

TENDER NOTICE**INVITATION TO TENDER FOR A TENANCY OF THE
GOVERNMENT PROPERTY
AT NO. 88 STANLEY VILLAGE ROAD, STANLEY, HONG KONG
(Tender Reference No.: GPA H22519)**

Tenders are invited for a tenancy of the Government property situate at No.88 Stanley Village Road, Stanley, Hong Kong comprising a total site area of 445 square metres or thereabouts together with such building(s) or structure(s) erected thereon or on part thereof as are specified in the Second Schedule to the form of tenancy agreement annexed hereto (hereinafter referred to as the “Form of Tenancy Agreement”) (which land, building(s) and structure(s) are hereinafter collectively referred to as “the Premises”) which are for identification purpose only shown coloured pink and pink hatched black on the plan (Plan No. GPA H22519) annexed to the Form of Tenancy Agreement for a term of three years commencing on a date to be specified by the Chief Property Manager, Government Property Agency, for the following purposes only and on such terms and conditions as set out in this Tender Notice and in the Form of Tenancy Agreement:-

- (i) Retail shop and service trades (excluding temple, shop for retailing or wholesaling of coffin, godown, hotel, cinema, residential, office and any offensive trade as defined under the Public Health and Municipal Services Ordinance (Cap. 132), any regulations made thereunder and amending legislation); or
- (ii) Restaurant; or
- (iii) Exhibition or convention hall; or
- (iv) Recreational or cultural use; or
- (v) Any combination of (i) to (iv) above

Provided That the Premises or any part thereof shall not be used for the purpose of bank, off-course betting centre or motor vehicle showroom.

The building (as shown edged red on the plan (Serial No. HKM 8) annexed at Appendix I of the Fifth Schedule to the Form of Tenancy Agreement) within the Premises, formerly known as the Old Stanley Police Station, is a declared monument under the Antiquities and Monuments Ordinance (Cap. 53), and shall be retained and maintained in accordance with Clause (2)(ww) and Clause (2)(yy) of the Form of Tenancy Agreement and tenders are to be submitted on this basis.

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 tender or any tender submitted. The Government reserves the right to negotiate with any tenderer about the terms and conditions of the offer. The Government will consider the past or current performance of the tenderers as tenants of the Government both in examining any tender submitted and in deciding whether or not to award the tender. The decision of the Government on whether or not to award the tender shall be final.

3. Tenderers MUST state in the Form of Tender annexed hereto the FIXED monthly rental (exclusive of rates and any other outgoings whatsoever) they are

prepared to offer to the Government for the tenancy of the Premises. **Any tender submitted which is not in conformity with the requirement contained in this Paragraph will not be considered by the Government.**

4. Tenders should be:

- (a) made in **DUPLICATE** in the Form of Tender annexed hereto; and
- (b) enclosed in a sealed envelope addressed to “**The Chairman, Tender Opening Committee, Government Logistics Department**” and clearly marked: “**Tender for a Tenancy of the Government Property at No. 88 Stanley Village Road, Stanley, Hong Kong (Tender Reference No.: GPA H22519)**” on the outside of the envelope.
- (c) **accompanied by SIX SETS of :-**
 - (i) a statement of the conservation/restoration proposal in respect of the Premises indicating the extent of alteration works to the existing building fabrics including a schedule and methods showing any alteration to existing doors, windows, finishes and materials which must comply with the conservation requirements as specified in the Fifth Schedule to the Form of Tenancy Agreement;
 - (ii) dimensioned plans, elevations, sections and drawings at a scale of 1:50 or at a reasonable scale to be agreed by the Antiquities and Monuments Office showing the existing layout of the Premises with the proposed alterations clearly indicated in colour, showing the exact extent of works, including but not limited to additions of building services provisions, demolition of non-historic partitions, finishes, fittings and fixtures;
 - (iii) a conservation plan of the Premises, giving details of the alterations to the existing building fabric, spatial arrangements, characteristics and ambience with justifications and statement of heritage impact;
 - (iv) proposals for mitigation measures are required if the proposed works affects the cultural/heritage significance of the Premises; and
 - (v) proposals for the subsequent conservation, maintenance and management of the Premises.

Any tender submitted which is not in conformity with the requirement contained in this Paragraph 4(c) will not be considered by the Government.

