 5 段所載規定，包括當中所聲明的同意，即使本報價書不獲政府接納，仍繼續具有十足效力及作用。如競投人獲政府接納，上述規定及同意在發牌協議簽立後及在牌照期過後仍然有效，並且儘管有關牌照期滿或終止，仍繼續具有十足效力及作用。

6. 本人 / 我們同意，直到二零二四年八月一日為止，政府可隨時接納本人 / 我們的報價書；本人 / 我們並須受前述報價公告的條款及條件約束。

7. (a) 本人 / 我們保證，截至本日，除下文第 7(c)段所指的豁免通訊外，本人 / 我們和本人 / 我們的董事、僱員及代理人並沒有：

(i) 向任何人傳達建議牌照費的款額；

(ii) 與任何人訂立安排調整建議牌照費的款額；

(iii) 與任何人就本人 / 我們或該其他人應否報價訂立任何安排；或

(iv) 在其他方面以任何方式與任何人串通。

(b) 本人 / 我們保證，由本日至報價書批出期間的任何時間，除豁免通訊外，本人 / 我們和本人 / 我們的董事、僱員及代理人不會：

- (i) 向政府產業署以外的任何人傳達建議牌照費的款額；
 - (ii) 與任何人訂立安排調整建議牌照費的款額；
 - (iii) 與任何人就本人 / 我們或該其他人應否報價訂立任何安排；或
 - (iv) 在其他方面以任何方式與任何人串通。
- (c) 「豁免通訊」一詞指本人 / 我們的董事、僱員及代理人：
- (i) 為索取保險報價以計算建議牌照費而向本人 / 我們的承保人或保險經紀發出受嚴格保密的通訊；以及
 - (ii) 為獲得本人 / 我們的顧問或分判商協助擬備報價書而向他們發出受嚴格保密的通訊。

日期：二零二四年 ____月 ____日

競投人如屬獨資經營或合夥，獨資經營人或全體合夥人必須於下表簽署：

獨資經營人 / 合夥人姓名	簽署

見證人簽署：

見證人姓名(請用正楷填寫)：

職業：

地址：

競投人如屬法團：

競投人印章及(各)獲授權人簽署 / 競投人按照《公司條例》(第 622 章)第 127(3) 及 127(5) 條的規定簽立：

(各)獲授權人姓名(請用正楷填寫)及其職位：

見證人簽署：

見證人姓名(請用正楷填寫)：

職業：

地址：

競投人資料

(競投人如屬獨資或合夥經營商號或業務人士，須填寫 A 部。競投人如屬法團，則須填寫 B 部。競投人如以代理人身分行事，除須填寫 A 部或 B 部(視屬何情況而定)外，亦須填寫 C 部。)

A 部 (填寫本部前，請先閱讀以下附註。)

競投人如屬獨資經營，本報價書必須以獨資經營人的名義填寫；如屬合夥，則須以全體合夥人的名義填寫。並非法團的商號或業務，須隨本報價表格付上有效商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視屬何情況而定)姓名的商業登記冊內資料摘錄核證本。

獨資經營人 / 全體合夥人：

1.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

2.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

3.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

4.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

在中華人民共和國香港特別行政區以下列名稱經營業務：

商號 / 業務名稱：

商號 / 業務地址：

商業登記號碼：

B 部 (填寫本部前，請先閱讀以下附註。)

競投人須隨本報價表格附上以下文件副本各一份：有效商業登記證、公司註冊證明書、組織章程細則、法團成立表格(如在遞交報價書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、更改公司秘書及董事通知書(如有)，以及更改公司秘書及董事詳情通知書(如有)。競投人必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 9 及 10 段。

公司編號：

競投人註冊辦事處：

商業登記號碼：

聯絡人姓名(請用正楷填寫)：

電話號碼：

傳真號碼：

電郵地址：

控權公司名稱(如適用)：

控權公司地址(請用正楷填寫)：

聯絡人姓名(請用正楷填寫)：

電話號碼：

傳真號碼：

電郵地址：

C 部 (填寫本部前，請先閱讀以下附註。)

競投人須隨本報價表格附上相關代理協議副本或由競投人的主事人發出的確認書副本，以證明競投人以代理人身分代表該主事人向政府遞交報價書，以及處理附帶事宜。競投人必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 9(b) 段。

主事人姓名 / 名稱：

主事人地址(請用正楷填寫)：

聯絡人姓名(請用正楷填寫)：

電郵地址：

提供個人資料

藉本報價表格收集的個人資料，會按前述報價公告第 19 段及本報價表格第 5 段所述般使用，並可能向其他政府部門披露。如欲根據《個人資料(私隱)條例》(第 486 章)查閱或改正本報價表格內所填報的個人資料，請按前述報價公告第 20 段所載的地址，與政府產業署的個人資料(私隱)主任聯絡。

THIS LICENCE AGREEMENT made this day of Two
 Thousand and Between the Chief Executive on behalf of the
 Government of the Hong Kong Special Administrative Region of the People's Republic
 of China care of the Government Property Agency, 9th Floor, South Tower, West
 Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong
 Kong (hereinafter referred to as "the Licensor") of the one part
 and whose registered office is situate
 at
 (hereinafter referred to as "the Licensee") of the other part WHEREBY IT IS AGREED
 AS FOLLOWS:

1. THE LICENSOR HEREBY GRANTS UNTO THE LICENSEE THE
 RIGHT AND LIBERTY TO USE ALL THOSE PREMISES more particularly
 described in the First Schedule hereto (hereinafter referred to as "the Premises") of
 Trade and Industry Tower, No. 3 Concorde Road, Kai Tak, Kowloon, Hong Kong
 (hereinafter referred to as "the Building") TOGETHER WITH the right to use the
 existing drop bars and mechanical or electrical devices located at the vehicular entrance
 way to the Parking Bays (as referred to in the First Schedule hereto) and the vehicular
 exit way from the Parking Bays shown on the plan (Drawing No. K22299A) annexed
 hereto (hereinafter collectively referred to as "the Car Park Structures") AND
 TOGETHER WITH the right in common with the Licensor, its officers and all persons
 authorized by it and other tenants and occupiers of the Building to use (if any) all such
 entrance ways, driveways, stairways, lifts, escalators, passageways, landings and
 lobbies in the Building as may be permitted by the Licensor for the purpose of access
 to and egress from the Premises so far as may be necessary for the proper use and
 enjoyment of the Premises during the Hours of Operation specified in the Second
 Schedule hereto (hereinafter referred to as "the Hours of Operation") only (such
 entrance ways, driveways, stairways, lifts, escalators, passageways, landings and
 lobbies are hereinafter collectively referred to as "the Access Ways") subject to the
 rights of the Licensor from time to time to restrict such use EXCEPTING AND
 RESERVING unto the Licensor, its officers and all persons authorized by it the right in
 common with the Licensee and all persons authorized by him to use all the Access Ways
 during the Hours of Operation for all purposes and the right to occupy and use the
 Premises or any part thereof and to use and operate the Car Park Structures or any
 replacement thereof and to use and operate control gates and mechanical or electrical
 devices or any replacement thereof installed or erected by the Licensee at his own
 expense in accordance with Special Condition No. 6 of the Fourth Schedule hereto at
 all times at the monthly licence fee specified in the Third Schedule hereto for the term
 and for the purposes specified in the First Schedule hereto and on such terms and
 conditions as are hereinafter contained.

2. THE LICENSEE HEREBY AGREES WITH THE LICENSOR as follows:

- (a) To pay the monthly licence fee on the days and in the manner as specified in the Third Schedule hereto.
- (b) To accept the Premises and the Car Park Structures in such state and condition as existing on the date of commencement of the licence hereby granted.
- (c) Not to use or cause, permit or suffer the use of the Premises or any part thereof for any purpose other than for the purposes as specified in the First Schedule hereto (the operation of which is hereinafter referred to as “the Business”).
- (d) To commence and operate the Business on the Premises in accordance with the provisions of this Agreement during the Hours of Operation.
- (e) Not to make any alteration or addition (whether structural or otherwise) to the Premises or to the electrical and communication wiring and other installations or to the Licensor’s other fixtures and fittings nor to install any plant, equipment, apparatus or machinery within the Premises (other than the equipment used exclusively for the operation of the Business) without the prior written consent of the Licensor and the Director of Architectural Services (hereinafter referred to as “the Director”) therefor.
- (f)
 - (i) To make such arrangements at his own cost for the supply of electricity additional to the supply under the existing capacity to the Premises as the Licensee shall require and to pay all charges in connection therewith including the cost of installing, maintaining, repairing and replacement thereof and, on termination of this Agreement, the cost of dismantling all pipes, conduits, wires, cables, meters, switches and any other apparatus ancillary thereto PROVIDED THAT the Licensee shall have no claim whatsoever against the Licensor in the event of his failure to obtain such supply for any reason whatsoever.
 - (ii) To pay and discharge all the charges in respect of the electricity supplied to the Premises and the additional supply of electricity as referred to in sub-clause (i) of this Clause 2(f) and in the event that no separate meter is installed therefor, such charges shall be apportioned and determined by the Licensor in its absolute discretion (whose apportionment and determination shall be final, conclusive and binding on the Licensee).
 - (iii) To make his own arrangement for the installation of

telephone(s) within the Premises and pay all charges in connection therewith, but any installation of telephone lines outside the Premises must be subject to the prior written approval of the Licensor PROVIDED THAT the Licensee shall have no claim whatsoever against the Licensor in the event of the Licensee's failure to obtain installation of the telephones for any reason whatsoever.

- (g) To pay and discharge all existing and future rates, taxes, assessments, duties, charges and any other outgoings whatsoever (Government rent excepted) which are now or during the term of this licence hereby granted shall be imposed, assessed or charged upon the Premises or any part thereof or upon the Licensee in respect thereof.
- (h) To provide the Licensee's employees with uniforms and identity cards designs of which shall first be approved by the Licensor in writing and to ensure that such employees shall wear such uniforms and carry such identity cards while engaged on duties on the Premises during the Hours of Operation.
- (i) Not to erect, display or exhibit or permit to be erected, displayed or exhibited in or upon the exterior or interior of the Premises or of the Building or any part thereof any advertising sign, notice, placard, poster, signboard or other device whatsoever except a sign or signs showing the trade name, rules and regulations relating to the Business the contents, design, materials, size and position of which shall first be approved in writing by the Licensor.
- (j)
 - (i) Not to cause or suffer any damage to be done to the Premises, the Car Park Structures and all the fixtures, fittings, installations, mechanical and electrical equipment, structures, foundation, paving or other surfacing in the Premises, and any replacement thereof and additions thereto and to maintain and keep the same at the expense of the Licensee in good repair and condition and to hand over the same to the Licensor (fair wear and tear excepted) on the expiration or sooner termination of this Agreement.
 - (ii) If so required by the Licensor, to carry out at the Licensee's own expense all necessary works for the repair of any damage to the Premises and the Building or any part thereof, the Car Park Structures and all fixtures, fittings, installations, mechanical and electrical equipment, structures, foundation, paving or other surfacing in the Premises, and any replacement thereof and additions thereto caused by the fault, negligent act or omission of the Licensee or his agents, contractors, workmen, employees, occupiers, visitors,

guests, invitees or licensees; or upon demand by the Licensor, pay to the Licensor all costs incurred for carrying out such works, the amount of such costs as certified by the Director or the Director of Electrical and Mechanical Services shall be final, conclusive and binding on the Licensee.

- (k) To keep and maintain the Premises at all times in a clean, neat and tidy state and condition in all respects to the satisfaction of the Licensor at the expense of the Licensee.
- (l) To take all necessary steps and precautions at the expense of the Licensee to protect the Premises from:
 - (i) damage by floods, white ants, termites, fire, storm, typhoon, landslip or the like; and
 - (ii) becoming infested by termites, rats, mice, cockroaches or any other pests or vermin.
- (m) To use and operate the Business on the Premises for the purposes as specified in the First Schedule hereto in all respects to the satisfaction of the Licensor.
- (n) To obtain at the Licensee's own expense any licence, approval or permit required by any Government departments or other competent authority in connection with the exercise of the rights herein granted prior to the commencement of the Business and to maintain the same in force at the Licensee's own expense during the licence hereby granted and to indemnify and keep indemnified the Licensor from and against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the non-observance of and non-compliance with this provision.
- (o) To pay on demand to the Licensor the costs incurred by the Licensor in cleaning and clearing any of the drains choked or blocked by improper or careless use thereof by the Licensee or his employees, workmen, contractors, agents, occupiers, visitors, guests invitees, or licensees.
- (p) Not to assign, mortgage, charge, demise, underlet, share or part with the possession of or otherwise dispose of the Premises or any part thereof or any structure or structures thereon or any rights hereby granted or any interest herein or enter into any agreement so to do, save that the Licensee may permit the parking of private cars by the public on the Premises on a fee paying basis in accordance with the provisions of this Agreement.

- (q) If so required by the Licensor on the termination of the licence hereby granted to demolish and remove at the Licensee's own expense all or any fixtures, fittings, installations, mechanical and electrical equipment, and structures then standing on or forming part of the Premises without any compensation therefor being paid by the Licensor to the Licensee and to reinstate and make good at the Licensee's own expense any damage to the Premises and the Building as a result of such demolition and removal. If the Licensee fails to carry out any such works, the Licensor may carry out the same and recover the costs so incurred from the Licensee. It being agreed and declared that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee.
- (r) Not to use water from any Government mains for any purpose without the prior written consent of the Licensor except for routine cleaning of the Premises.
- (s)
 - (i) To observe and comply with all laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong") in his use and occupation of the Premises.
 - (ii) Not to do anything, or cause, permit or suffer anything to be done, at any time in or upon the Premises or the Access Ways or any part thereof which may be against the laws or regulations of Hong Kong or which in the opinion of the Licensor may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause danger, damage or inconvenience to the Licensor or to the other tenants, owners or occupiers of the Building or any adjoining or neighbouring lot, lots or premises.
 - (iii) Not to use or cause, permit or suffer the use of the Premises or the Access Ways or any part thereof for gambling or for any illegal, improper or immoral purposes or for any purposes of whatsoever kind connected or associated in any way which affects the images of the Government of Hong Kong and the decision and determination of the Licensor as to what constitutes gambling, illegal, improper or immoral purposes and what affects the images of the Government of Hong Kong shall be final, conclusive

and binding on the Licensee.

- (t) (i) To permit the Licensor, its agents or servants and all persons authorized by the Licensor with or without workmen or others and with or without appliances at all reasonable times to enter upon the Premises to view the condition and state of repair thereof and upon prior notice to the Licensee to take inventories of the fixtures, fittings, furniture and equipment therein and to carry out any work or repair as may be required to be done to the Premises or the adjoining premises belonging to the Licensor, PROVIDED THAT in the event of an emergency the Licensor, its servants or agents and all persons authorized by the Licensor may enter the Premises without notice and forcibly, if necessary, without being liable to the Licensee for any damage or loss, and in the event of there being any defects or want of repair or maintenance or any other work required to be carried out by the Licensee under this Agreement then and there found, the Licensor may give notice in writing to the Licensee and the Licensee shall within one (1) calendar month of such notice (or such other period as may be specified in such notice) repair and make good the same in accordance with such notice and the Licensee's obligations in that behalf herein contained. In the event of the Licensee failing to comply with the said notice, the Licensor may carry out and complete the works required and the Licensee shall pay to the Licensor the costs of such works incurred by the Licensor, and such costs if unpaid on the due date as specified by the Licensor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Licensee to the Licensor, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee).
- (ii) To permit the Licensor, its employees, agents and all other authorized officers at all reasonable times with notice, or without notice in case of emergency, to enter upon the Premises or any part thereof for the purpose of inspecting the same and to ascertain that

there is no breach of or failure to observe any of the terms and conditions herein contained.

- (u) To indemnify and keep indemnified the Licensor, its officers, contractors, workmen and authorized persons from and against all actions, liabilities, suits, costs, expenses, claims, demands and losses (whether financial or otherwise) whatsoever or howsoever brought, incurred or taken in respect of any damage, injury, loss or costs (including but not limited to any legal expenses that may be incurred by the Licensor or that may be awarded against the Licensor or the Licensor agrees to pay) or anything that the Licensor may be obliged to do arising directly or indirectly out of any breach of the terms and conditions of this Agreement or out of or in connection with the use or occupation of the Premises by the Licensee including but not limited to:
 - (i) all liabilities arising out of the negligence of any person not a party to this Agreement;
 - (ii) all liabilities on the part of the Licensor under the Occupiers Liability Ordinance (Cap. 314); and
 - (iii) all liabilities arising out of any defects or failure of the Access Control System referred to in Special Condition No. 36 of the Fourth Schedule hereto.
- (v) Not to alter the existing layout of the Parking Bays in the Premises without the prior approval in writing of the Licensor.
- (w) To observe and comply with at all times such requirements, rules and regulations as the Licensor or its agents may from time to time impose for the management, security and control of the Premises and the Building and to ensure that the said requirements, rules and regulations are strictly observed and complied with by the Licensee's agents, contractors, workmen, employees, occupiers, visitors, guests, invitees and licensees. The Licensor, its officers, employees, contractors, workmen or agents shall not be responsible for or under any liability to the Licensee for the non-observance or violation of any of such requirements, rules or regulations by any other licensees, tenants or occupiers of the Building or by any other persons.
- (x) To perform and observe the obligations contained in this Agreement including the Special Conditions as set out in the Fourth Schedule hereto.
- (y) To be liable for any act, default, negligence or omission of the

Licensee's employees, workmen, contractors, agents, occupiers, visitors, guests, invitees or licensees as if it were the act, default, negligence or omission of the Licensee and to indemnify and keep indemnified the Licensor, its officers, contractors and workmen from and against all costs, claims, demands, expenses or liabilities to any third party in connection therewith.

- (z) If so required by the Licensor, to erect at the Licensee's own expense at the location or locations as may first be approved by the Licensor and in all respects to the satisfaction of the Licensor sufficient signage to indicate the ways to exit and lift lobbies and directions to all drivers, passengers, visitors and invitees. The Licensor, its officers or agents shall not be responsible for or under any liability to the Licensee for the use, non-observance or violation of such signage or directions by any occupiers of the Building or any persons.
- (aa) Without prejudice to Clause 2(s)(i) hereof, to observe and comply with all Ordinances, regulations, bye-laws, rules and requirements of any Government department or other competent authority relating to the use and occupation of the Premises, or to any other act, deed, matter or thing done, permitted, suffered or omitted to be done therein or thereon by the Licensee or any employee, agent, contractor, workman, occupier, invitee or licensee of the Licensee.
- (bb) To erect at the Licensee's own expense a signage in such size, materials, position and manner in all respects to the satisfaction of the Licensor at the entrance to the car park of the Building (hereinafter referred to as "the Carpark Entrance") and the Shroff Office showing the telephone number(s) of the Licensee for public enquiry at all times during the term of the licence hereby granted. The decision of the Licensor as to what constitutes the Carpark Entrance shall be final, conclusive and binding on the Licensee.

3. THE LICENSOR HEREBY AGREES WITH THE LICENSEE as follows:

- (a) To permit the Licensee on his duly paying the monthly licence fee, electricity charges and any other charges and observing and performing the obligations on his part herein contained to operate the Business on the Premises during the Hours of Operation without any interruption by the Licensor or anyone lawfully claiming under or through or in trust for the Licensor until such time as this Agreement is determined.
- (b) Subject to Clause 2(f) hereof, to pay and discharge all reasonable charges in respect of normal electricity supplied to the Premises, such charges shall be determined by the Licensor in its absolute discretion (whose determination shall be final, conclusive and

binding on the Licensee).

4. IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE LICENSOR AND THE LICENSEE as follows:

- (a) That in case the monthly licence fee, electricity charges or other charges hereby reserved or any part thereof shall be in arrears and unpaid for twenty-one (21) days next after the same shall have become due (whether formally demanded or not), or if there shall be any breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Licensee herein contained or if the Licensee shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary, or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods, then, and in any of the said cases, it shall be lawful for the Licensor at any time thereafter to terminate this Agreement and re-enter upon the Premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Licensor in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions and in the event of such re-entry the monthly licence fee, electricity charges or other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Licensee by the Licensor PROVIDED THAT without prejudice to the Licensor's rights herein contained in the event of the monthly licence fee, electricity charges or other charges hereby reserved or any part thereof not being paid on the due date or dates for payment thereof (whether formally demanded or not) the Licensee shall pay interest to the Licensor on such amount of the monthly licence fee, electricity charges or other charges hereby reserved as is unpaid on the due date or dates calculated from the day immediately following the due date or dates until payment of all monthly licence fee, electricity charges or other charges due and interest thereon have been paid by the Licensee to the Licensor, such interest to be at a rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited.
- (b) That the licence hereby granted is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Fourth Schedule hereto.
- (c) That if the Premises or any part thereof are rendered inaccessible or unfit for use for the purpose as specified in the First Schedule hereto by fire, storm, wind, water, typhoon, defective construction, termites, earthquake, act of God or any other calamity beyond the control of

the Licensor and not attributable to any failure of the Licensee to observe and carry out his obligations herein contained, the monthly licence fee or a part thereof proportionate to the extent to which the Premises shall have been so rendered inaccessible or unfit for use for the purpose as specified in the First Schedule hereto shall abate and cease to be payable as from the date of occurrence of such event or destruction or damage until the Premises or such part thereof shall have been again rendered accessible and fit for use for the purpose as specified in the First Schedule hereto but except as aforesaid no compensation shall be payable by the Licensor to the Licensee PROVIDED ALWAYS THAT the Licensor shall not be required to reinstate the Premises or any part thereof if by reason of their condition or any Ordinances or regulations or other circumstances beyond the control of the Licensor it is not in the Licensor's opinion practicable or reasonable so to do in which circumstances the licence hereby granted shall be determined without any compensation payable to the Licensee.

- (d)
 - (i) That the Licensor shall have the absolute right to add more parking bays in the Building to form part of the Premises licensed to the Licensee by serving upon the Licensee not less than seven (7) days' notice in writing to that effect and upon the expiry of such notice the Licensee shall take up such additional parking bays and all references to "the Premises" and "Parking Bays" in this Agreement shall be deemed to include such additional parking bays and the monthly licence fee hereby reserved shall be adjusted in accordance with Clause (2) of the Third Schedule hereto.
 - (ii) That the Licensor shall have the absolute right and power to suspend the use by the Licensee of any of the parking bays in the Premises for whatever reason and whatever period by serving on the Licensee not less than one (1) calendar month's notice in writing to that effect and the date of commencement of suspension will be notified in writing to the Licensee. Upon the expiry of such notice of suspension, the Licensee shall cease to have any right to use the parking bays so suspended until further notice from the Licensor that the use thereof may be resumed, and the monthly licence fee hereby reserved in respect of such period of suspension shall be reduced in accordance with Clause (2) of the Third Schedule hereto, but the monthly licence fee shall be reinstated to the original amount upon the expiry of the period of suspension.
- (e) That in the event of additional parking bays being taken up by the Licensee and the monthly licence fee being increased under Clause

4(d)(i) hereof, the deposit deposited with the Licensor in accordance with the provisions of this Agreement may be increased by the Licensor at its sole discretion upon the Licensor giving to the Licensee not less than one (1) calendar month's prior notice in writing to that effect. Such increase shall take effect commencing on the date, being the effective date, as stipulated in such notice and the Licensee shall pay to the Licensor on or before the said effective date a sum equivalent to the difference between the deposit previously deposited with the Licensor under this Agreement and the deposit as so increased whereupon the deposit as so increased shall be deemed to be substituted for the said deposit previously deposited with the Licensor under this Agreement PROVIDED THAT the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the licence shall not be terminated in accordance with the provisions of this Agreement.

- (f) That in the event of any increase of deposit pursuant to Clause 4(e) hereof or any part thereof not being paid on the due date for payment (whether formally demanded or not) the Licensee shall pay interest to the Licensor on such amount of the increase in deposit as is unpaid on the due date calculated from the day immediately following the due date until payment of such increase in deposit and the interest thereon have been paid by the Licensee to the Licensor, such interest to be at a rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited, but without prejudice to the Licensor's other rights herein contained.
- (g) That subject to Clause 2(e) hereof, any structures erected by the Licensee on the Premises with the consent of the Licensor shall in all respects comply with the Buildings Ordinance (Cap. 123), any regulations made thereunder and any amending legislation from time to time in force.
- (h) That subject to the prior written consent of the Licensor, the Licensee may during the continuance of this Agreement at his own expense remove any fixtures, fittings and equipment previously installed by the Licensee in the Premises and replace them with other fixtures, fittings and equipment.
- (i) (i) That the Licensor gives no warranty or representation whatsoever as to the state and condition of the Premises (including but not limited to any mechanical and electrical installations, appliances and equipment installed within the Premises) and the Car Park Structures and shall accept no responsibility or liability for any damage, nuisance, loss or

disturbance caused to or suffered by the Licensee, or his agents, contractors, workmen, employees, occupiers, visitors, guests, invitees or licensees of and to the Premises arising out of or in connection therewith and all or any structural defects of the Premises or the Car Park Structures.

- (ii) That the Licensor does not warrant, represent or undertake that the Car Park Structures are fit or suitable for the purpose of operation of the Business on the Premises or any particular purpose.
- (j) That no compensation shall be payable by the Licensor to the Licensee in respect of any loss or damage caused to the Licensee or others by reason of any water flowing on to the Premises or fire or landslip or subsidence on, to, of, or from the Premises or by reason of any other causes beyond the control of the Licensor including but not limited to any loss or damage caused to the Licensee or others by any interruption or failure in the supply of electricity, air-conditioning, water or other utilities to the Premises.
- (k) That notwithstanding Clause 1 hereof and Special Condition No. 1 of the Fourth Schedule hereto, the Licensor shall have full power to terminate this Agreement and resume, re-enter upon and retake possession of the whole or any part of the Premises if the same shall be required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive) on giving to the Licensee one (1) calendar month's notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Licensor's right to enforce any antecedent breaches the licence of the Premises or any part thereof so resumed shall cease, determine and be void and the Licensee shall quit and deliver up vacant possession of the Premises or any part thereof so resumed and upon the exercise of such power no compensation whatsoever shall be paid by the Licensor to the Licensee in respect of the Premises or any part so resumed regardless of whether the Licensor shall terminate this Agreement during the term of the licence.
- (l) That any notice to be served by the Licensor or its officers under the terms and conditions of this Agreement shall be deemed to be sufficiently served on the Licensee if left addressed to him on the Premises or forwarded to him by post or left at his last known address or in the case of a corporation forwarded to it by post or left at its registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent.

- (m) That any notice to be served by the Licensee on the Licensor under this Agreement shall be addressed to the Chief Property Manager, Government Property Agency for and on behalf of the Licensor and served on the Licensor by post or by leaving the same at the address of Government Property Agency mentioned hereinbefore or any other address as may be notified to the Licensee.
- (n) That the benefit of this Agreement is personal to the Licensee and not transferable or assignable and the rights given in and the benefits of this Agreement may only be exercised by the Licensee personally and, without in any way limiting the generality of the foregoing, any of the following acts and events shall be deemed to be a breach of this sub-clause:
 - (i) in the case of a Licensee which is a body corporate, any take-over, reconstruction, amalgamation, merger, voluntary liquidation or change in the person who owns a majority of its voting shares or who otherwise has or have effective control thereof;
 - (ii) in the case of a Licensee which is a partnership the taking in of one or more new partners whether on the death or retirement of any existing partner or otherwise;
 - (iii) the giving by the Licensee of a power of attorney or similar authority whereby the donee of the power obtains the right to use the Premises;
 - (iv) the change of the Licensee's business name without the prior written consent of the Licensor;
 - (v) the holding on trust by the Licensee of the rights to use the Premises;
 - (vi) the assignment of or sharing of any revenues from the Business; and
 - (vii) any arrangement whereby de facto management or control of the Business or both is vested in or exercisable by any person other than the Licensee.
- (o) That wherever in this Agreement it is provided that:
 - (i) the Licensor or its duly authorized officers shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on behalf of the

Licensee or on the failure of the Licensee to carry out such works or otherwise) at the cost of the Licensee or that the Licensee shall pay or repay to the Licensor or to its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Licensor or by its duly authorized officers; and

- (ii) the prior approval or consent of the Licensor or its duly authorized officers is required, they may give the approval or consent upon such terms and conditions as they see fit or refuse it at their absolute discretion.
- (p) That where the context so admits or requires the expression “month” shall mean calendar month and “the Licensee” shall mean the party entering into and signing/executing this Agreement and words importing the masculine gender shall be deemed to include females and corporations and words in the singular shall be deemed to include the plural and vice versa in each case.
- (q) That nothing herein contained shall create the relationship of landlord and tenant as between the parties or give the Licensee any estate right or interest in the Premises other than a licence.
- (r)
 - (i) That each party shall bear its own costs in connection with the preparation of this Agreement; and
 - (ii) That the Licensor shall arrange for the stamping of this Agreement and its counterpart, and the Licensee shall pay the adjudication fee and fifty per centum (50%) of the stamp duty (if any) chargeable on this Agreement and its counterpart pursuant to Section 13 and the provision deemed to be contained in this Agreement by virtue of Section 42(2) of the Stamp Duty Ordinance (Cap. 117).
- (s) That the Licensor shall have the full right to terminate this Agreement if the Licensee, his employees or agents shall be found to have been convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the licence hereby granted.
- (t) That notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of this Agreement

under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any provisions of this Agreement.