5. The statement, plans, conservation plan and proposals on maintenance/conservation/restoration as required under Paragraph 4(c) of this Tender Notice must be in compliance with the conservation requirements as specified in the Fifth Schedule to the Form of Tenancy Agreement. The statement, plans, conservation plan or proposals which do not meet the aforesaid conservation requirements will not be accepted and considered further.

6. (a) Tender **MUST** be placed in the **Government Logistics Department Tender Box situate on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong** (hereinafter referred to as “the specified Tender Box”) before 12:00 noon on the **26th day of May 2025**. 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 **26th day of May 2025**, the tender 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 tender closing day falls on a Saturday, then the tender 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 Tender Box at any time between 9:00 a.m. and 12:00 noon on the **26th day of May 2025**, the Government will announce that the tender closing time shall be extended until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>). **Any tender submitted which is not in conformity with the requirement contained in this Paragraph 6(a) will not be considered by the Government.**
- (b) Late tenders and tenders not deposited in the Specified Tender 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 Tender, there shall be no insertion, deletion or alteration of or to any terms or conditions in this Tender Notice or in the Form of Tender or in the Form of Tenancy Agreement. For tenders submitted with any insertion, deletion or alteration of or to any terms or conditions in this Tender Notice or in the Form of Tender or in the Form of Tenancy Agreement, the Government may not consider or assess any tenders submitted which did not comply with the requirement contained in this Paragraph 6(c).

7. All tenderers should submit all the required information and documents including but not limited to the documents as referred to in Paragraph 11 of this Tender Notice before closing of the tender. The Government may not consider or assess any tenders submitted which did not comply with all the terms and requirements of this Tender Notice. The Government reserves the right to seek clarification on the required information and documents after closing of the tender and request the tenderer to submit such information and documents to the Government within a stipulated period. Tender evaluation would be conducted on the basis of available information and documents if the required information and documents were not submitted.

8. TENDERERS shall FORWARD WITH THEIR TENDERS **a CASHIER'S ORDER or a CHEQUE** for an amount in Hong Kong currency equivalent to **one month's rent tendered** 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 25th day of September 2025. All cashier's orders or cheques will be retained uncashed until a decision has been made on the tenders submitted. The successful tenderer is required to pay the **security deposit for an amount in Hong Kong currency equivalent to three months' rent tendered,** as referred in Clause (4)(b)(i) of the Form of Tenancy Agreement. If a tender 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 tenderers at the addresses shown on their tenders. The Government reserves the right to seek clarification from the tenderer on the submission of cashier's order or cheque by the tenderer. In the event that clarification is required for the submission of cashier's order or cheque by the tenderer, the tenderer 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 tenderer 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 8 pursuant to the clarification letter, **the tender submitted by the tenderer will not be further considered by the Government.**

9. Tenders will only be accepted from tenderers who will carry on business and occupy the Premises for their own use, and no assignment, subletting, underletting, or parting with the possession of the Premises or any part thereof or any interest therein will be permitted.

10. (a) Tenderers when submitting their tenders 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, facsimile numbers and email address.
- (b) The person who signs a tender as tenderer 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 tenderer in the Form of Tender.

- (c) If the tenderer is a person, the tender must be made in the name of such person trading as a firm or business in sole proprietorship. If the tenderers are persons, the tender must be made in the name of such persons trading as a firm or business in partnership. Any tender submitted which is not in conformity with the requirement contained in this Paragraph 10(c) will not be considered by the Government.
- (d) After the award of the tender, the identity of the successful tenderer 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 tender results without the need to seek the prior agreement of the successful tenderer or its holding company (if any).

11. (a) **Tenderers when submitting their tenders 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) **Tenderers when submitting their tenders 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 tender 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.**

12. If a tender is accepted, the successful tenderer shall be the Tenant and he shall be notified of the acceptance of his tender by a letter posted to him at or delivered to the address stated in his Form of Tender. The successful tenderer 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 Tenancy Agreement and the plan annexed thereto (hereinafter referred to as “the Tenancy Agreement and the plan annexed thereto”), and shall pay to the Government the **balance of security deposit, the first month’s rent** due under the Tenancy Agreement and the plan annexed thereto. Where the successful tender has been made on behalf of a principal, the

principal shall himself sign or execute the Tenancy Agreement and the plan annexed thereto. Where the successful tender has been made by or on behalf of a partnership, each partner shall sign or execute the Tenancy Agreement and the plan annexed thereto. If the successful tenderer shall fail to sign or execute the Tenancy Agreement and the plan annexed thereto or pay the **balance of security deposit, the first month's rent** to the Government within the time limit as aforesaid, the Government may either enforce or cancel the tender. On cancellation, the sum forwarded with the successful tender 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 a tenancy of the Premises to other parties or invite tenders or otherwise deal with the Premises at such time and in such manner as the Government shall deem fit.