- (u) (i) That notwithstanding anything herein, upon the occurrence of any of the following events, the Licensor may terminate this Agreement with immediate effect:
 - (a) the Licensee has engaged, or is engaging, or is in the Licensor's reasonable belief to have engaged or to be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security, or which would otherwise be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong;
 - (b) the continuation of the licence hereby created is or shall in the Licensor's reasonable belief be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong.

For the avoidance of doubts, the word "engage" or its variants in this condition shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Licensor to terminate this Agreement shall be final, conclusive and binding on the Licensee.

- (ii) Upon exercising the right under Clause (4)(u)(i) hereof and without prejudice to any right of action of the Licensor in respect of any antecedent breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Licensee herein contained, the licence hereby created shall cease and determine and the Licensee shall in accordance with the terms and conditions herein contained quit and deliver up vacant possession of the Premises to the Licensor in all respects to the Licensor's satisfaction and upon the exercise of such right no compensation whatsoever shall be payable by the Licensor to the Licensee.
- (v) That this Agreement shall be governed by and construed and enforced in accordance with the laws of Hong Kong and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Agreement.

FIRST SCHEDULE

THE PREMISES

The Government properties being portions of the Ground Floor and the Basement of Trade and Industry Tower, No. 3 Concorde Road, Kai Tak, Kowloon, Hong Kong comprising the following parking bays and the shroff office and for the purpose of identification only respectively shown coloured pink (“the Pink Area”) and pink hatched black (“the Pink Hatched Black Area”) on the plan (Drawing No. GPA K22299B) annexed hereto and pink stippled black (“the Pink Stippled Black Area”) on the plan (Drawing No. GPA K22299A) annexed hereto:

- (1) Parking Bays
 - (i) 21 covered car parking bays shown as the Pink Area; and
 - (ii) 3 covered car parking bays for disabled persons shown as the Pink Hatched Black Area.
- (2) Shroff Office

The shroff office shown as the Pink Stippled Black Area.

LICENCE PERIOD AND DATE OF COMMENCEMENT

Three years commencing on the day of 20 .

PURPOSES FOR WHICH THE PREMISES SHALL BE USED

The Premises shall not be used for any purpose other than as a fee-paying public car park for the hourly and monthly parking of private cars, all of which must be currently licensed by the Commissioner for Transport (hereinafter referred to as “the C for T”) for use on public streets and roads under the provisions of the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation PROVIDED THAT:

- (i) the Pink Area shall only be used for the parking of private cars;
- (ii) the Pink Hatched Black Area shall only be used for the parking of private cars driven by drivers who are disabled persons (as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation) or for the parking of private cars which carry passengers with mobility disabilities and are driven by drivers who are the holders of Parking Certificate for Drivers Who Carry People with Mobility Disabilities as issued

by the C for T (hereinafter referred to as “the Parking Certificate”); and

- (iii) the Pink Stippled Black Area shall only be used as the shroff office for the Business.

SECOND SCHEDULE

- | | | |
|---------------------------|-----|---|
| <u>Hours of Operation</u> | (1) | Mondays to Fridays inclusive (other than Public Holidays) from 7 p.m. to 7 a.m. the following day;
and |
| | (2) | Saturdays, Sundays and Public Holidays from 7 a.m. to 7 a.m. the following day. |

THIRD SCHEDULE

(1) Monthly Licence Fee (hereinafter in this Schedule referred to as “MLF”)

Subject to Clause (2) of this Third Schedule, the Licensee shall pay to the Licensor in advance a monthly licence fee of Hong Kong Dollars _____ only (HK\$ _____) (exclusive of rates, electricity charges, charges and any other outgoings whatsoever) on or before the first day of each calendar month during the term of the licence hereby granted without any deduction or set off whatsoever. The first of such payments shall be made upon the signing or execution of this Agreement.

(2) Adjustment of MLF due to increase/decrease/suspension of parking bays in the Premises

If the number of parking bays in the Premises is increased or decreased or if the use of any parking bay(s) in the Premises is suspended pursuant to Clause 4(d) hereof or Special Condition No. 2 or Special Condition No. 3 of the Fourth Schedule hereto, with effect from the date of the said increase, decrease or suspension, the MLF shall be adjusted as follows:

$$\text{Adjusted MLF} = \text{MLF of HK\$} \quad \times \quad \frac{\text{the revised total number of parking bays in use}}{\text{the total number of parking bays before the said increase/decrease/suspension}}$$

PROVIDED THAT if the time period for the said increase or decrease or suspension in the number of parking bays in the Premises is not a complete month, the adjustment to the MLF shall be made on a pro-rata time basis according to the above formula.

FOURTH SCHEDULE

Special Conditions referred to in
Clauses 2(x) and 4(b) of this Agreement

1. At the expiration or sooner determination of this Agreement, this Agreement shall be deemed to be automatically terminated and the Licensee shall surrender and deliver up vacant possession of the Premises to the Licensor in all respects to his satisfaction. The Licensor shall have the full right to arrange for any new licence of the Premises at his sole discretion and the Licensee shall at all reasonable times within six (6) calendar months immediately preceding the expiration of the licence hereby granted and upon prior notice allow prospective licensees to enter upon and inspect the Premises.

2. In any of the following events that:

- (i) the Licensor shall for any reason other than due to the negligence or default of the Licensee be unable to provide any or all of the number of parking bays referred to in the First Schedule hereto; or
- (ii) the Licensor shall deem it necessary or expedient to close all or any of the parking bays in the Premises for safety and security reasons or otherwise;

then and in either of such event there shall be a reduction in the monthly licence fee hereby reserved in accordance with Clause (2) of the Third Schedule hereto. The determination of the Licensor as to the reduction in the said monthly licence fee as aforesaid shall be final, conclusive and binding on the Licensee.

3. The Licensor may close the Building or any part thereof for such period or periods of time as it may consider necessary for carrying out any maintenance, re-decoration, conversion or other works PROVIDED THAT if the carrying out of such works shall necessitate the closure of any parking bays in the Premises, the monthly licence fee hereby reserved shall be adjusted in accordance with Clause (2) of the Third Schedule hereto.

4. (a) Without prejudice to the Licensee's obligations under this Agreement, the Licensee shall at his own expense negotiate, arrange, effect and maintain for the benefit and in the joint names of the Licensee and the Licensor, an insurance policy covering all losses, damages, actions, claims, costs or demands of whatever nature, from whatever cause, in respect of the use of the Premises by the Licensee under this Agreement. The risks insured shall include but not

limited to fire, flood, storm, landslide, explosive, traffic accidents, watermain burst and such other risks as may from time to time be required in writing by the Licensor.

- (b) Without prejudice to the Licensee's obligations under this Agreement, the Licensee shall at his own expense negotiate, arrange, effect and maintain for the benefit and in the joint names of the Licensee and the Licensor Third Party/Public Liability Insurance with a Cross Liability Clause covering the legal liability of both the Licensee and the Licensor for accidental death or injury to persons or accidental loss of or damage to property arising out of or in consequence of the operation of the Business and/or the operation and maintenance of the equipment in the Building by the officers or agents of the Licensor or such other activities carried out by the Licensor.
- (c) Without prejudice to the Licensee's obligations under this Agreement, the Licensee shall at his own expense insure and indemnify the Licensor from and against all claims, demands and proceedings made by employees or agents of the Licensee working at the Premises or by the relatives of such employees or agent under the Employees' Compensation Ordinance (Cap. 282), any regulations made thereunder and any amending legislation.
- (d) Without prejudice to the Licensee's obligations under this Agreement, the Licensee shall at his own expense take out such other policies of insurance as he deems fit or as may reasonably be required by the Licensor from time to time.
- (e) The Licensee shall, at his own cost and at such time as the Licensor may specify, produce the policy or policies of insurance required under this Agreement for approval by the Licensor and the premium receipts of such policy or policies for examination by the Licensor.
- (f) All insurance referred to in this Special Condition shall be –
 - (i) in such terms and for such amounts as shall be approved by the Licensor; and
 - (ii) effected with insurers approved by the Licensor in writing.
- (g) The Licensee shall with all due diligence conform to the conditions of the insurance policies referred to in this Special Condition and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents and the Licensee shall bear at his own cost the consequences of any failure to do so. The Licensee shall bear the

cost of all excesses (deductibles), exclusions or limitations applying under the said policies insofar as they concern risks or obligations for which the Licensee is responsible under the terms of this Agreement whether in respect of claims made against the Licensee and/or the Licensor and such amount shall be payable by the Licensee to the Licensor on demand.

- (h) If the Licensee shall fail to effect and keep in force any insurance which is required to be effected under this Agreement, then and in any such case the Licensor may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and the Licensee shall reimburse to the Licensor such premiums on demand.
- (i) The Licensee shall cause all sums received by virtue of the insurances taken out by the Licensee under this Special Condition to be paid to the Licensor, who shall forthwith apply the same towards the discharge of any liability, settlement of any action or claims and/or reinstatement of any damaged property and the Licensee shall be liable for or make up any deficiency in the costs of discharging such liability, settling such action or claim and/or reinstatement of any damaged property.

5. On the termination of this Agreement in whatsoever manner, the Licensee shall have no right whatsoever to claim compensation in any form or re-provisioning of accommodation from the Licensor.

6. (a) Subject to the prior written approval of the Licensor, the Licensee may at his own expense and to the satisfaction of the Licensor erect and provide such control gates and mechanical or electrical devices as may be necessary for the issue of parking tickets and the collection of parking tickets and parking fees and shall thereafter at his own expense maintain, repair and renew the said control gates and mechanical or electrical devices in all respects to the satisfaction of the Licensor. Such control gates and any mechanical or electrical devices erected and provided by the Licensee shall be of good quality, material and design and up to the standard required by the Licensor, and shall be erected at such location or locations as may first be approved in writing by the Licensor.

(b) At the expiration or sooner determination of this Agreement, if so required by the Licensor, the Licensee shall at his own expense demolish and remove in all respects to the satisfaction of the Licensor the control gates and any mechanical or electrical devices erected and provided by him referred to in sub-clause (a) of this Special Condition.

7. The Licensee shall not use or permit or suffer to be used the Premises or any

part thereof as sleeping quarters or as domestic premises within the meaning of any Ordinance for the time being in force or to allow any person to remain on the Premises overnight unless with the Licensor's prior permission in writing. Such permission shall only be given to enable the Licensee to post watchmen for the security of the Premises and the names of the watchmen shall first be registered with the Licensor prior to its giving such permission.

8. (a) The Licensee shall on or before the signing or execution of this Agreement deposit with the Licensor the sum of Hong Kong Dollars _____ only (HK\$ _____) as security for the due payment of the monthly licence fee, electricity charges, rates, taxes, assessments, charges, duties and any other outgoings as aforesaid and the due payment of the licence fee, rent, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings (hereinafter collectively referred to as "Sums") payable under any other agreements of any other licences or any leases or tenancies of any premises granted or to be granted by the Licensor to the Licensee (hereinafter referred to as "Other Agreements") and the due performance and observance by the Licensee of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained herein and in Other Agreements. Subject to Clause 4(e) hereof, the said deposit shall remain deposited with the Licensor throughout the term of the licence hereby granted free of any interest to the Licensee.
- (b) At the expiration or sooner determination of this Agreement if the Licensee shall have paid all the monthly licence fee, electricity charges, rates, taxes, assessments, charges, duties and any other outgoings herein contained and any interest payable under Clause 4(a) hereof and all Sums payable under Other Agreements and any interest payable thereon, and if there shall be no breach of any of the terms and conditions contained herein and in Other Agreements, the Licensor shall refund the said deposit to the Licensee without interest thereon after the Licensee shall have duly delivered vacant possession of the Premises to the Licensor in accordance with the provisions herein contained but if there shall be any monthly licence fee, electricity charges, rates, taxes, assessments, charges, duties or other outgoings herein contained or any interest payable under Clause 4(a) hereof and/or any Sums payable under Other Agreements or any interest payable thereon in arrears, the Licensor may apply such deposit towards payment of such arrears of monthly licence fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause 4(a) hereof and/or such arrears of the Sums payable under Other Agreements and any interest payable thereon without the Licensor first having recourse to any security deposit paid under

Other Agreements, and the Licensor shall be entitled to deduct the amount(s) from the said deposit for payment of any rates or other charges and interest thereon in arrears to the Government of Hong Kong or other corporation (as the case may be) or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained herein or in Other Agreements, the Licensor may apply such deposit towards remedying such breach (in so far as this may be possible) without the Licensor first taking actions or proceedings against the Licensee and without prejudice to any other claim or remedy that the Licensor may have against the Licensee by reason of the breach. In which event, the Licensor shall only pay the balance (if any) of the said deposit to the Licensee.

- (c) In the case of the Licensor exercising its right to terminate this Agreement and re-enter upon the Premises or any part thereof in the name of the whole under Clause 4(a) hereof by reason of the default on the part of the Licensee in payment of the monthly licence fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings and interest payable under Clause 4(a) hereof as aforesaid or in performance or observance of any of the agreements, covenants, provisions, terms, conditions and stipulations on the Licensee's part herein contained, the Licensor shall without prejudice to its other rights and remedies herein contained be entitled to forfeit the whole of the said deposit as and for liquidated damages and not as penalty.
- (d) Nothing contained in this Special Condition shall be so construed as preventing the Licensor from recovering from the Licensee damages in respect of such default over and above the said deposit and the payment of the said deposit shall not be deemed or considered as a payment of the monthly licence fee, electricity charges, rates, taxes, assessments, charges, duties or any other outgoings and interest thereon in advance and accordingly in any action for recovery of possession for non-payment of the monthly licence fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings payable by the Licensee hereunder and any interest payable under Clause 4(a) hereof, the Licensee shall be deemed to be in default if the same are not paid in accordance with the terms and conditions herein contained.
- (e) For the avoidance of doubt, the payment of the said deposit shall not be deemed or considered as a payment of the Sums and interest thereon in advance under Other Agreements and accordingly in any action for recovery of possession for non-payment of the Sums payable under Other Agreements and any interest payable thereon, the Licensee shall be deemed to be in default if the same are not paid in accordance with the terms and conditions of Other Agreements.

- (f) Nothing contained in this Special Condition shall affect or prejudice the rights and interests of the Licensor under Other Agreements or any agreements, covenants, provisions, conditions, terms and stipulations contained in Other Agreements, or shall prevent the Licensor from recovering damages, or making any claims, whether under Other Agreements or otherwise, in respect of any breach of the provisions, conditions, terms or stipulations contained in Other Agreements. The Licensor may apply the said deposit towards payment of any arrears of the Sums payable under Other Agreements and any interest payable thereon or remedying any breach of provisions, conditions, terms or stipulations contained in Other Agreements without the Licensor first having recourse to any security deposit paid under Other Agreements or taking any actions or proceedings under Other Agreements.

9. The Licensee shall at his own expense keep, maintain and yield up the Premises and any additions therein and thereto at the expiration or sooner determination of this Agreement in good, clean and tenantable repair and condition in which they were at the commencement of the term of this Agreement in accordance with the stipulations herein contained PROVIDED THAT where the Licensee has made any alterations or installed any fixtures, installations, equipment or additions to the Premises with or without the Licensor's prior written consent, the Licensor may at its discretion require the Licensee at his own expense to reinstate, remove such alterations, fixtures, installations, equipment or additions or any part or portion thereof and make good and repair in a proper and workmanlike manner any damage to the Premises and the Licensor's fixtures and fittings therein as a result thereof before delivering up the Premises to the Licensor.

10. The Licensor may in the event of emergency (including but not limited to fire or burst pipes or typhoon damage) enter the Premises without notice and forcibly, if necessary, without being liable to the Licensee for any damage or loss at any hours of the day or night and whether or not any representative of the Licensee is present for the purpose of preventing or minimizing damage to the Premises and the Building.

11. The Licensee shall not store or permit or suffer to be stored in or upon the Premises any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation without the prior written approval of the Licensor.

- 12. (a) The Licensee shall observe and comply with any requirement which may be imposed by the Director of Fire Services in connection with the occupation and use of the Premises by the Licensee.
- (b) The Licensee shall at all times permit the Licensor and the Director of Fire Services and any person authorized by any of them to enter the Premises during the term of this Agreement to check observance

of and compliance with any requirements in connection with fire safety.

- (c) Without prejudice to sub-clause (a) of this Special Condition, the Licensee shall within one (1) calendar month from the commencement date of this Agreement or such other extended period as may be approved by the Licensor at the Licensee's own expense install fire extinguisher(s) in the Premises in all respects to the satisfaction of the Director of Fire Services and submit the certificate under Regulation 9(1) of the Fire Service (Installations and Equipment) Regulations (Cap. 95B), any amendment thereto, substitution therefor to the Director of Fire Services. The Licensee shall at the Licensee's own expense maintain the fire extinguisher(s) in good condition and in all respects to the satisfaction of the Director of Fire Services during the existence of the licence.

13. The security of the Premises, and the private cars parked thereon shall be the sole responsibility of the Licensee during the Hours of Operation of the Premises by the Licensee and any security arrangement shall be subject to the prior written approval of and in all respects to the satisfaction of the Licensor.

14. The Licensee shall not encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, furniture, articles, rubbish or other obstruction of any kind or nature nor cause or permit any of his contractors, employees, workmen, agents, occupiers, licensees, guests, visitors or invitees to use for any purpose other than that for which they are intended any of the entrance ways, stairways, lifts, escalators, passageways, landings or any other areas in the Building in common use. The Licensee shall not cause or permit or suffer to be caused any damage or dirtiness to such entrance ways, stairways, lifts, escalators, passageways, landings or any other areas in the Building in common use or such fabric, walls or any other facilities in the Building.

- 15. (a) The Licensee shall ensure that all private cars parked on the Parking Bays shall leave the Premises at the end of the Hours of Operation every day during the term of this Agreement. The impoundment or removal of vehicles which remain on the Premises beyond the Hours of Operation or in contravention of any sign or road marking in the Premises shall only be carried out by persons duly appointed by the Licensor as authorized officers (hereinafter in this Special Condition referred to as "authorized officer") in accordance with the Road Traffic (Parking on Private Roads) Regulations Cap. 374O (hereinafter referred to as "the said Regulations"). The Licensee shall nominate one or more representatives for such appointment and shall furnish to the Licensor upon request the names and such other particulars of the representatives as may be required by the Licensor, and the Licensor will then issue to each person so nominated a delegation of authority and an identity card in accordance with

Regulations 4 and 5 of the said Regulations.

- (b) The Licensee shall ensure that each authorized officer shall carry with him the identity card issued by the Licensor when carrying out his duties during the Hours of Operation and shall produce the same for inspection upon request by any person, and shall impound or remove and detain vehicles on the Premises only in accordance with the said Regulations and the terms contained in the delegation of authority issued by the Licensor.
- (c) The Licensee shall further ensure that any private cars impounded or removed by an authorized officer shall be released to the owner or driver thereof upon payment of an impounding or removal charge and a storage charge incurred in respect of such private cars as are specified in Schedule 2 to the said Regulations or any amending legislation.
- (d) The Licensee acknowledges that the headroom of the Basement of the Building is 2.4 metres. The Licensee shall ensure that the height of any towing vehicle used in the removal of any private cars remaining on the Premises beyond the Hours of Operation in accordance with sub-clause (a) of this Special Condition does not exceed the said headroom.

16. The Licensee shall at all times during the Hours of Operation allow the Licensor, its officers, employees, contractors, workmen or agents, free right of vehicular ingress to and egress from the Building including such part or parts of the Premises as shall be necessary or convenient for the proper use and enjoyment of the Building (other than the Premises). The Licensee shall observe and comply with such rules and measures as may from time to time be imposed by the Licensor for the enjoyment of the rights herein contained.

17. The Licensee shall submit to the Licensor information on the details of utilization of the Premises including but not limited to the hourly and monthly parking rate of the Parking Bays and such additional information as the Licensor may require within such time limit as may from time to time be specified by the Licensor.