13. Subject to the due signing or execution of the Tenancy Agreement and the plan annexed thereto, and to the payment of **the balance of the security deposit, the first month's rent** as hereinbefore provided, possession of the Premises will be given to the successful tenderer within three calendar months of the date on which the Tenancy Agreement and the plan annexed thereto are signed or executed. The successful tenderer will be notified by a letter from the Chief Property Manager, Government Property Agency of the date on which possession will be so given and the date from which the term of the tenancy shall commence.

14. All tenders submitted shall remain valid from the closing date of the tender until the 25th day of September 2025 and shall remain binding upon the tenderers 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 tenders submitted which comply with all the terms and requirements of this Tender Notice.

15. (a) Tenderers and their directors, employees and agents should not communicate to any person other than the Government Property Agency the amount of rent tendered, adjust the amount of rent tendered 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 tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tender is awarded. If a tenderer 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 Tender, without affecting his liability for such breach or non-compliance, the Government Property Agency may invalidate his tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

(b) Paragraph 15(a) hereof shall have no application to the tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the

rent tendered and communications in strict confidence with his consultants or sub-contractors to solicit their assistance in preparation of tender submission.

16. Tenderers 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 tender exercise. If a tenderer commits any offence under the said Ordinance in relation to the tender exercise, the Government Property Agency may invalidate its tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

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

18. The successful tenderer shall accept the Premises in such state and condition as existing on the date on which possession of the Premises is given and all tenderers 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 tender. If tenderers wish to conduct site inspection of the Premises, they shall on or before the 16th day of May 2025 contact the officer referred to in Paragraph 22 of this Tender Notice for arrangement.

19. The result of the tender will be known on or before the 25th day of September 2025. Tenderers 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.

20. (a) **In addition to name and address, the tenderer should provide his telephone number, facsimile number, email address 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 tender;**

(b) **the above data collected by the Government Property Agency are to be used for the consideration of this tender 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 tenders 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 Tender 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 22 of this Tender Notice.**

21. In assessing tenders, the Government will take into account the fixed monthly rental offered by the tenderers payable to the Government for the Tenancy Agreement subject to the statement, plans, conservation plan and proposals on the maintenance/conservation/restoration of the Premises submitted under Paragraph 4(c) of this Tender Notice being acceptable to the Antiquities and Monuments Office.

22. (a) Any enquiry in relation to this tender, other than Paragraphs 4(c) and 21 of this Tender Notice, 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.: Mr. Carlo CHEUNG
Tel. No.: 3842 6775 and Fax No.: 2877 8993)

(b) Any enquiry in relation to Paragraphs 4(c) and 21 of this Tender Notice should be addressed to:

Executive Secretary (Antiquities and Monuments),
Antiquities and Monuments Office,
14/F, Revenue Tower
5 Gloucester Road,
Wan Chai, Hong Kong
(Attn.: Miss Fanny KONG
Tel. No.: 2655 0805 and Fax No. 2721 6216)

23. 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 tenderer shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender 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 Tender Notice or the Form of Tenancy Agreement.

24. To facilitate the tenderers' preparation of the Tender, a set of plans in connection with the Premises ("the Plans") is available for inspection at the Government Property Agency, 9th Floor, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong. The Government and any of its officers, employees and agents make no representation and give no warranty, express or implied, as to the accuracy or correctness or

completeness in any way whatsoever of the Plans or to any information or statement given in the Plans. Each tenderer hereby expressly acknowledges that the Government, any of its officers, employees and agents shall be under no liability whatsoever to the tenderers for any loss or damage howsoever arising in connection with or as a consequence of any error, omission, inadequacy or inaccuracy of the Plans and any information or statement contained in the Plans. Prospective tenderers are advised to engage at their own expense experienced professionals prior to bidding / tendering for the tenancy to independently interpret and assess the available information, whether obtained from the Plans or other sources. Each tenderer undertakes not to make any claim against the Government and any of its officers, employees and agents for any loss or damage or costs whatsoever which he may suffer or incur as a result of or arising from any work carried out by him based on any information of the Plans. The submission of a tender by a tenderer shall be taken to be an acceptance of the terms of this disclaimer clause.