- 18. (a) Each party shall treat as confidential all information supplied by the other party hereto under this Agreement which is designated as confidential by either party or which is by its nature clearly confidential. Neither party shall divulge any confidential information to any person except to his own employees and then only to those employees who need to know the same. Each party shall ensure that his employees are aware of and shall comply with the provisions of this sub-clause.
- (b) Notwithstanding the provisions contained in sub-clause (a) of this

Special Condition, it is hereby expressly agreed by the parties hereto that the following information shall not be treated as confidential and may be released, disclosed and transferred by the Licensor to any Government departments or bureaux, Transport Advisory Committee and any other persons that the Licensor considers necessary or appropriate for Government uses and/or for answering enquiries related to transport or traffic matters:

- (i) Details of utilization of the Parking Bays in the Premises including but not limited to the hourly and monthly parking rate; and
 - (ii) The hourly and monthly parking fees for the Parking Bays from time to time charged.
- (c) No claim whatsoever shall be made by the Licensee against the Licensor, Government departments or bureaux, or their officers, employees or agents in respect of the release, disclosure, transfer or use of the information as provided under sub-clause (b) of this Special Condition.

19. The Licensee shall record the registration numbers and locations of the impounded private cars and shall provide the said record to the Licensor or its agent at the end of the Hours of Operation every day (excluding Saturdays and the days immediately preceding Public Holidays).

20. The Licensee may charge parking fee from the drivers or owners of private cars which remain parking on the Premises after the commencement of the Hours of Operation.

21. The Licensee shall at all times during the Hours of Operation permit use of all the driveways within the Premises and the Building by Government vehicles or such other vehicles as may be authorized by the Licensor from time to time (hereinafter collectively referred to as “the Government Authorized Vehicles”) for access purposes.

22. The Licensee shall at all times during the Hours of Operation allow the Licensor, its officers, agents and all persons authorized by it the right of free vehicular ingress to and egress from all parking areas in the Building other than those within the Premises (hereinafter referred to as “the Government Car Parking Areas”) and such parts of the Premises as shall be necessary or convenient for obtaining ingress to and egress from the Government Car Parking Areas. The Licensee shall observe and implement such rules and measures as may from time to time be specified by the Licensor for full enjoyment of the said right of free vehicular ingress to and egress from the Government Car Parking Areas.

23. (a) The Licensee shall ensure that all vehicles other than the Government Authorized Vehicles are parked within the Parking

Bays and in accordance with the provisions of this Agreement and the Licensee shall not permit or suffer to be permitted any vehicles that are not the Government Authorized Vehicles to enter into, occupy or park in the Government Car Parking Areas.

- (b) The Licensee shall at his own expense provide security guards in the Premises during the Hours of Operation and implement measures to prevent any vehicles that are not the Government Authorized Vehicles entering into, occupying or parking in the Government Car Parking Areas. All such measures shall first be submitted by the Licensee to the Licensor for approval in writing before their implementation.

24. The Licensee shall indemnify and keep indemnified the Licensor and its officers, employees, contractors, workmen and agents from and against all actions, suits, costs, claims, demands whatsoever arising out of or in connection with any damage howsoever caused to private cars on the Premises or arising out of or in connection with any act of impounding, towing or removing private cars which remain in the Premises after the Hours of Operation or which are not parked in the Parking Bays.

25. The Licensee shall comply with and observe all Ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong governing the use and operation of a fee-paying public car park within the Premises and the control of any form of pollution, including air, noise, water and waste pollution, and for the protection of the environment. In particular, the Licensee shall follow and comply with and ensure that the Licensee's agents, contractors, workmen and employees shall follow and comply with the Environmental Protection Department's Practice Note on "Control of Air Pollution in Car Parks" (ProPECC PN 2/96) for controlling or minimizing air pollution in the Premises.

26. The Licensee shall not dump any earth, debris, spoil of whatsoever nature, or building materials on any Government land or properties.

27. The Licensee shall not permit sewage or refuse water to flow from the Premises onto any adjoining land or allow any decaying, noisome, noxious, excrementitious, or other refuse matters to be deposited on any part of the Premises or areas adjacent thereto and shall have all such matters removed from the Premises or any structure erected thereon in a proper manner.

28. The Licensor shall not be liable for any damages or compensation under the Fatal Accidents Ordinance (Cap. 22), the Employees' Compensation Ordinance (Cap. 282), or at common law, by or in consequence of any accident or injury to any workmen or other person whether or not in the employment of the Licensee and the Licensee shall indemnify and keep indemnified the Licensor and its officers, employees, contractors and workmen from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

29. In the event of any workman or other person employed by the Licensee on, in or in connection with the Premises or the Business suffers any personal injury and whether there be a claim for compensation or not, the Licensee shall without delay give notice in writing of such personal injury to the Licensor.

30. In the event of the non-fulfilment or non-observance of the Licensee's obligations pursuant to Special Condition No. 4(a) of this Fourth Schedule (as to which the decision of the Licensor shall be final, conclusive and binding on the Licensee) the licence hereby granted will be automatically determined upon written notice to such effect being served by the Licensor on the Licensee.

31. In the event that the car parking bay shown as the Pink Hatched Black Area on the plan (Drawing No. GPA K22299B) annexed hereto is used for the parking of a private car driven by a driver who is a disabled person (as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation), the hourly and monthly parking fees (as the case may be) to be charged by the Licensee in respect thereof shall be fifty per centum (50%) of the hourly and monthly parking fees (as the case may be) charged by the Licensee in respect of other car parking bays in the Premises. For the avoidance of doubt, in the event that the car parking bay shown as the Pink Hatched Black Area on the plan (Drawing No. GPA K22299B) annexed hereto is used for the parking of a private car which carries passenger with mobility disabilities and is driven by a driver who is the holder of the Parking Certificate, there shall be no concession on the parking fees to be charged by the Licensee and the hourly and monthly parking fees (as the case may be) in respect thereof shall be the hourly and monthly parking fees (as the case may be) charged by the Licensee in respect of other car parking bays in the Premises.

32. (a) No part of the Premises shall be used for vehicle repairing, vehicle maintenance, car wash or vehicle beautification service.
- (b) No display or storage or exhibiting of motor vehicles for sale or lease or hire shall be allowed on the Premises or any part thereof.

33. Without prejudice to Special Condition No. 13 hereof, within three (3) calendar months from the date of commencement of this Agreement, the Licensee shall submit a proposed scheme of security including but not limited to perimeter security, access control, lighting, security staff, CCTV, emergency communication and security of cash holding to the Commissioner of Police (Attention : Crime Prevention Bureau) for his approval. The Licensee shall at his own expense, within two (2) calendar months from the date of approval, implement and comply with all the terms and requirements of the said scheme duly approved as aforesaid in his operation of the Business on the Premises and shall not vary or make any alteration to the said approved scheme without the prior written consent of the Commissioner of Police.

34. The Licensee shall allocate such number of Parking Bays in the Premises as may be determined by the Licensor from time to time for the use of monthly parking.

35. The Licensee shall obtain the Licensor's written approval to the hourly and monthly parking fees to be charged by the Licensee in respect of the Parking Bays prior to the commencement of the Business in the Premises. Subject to the prior written approval of the Licensor (which approval shall not be unreasonably withheld), the Licensee may adjust the said parking fees from time to time with reference to the prevailing parking fees of similar car parks in the vicinity of the Building. The Licensee shall not charge any parking fees except in such scale as approved by the Licensor.

36. (a) The Licensee shall use the access control system installed by the Licensor ("Access Control System") at the Carpark Entrance for vehicular ingress to and egress from the Building during the Hours of Operation throughout the term of the licence hereby granted. The decision of the Licensor as to what constitutes the Access Control System and the Carpark Entrance shall be final, conclusive and binding on the Licensee. Save for the collection of parking fees by the Autopay System as referred to in Special Condition No. 38, the Licensee shall not use any area other than the Shroff Office for collection of parking fees and impounding charges.
- (b) The Licensee shall, at his own expense keep and operate the Access Control System in accordance with its original design and in the manner and in all respects to the satisfaction of the Licensor. The Licensee shall not change or alter or in any way vary the Access Control System without the prior written consent of the Licensor.
- (c) The Licensee shall at his own expense maintain, repair and renew the Access Control System in all respects to the satisfaction of the Licensor.
- (d) The Licensee shall at his own expense provide parking tickets of his own/obtain the same from the Licensor for managing and operating the Business and the Licensee shall ensure that all his parking tickets are compatible with the Access Control System.
- (e) The Licensee shall maintain good order of incoming and outgoing hourly parking vehicles. In the event of temporary failure of the Access Control System, the Licensee shall immediately implement efficient manual operation in lieu thereof. In the event that there are permanent defects found in the Access Control System which cannot be repaired, the Licensee shall submit written application to the Licensor for approval to install and use other appropriate access control system and the decision of the Licensor as to whether the Access Control System can be repaired and what constitutes the appropriate access control system shall be final, conclusive and binding on the Licensee. Upon issuance of the approval by the Licensor, the Licensee shall use the approved access control system

without any change or variation.

- (f) The Licensor, its employees, agents or other authorized officers with or without tools, equipment, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the Premises for the purposes of laying, inspecting, repairing and maintaining the Access Control System.
- 37.
- (a) The Licensee shall at all times during the Hours of Operation permit and facilitate the Licensor, its officers and all persons authorized by the Licensor with or without appliances and equipment to enter upon and remain in the Premises to install, operate, inspect, repair, maintain or remove any charging facilities (hereinafter referred to as “the Charging Facilities”) at such location or locations within the Premises as the Licensor shall in its sole discretion decide for electric vehicles and plug-in hybrid electric vehicles and to carry out any other related works for the provision of the Charging Facilities. The Licensor is entitled to grant a wayleave or licence to any third party in respect of the Charging Facilities for profit-oriented operation or business. The Licensee hereby acknowledges and accepts that the Charging Facilities, if installed, shall be the Licensor’s property for the purpose as set out in this Special Condition.
 - (b) The Licensor and its officers and all persons authorized by the Licensor shall have no liability in respect of any vehicles parked and any properties stored in the Premises or in the car park of the Building and any loss, damage, nuisance, disturbance or injuries whatsoever caused to or suffered by the Licensee, his agents, contractors, workmen, employees, occupiers, visitors, guests, invitees and licensees and any other persons arising out of or incidental to the Charging Facilities, their installations, presence, use, inspection, repair, maintenance or removal and the carrying out of any other works relating to the Charging Facilities.
 - (c) Notwithstanding any of the provisions of this Agreement, the Licensor does not guarantee that the Charging Facilities may be installed in the Premises. If installed, the Charging Facilities may be installed at such time and at such location(s) all at the absolute discretion of the Licensor. The Licensee shall have no right whatsoever to claim against the Licensor for compensation or otherwise for any loss, damage, nuisance or disturbance caused to or suffered by the Licensee by reason of or arising out of or incidental to the installation of the Charging Facilities or the timing or location(s) or number of such installation or the Licensor’s decision not to install the Charging Facilities in the Premises.

- (d) Notwithstanding any of the provision of this Agreement, the Licensor shall have the absolute right to permit any person to operate or use the Charging Facilities on a fee-charging basis subject to such terms as shall be determined by the Licensor at its absolute discretion and the Licensee shall make no objection thereto and shall have no right to claim compensation whatsoever for or in relation to such permission or otherwise for any loss, damage, nuisance or disturbance caused to or suffered by the Licensee by reason of or arising out of or incidental to the operation or use of the Charging Facilities.

- 38.
 - (a) The Licensee shall at his own expense install, operate, maintain, repair and renew one or more smart card electronic payment system(s) commonly used in Hong Kong (herein referred to as “the Autopay System”) and in all respects to the satisfaction of the Licensor and accept payment made via such payment system as an alternative to cash payment for the parking fees of the Parking Bays. The Autopay System shall be installed at such locations as may first be approved in writing by the Licensor and in all respects to the satisfaction of the Licensor. Such installation shall be completed within three (3) calendar months from the date of commencement of this Agreement. For the avoidance of any doubt, the Licensor shall be under no obligation to provide any electricity power and data-line connection or installation in respect of the installation of the smart card electronic payment system.

 - (b) At the expiration or sooner determination of this Agreement, if so required by the Licensor, the Licensee shall as his own expense demolish and remove the Autopay System in all respects to the satisfaction of the Licensor.

- 39.
 - (a) Within fourteen (14) days from the commencement date of the operation of the Business or such later date as may be decided and specified by the C for T (as to which the decision of the C for T shall be final, conclusive and binding on the Licensee), and thereafter throughout the term of the licence hereby granted, the Licensee shall at his own expense and in all respects to the satisfaction of the C for T submit to the C for T and the Public Sector Information (PSI) Portal “data.gov.hk” information relating to and associated with the Parking Bays and the operation information thereof including but not limited to information on availability of such Parking Bays and information on full occupation of such Parking Bays (hereinafter referred to as “the Parking Information”) in accordance with sub-clause (b) of this Special Condition.

 - (b) The Parking Information shall be submitted in such format and at such time and intervals and shall comprise such information as the

C for T may from time to time require or specify (as to which the decision of the C for T shall be final, conclusive and binding on the Licensee).

- (c) The Licensee hereby accepts and acknowledges that the Licensor, the C for T, their officers, contractors and agents and any other persons authorized by the Licensor or the C for T shall have the absolute right to process the Parking Information and to use, copy, disclose and disseminate the Parking Information, whether as submitted or after processing, for use by members of the public.
 - (d) The Licensor, the C for T, their officers, contractors and agents and any other persons authorized by the Licensor or the C for T shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Licensee or any other person whether arising out of, in connection with or incidental to the fulfilment of the Licensee's obligations under sub-clauses (a) and (b) of this Special Condition or the exercise by the Licensor, the C for T, their officers, contractors and agents and any other persons authorized by the Licensor or the C for T of the right under sub-clause (c) of this Special Condition or the use of the Parking Information, whether as submitted or after processing, by members of the public and no claim whatsoever shall be made by the Licensee against the Licensor, the C for T, their officers, contractors and agents or any other persons authorized by the Licensor or the C for T in respect of any such loss, damage, nuisance or disturbance.
 - (e) The Licensee shall indemnify and keep indemnified the Licensor, the C for T, their officers, contractors and agents and any other persons authorized by the Licensor or the C for T from and against all actions, proceedings, liabilities, claims, costs, losses, damages, expenses, charges and demands whatsoever arising out of, in connection with or incidental to the fulfilment of the Licensee's obligations under sub-clauses (a) and (b) of this Special Condition, any omission, neglect or default by the Licensee in submitting the Parking Information in accordance with sub-clauses (a) and (b) of this Special Condition; the processing, use, copy, disclosure or dissemination of the Parking Information pursuant to sub-clause (c) of this Special Condition or the use of the Parking Information, whether as submitted or after processing, by members of the public.
40. (a) Subject to sub-clause (b) of this Special Condition, the Licensee may at his own expense and in all respects to the satisfaction of the Licensor erect and provide a vacancy display board for displaying the number of the Parking Bays which are available for parking (such vacancy display board is hereinafter referred to as "the Vacancy Display Board") and shall thereafter at his own expense

maintain, repair and renew the Vacancy Display Board in all respects to the satisfaction of the Licensor. The Vacancy Display Board shall be of good quality, material and design and up to the standard required by the Licensor and shall be erected at such location as may first be approved in writing by the Licensor.

- (b) Prior to the commencement of any works to erect and provide the Vacancy Display Board, the Licensee shall submit all plans, documents and specifications (including dimensions, designs, installation methods and such other information as the Licensor, the Director or the Director of Electrical and Mechanical Services may require in his or their sole discretion) to the Licensor, the Director and the Director of Electrical and Mechanical Services for their written approval. The Licensee shall appoint a registered structural engineer (as defined in the Buildings Ordinance (Cap. 123)) or a prescribed registered contractor (as defined in the Buildings Ordinance (Cap.123) to design, supervise and carry out the said works as required under this Special Condition. If the Vacancy Display Board is a signboard fixed to the wall of the Building, it shall not be projected over 600mm measuring from the surface of the wall, and it shall not reduce the effective width of the driveway within the Building.
- (c) At the expiration or sooner determination of this Agreement, if so required by the Licensor, the Licensee shall at his own expense demolish and remove the Vacancy Display Board in all respects to the satisfaction of the Licensor.
- (d) The Licensee shall take or cause to be taken all proper and adequate care, skill and precautions, at all times and particularly during the carrying out of any works pursuant to this Special Condition, to avoid causing any damage to the existing services and installations within the Premises or the Building and shall indemnify and keep indemnified the Licensor and its officers, employees, contractors, workmen and agents from and against all actions, suits, liabilities, costs, expenses, claims and demands whatsoever brought or taken in respect of any damage or loss arising directly or indirectly out of or in connection with the carrying out of any works pursuant to this Special Condition.
- (e) The Licensor, the Director or the Director of Electrical and Mechanical Services shall not be responsible for any damages or claims arising from defects in the design or quality of any works carried out by the Licensee pursuant to this Special Condition.

IN WITNESS WHEREOF the Chief Property Manager, Government Property Agency, being duly authorized by the Chief Executive so to do has set his hand hereto for and on behalf of the Licensor and the Licensee has set his hand hereto/ has executed this Agreement on the day and year first above written.

Signed by)
)
)
Chief Property Manager,)
Government Property Agency)
for and on behalf of the Licensor)
in the presence of :-).....

Government Property Agency
Hong Kong

Signed by the Licensee)
)
)
)
)
(Name(s) in block letters))
in the presence of :-).....

Name of Witness in block letters :
Occupation :
Address :

OR

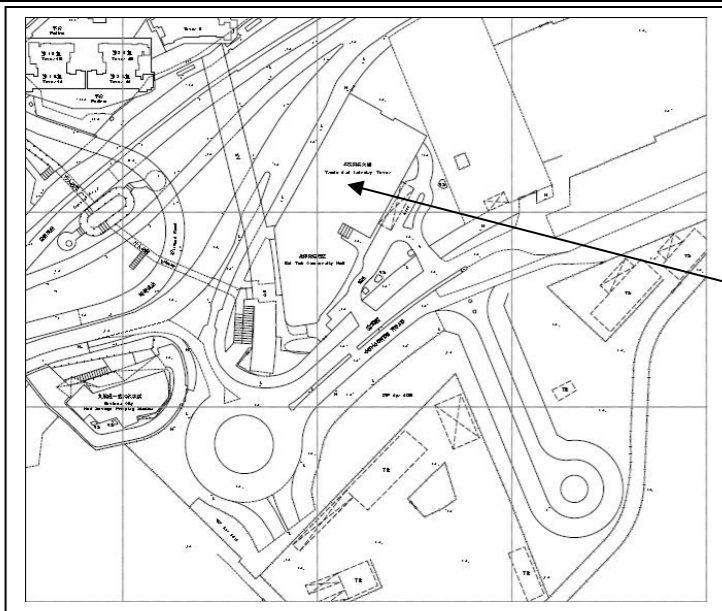
Sealed with the Common Seal of)
the Licensee and signed by)
)
)
in the presence of: -)