25.
 - (a) Notwithstanding anything to the contrary in this Tender Notice, at any time after the tender closing time as mentioned in Paragraph 6(a) of this Tender Notice but before a tender is accepted, the Government reserves the right to cancel the tender exercise under this Tender Notice on the ground that it is in the public interest not to accept any tender submitted or award the tender or on the ground that there are changes of requirement or circumstances after the tender closing time for operational or whatever reasons. The decision of the Government to cancel the tender exercise under this Tender Notice shall be final and conclusive and shall be binding on the tenderers. The tenderers 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 a new tender exercise in respect of the Premises subsequent to the cancellation of the tender exercise under this Tender Notice.
26.
 - (a) This Tender 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").
 - (b) If a tender is accepted, then until the Tenancy Agreement and the plan annexed thereto are duly signed or executed, the tender together with the written acceptance thereof shall constitute a binding agreement between the successful tenderer and the Government. The said binding agreement shall be governed by and construed and enforced in accordance with the laws of Hong Kong.
 - (c)
 - (i) Notwithstanding anything to the contrary herein, the tenderers and the Government shall first refer any dispute or difference arising out of or in connection with this Tender Notice or the said binding agreement to mediation in accordance with The Government of the

Hong Kong Special Administrative Region Mediation Rules prevailing at the time.

- (ii) If the said dispute or difference is not settled by mediation according to Clause 26(c)(i) above, the tenderers or the Government may institute litigation in respect of the said dispute or difference. The tenderers and the Government agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

27. Notwithstanding anything to the contrary in the Tender Notice, the Government reserves the right to disqualify a tenderer on the grounds that the tenderer 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 tenderer shall be final, conclusive and binding on the tenderer.

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

The Schedule

Tenderers are advised to note that :-

- (a) the successful tenderer shall fulfill the requirements under Clause (2)(ww) and Clause (2)(yy) of the Form of Tenancy Agreement for conservation of the declared monument within the Premises. In particular, the successful tenderer shall be responsible at his own expense for the repair and maintenance or replacement of the roof of the Premises, which contains asbestos, if it is beyond a reasonable repair condition;
- (b) the successful tenderer shall in all respects comply with the Antiquities and Monuments Ordinance (Cap. 53), the Environmental Impact Assessment Ordinance (Cap. 499), the Buildings Ordinance (Cap. 123) and the Fire Safety (Commercial Premises) Ordinance (Cap. 502), any regulations made thereunder and any amending legislation. For compliance with the Fire Safety (Commercial Premises) Ordinance (Cap. 502), a set of construction requirements and fire service installations and equipment requirements based on the existing on-site layout and use is attached at Appendix 1 for tenderers' reference only. This set of construction requirements and fire service installations and equipment requirements is subject to further amendments and requirements deemed necessary by the Government under the Fire Safety (Commercial Premises) Ordinance (Cap. 502) in accordance with the proposed use and layout of the successful tenderer. Tenderers should engage the relevant professionals at their own costs to investigate and examine the necessary works to be carried out by them for compliance with the Fire Safety (Commercial Premises) Ordinance (Cap. 502) and the Buildings Ordinance (Cap. 123) and the terms and conditions of the Form of Tenancy Agreement.
- (c) the Government gives no warranty, expressed or implied, as to the suitability, physical condition or state or safety of any structure or building or structures or buildings existing on the Premises or any part or parts thereof for the use hereby permitted or proposed by the successful tenderer, whether in accordance with the terms and conditions of the Form of Tenancy Agreement or otherwise. This Tender Notice or the Tenancy to be created as referred to in Paragraph 12 of this Tender Notice shall not be construed so as to condone any structures existing on the Premises not complying with the provisions of the Buildings Ordinance (Cap. 123), the Fire Safety (Commercial Premises) Ordinance (Cap. 502) or any other Ordinances, any regulations made thereunder and any amending legislation. Any action under the said Ordinances or any other enactment may be taken at any time;
- (d) tenderers are advised to engage the relevant professionals at their own costs to carry out the necessary investigation as to the feasibility of their proposed use of the Premises which shall in all respects comply with the terms and conditions of the Form of Tenancy Agreement prior to the

submission of their tenders.