OR

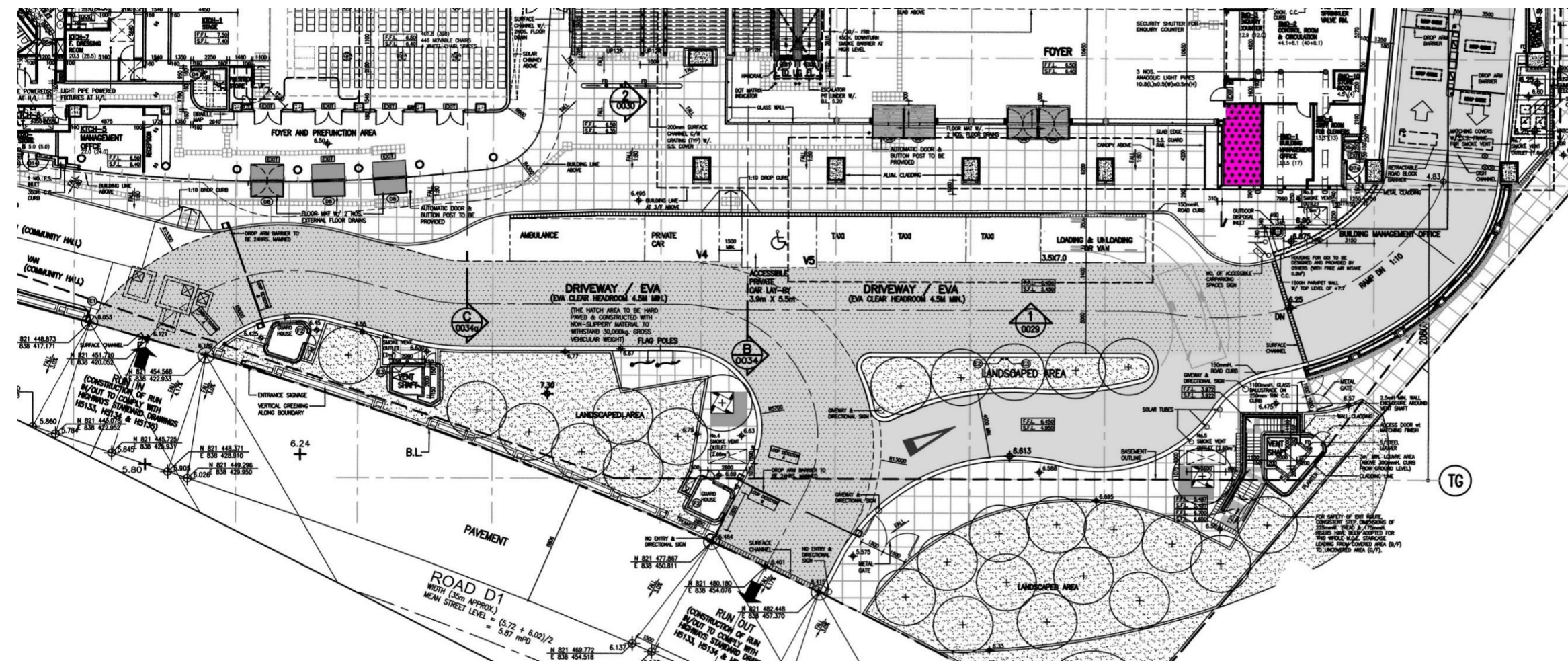
(for use by company incorporated in Hong Kong and execute this Licence Agreement without a common seal affixed)

Executed by the Licensee acting through)
[], its sole director)
or
[], its director and)
[], its director)
or
[], its director and)
[], its company secretary)
in accordance with Section 127(3) and)
127(5) of the Companies Ordinance)
(Cap. 622) in the presence of:-)

Name of Witness in block letters :
Occupation :
Address :



The Building



GROUND FLOOR

FOR IDENTIFICATION PURPOSE ONLY
(NOT TO SCALE)

LEGEND

 Pink Stippled Black Area

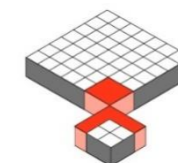
LICENCE AGREEMENT NO.:
GPA K22299

LICENSEE:

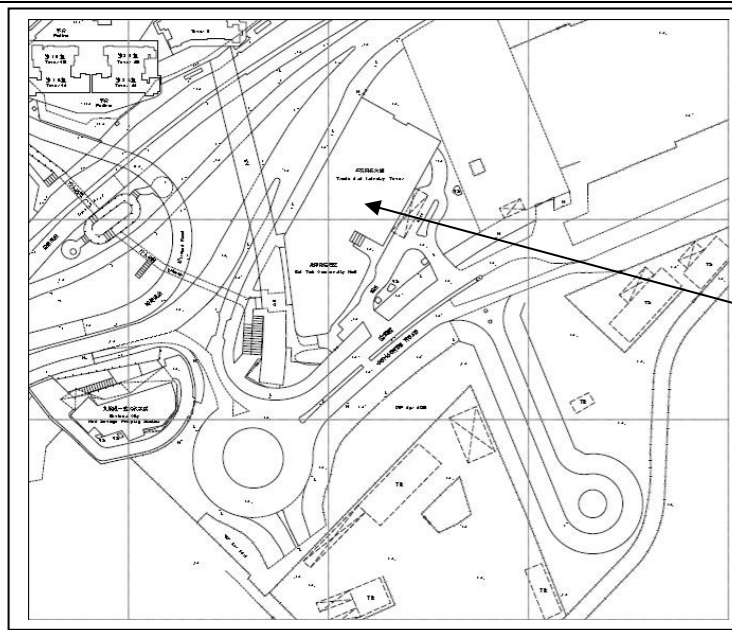
PREMISES:
A FEE-PAYING PUBLIC CAR PARK ON PORTIONS OF THE GROUND FLOOR AND THE BASEMENT OF TRADE AND INDUSTRY TOWER, NO. 3 CONCORDE ROAD, KAI TAK, KOWLOON, HONG KONG

PARTIES	SIGNATURE
LICENSOR	
WITNESS	
LICENSEE	
WITNESS	
DATE	
FILE NO.	LC/TEN/6829/3913

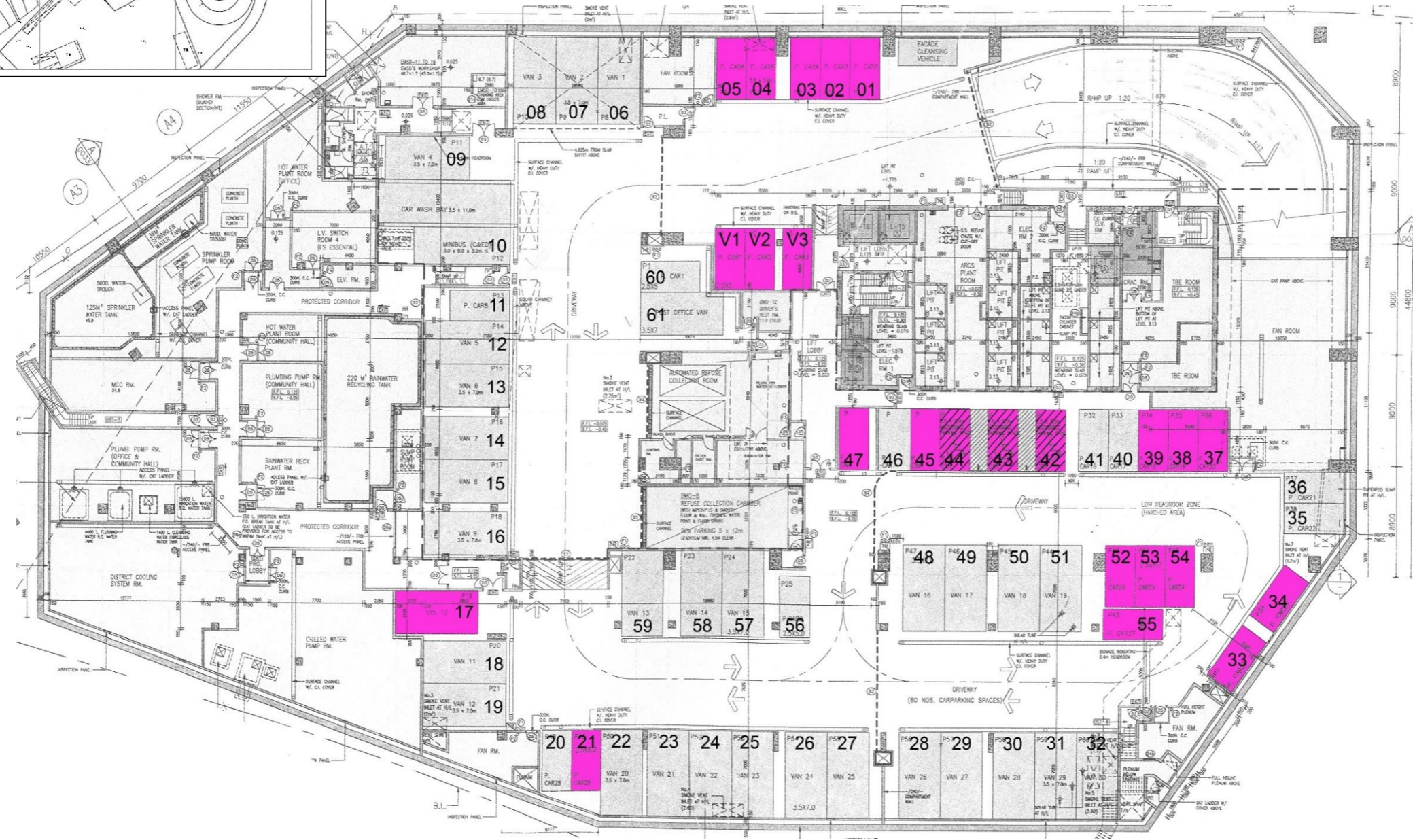
DRAWING NO.:
GPA K22299A



**GOVERNMENT
PROPERTY
AGENCY**



The Building



LEGEND

-  Pink Area
-  Pink Hatched Black Area

BASEMENT

FOR IDENTIFICATION PURPOSE ONLY
(NOT TO SCALE)

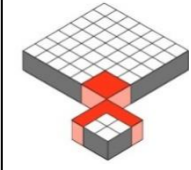
LICENCE AGREEMENT NO.:
GPA K22299

LICENSEE:

PREMISES:
A FEE-PAYING PUBLIC CAR PARK ON PORTIONS OF THE GROUND FLOOR AND THE BASEMENT OF TRADE AND INDUSTRY TOWER, NO. 3 CONCORDE ROAD, KAI TAK, KOWLOON, HONG KONG

PARTIES	SIGNATURE
LICENSOR	
WITNESS	
LICENSEE	
WITNESS	
DATE	
FILE NO.	LC/TEN/6829/3913

DRAWING NO.:
GPA K22299B



**GOVERNMENT
PROPERTY
AGENCY**