- (e) Clause (4)(b) of the Form of Tenancy Agreement contains the terms and conditions governing the deposit of security deposit with the Government by the successful tenderer, and the refund of the said deposit upon expiration or sooner determination of the tenancy created by the Form of Tenancy Agreement. In particular, pursuant to Clause (4)(b)(i) of the Form of Tenancy Agreement, the security deposit paid by the successful tenderer will be deposited with the Government as security for the due payment of the licence fee, rent, rates, electricity charges, taxes, assessments, duties, charges and other outgoings under the Form of Tenancy Agreement and the due payment of the licence fee, rent, rates, electricity charges, taxes, assessments, duties, charges and other outgoings (collectively referred as “the Sums”) payable under Other Agreements (as defined in Clause (4)(b)(i) of the Form of Tenancy Agreement) and the due performance and observance by the successful tenderer of all and singular the several provisions, conditions, terms and stipulations reserved and contained in the Form of Tenancy Agreement and in Other Agreements. Pursuant to Clause (4)(b)(ii) of the Form of Tenancy Agreement, at the expiration or sooner determination of the tenancy created by the Form of Tenancy Agreement, if there shall be any rent, rates, taxes, assessments, duties, charges and other outgoings contained in the Form of Tenancy Agreement and any interest payable thereon and / or any Sums payable under Other Agreements and 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 provisions, conditions, terms or stipulations contained in the Form of Tenancy Agreement or in Other Agreements, the Government may apply such deposit towards remedying such breach (in so far as this may be possible) without prejudice to any other claim or remedy that the Government may have against the successful tenderer by reason of the breach and shall only pay the balance (if any) of the said deposit to the successful tenderer.
- (f) the term of the tenancy is three years from the date to be specified by the Chief Property Manager, Government Property Agency and there shall be no extension of the term of the tenancy. At the expiration or sooner determination of the term of the tenancy in whatsoever manner, the successful tenderer shall surrender and deliver up vacant possession of the Premises to the Government in accordance with the terms and conditions contained in the Form of Tenancy Agreement and in all respects to the satisfaction of the Government. At the expiration or sooner determination of the tenancy in whatsoever manner, the successful tenderer shall have no right whatsoever to claim compensation in any form or re-provisioning of accommodation from the Government.

Appendix 1

附錄1

The following basic construction requirements and fire service installations and equipment requirements under the Fire Safety (Commercial Premises) Ordinance (Cap. 502) are based on the existing on-site layout and use and conditions for tenderers' reference only. The construction requirements and fire service installations and equipment requirements are subject to further amendments and requirements deemed necessary by the Government in accordance with the proposed use and layout of the successful tenderer. Tenderers shall engage the relevant professionals at their own costs to investigate and examine the necessary works to be carried out by them for compliance with the Fire Safety (Commercial Premises) Ordinance (Cap. 502) and the Buildings Ordinance (Cap. 123) and in all respects complying with the terms and conditions of the Form of Tenancy Agreement.

Construction Requirements

If a retail shop falls within the prescribed commercial activities listed in Section 3(1) and Schedule 1 of the Fire Safety (Commercial Premises) Ordinance (Cap.502), the generic fire safety construction requirements, as stipulated in Schedule 2 of Cap. 502 should be complied with:

- (a) Provision of adequate means of escape from the premises in the event of fire;
- (b) Provision of adequate means of access to the premises to facilitate access for firefighting and rescue;
- (c) Provision of measures to inhibit the spread of fire and to ensure the integrity of the structure of the building where the premises are located.

Note:

- (1) Tenderers should note that some of the Construction Requirements set out above might have been completed by the existing tenant of the Premises. Tenderers are advised to inspect the Premises prior to the tendering by making the necessary arrangement with the officer referred to in Paragraph 22(a) of the Tender Notice.

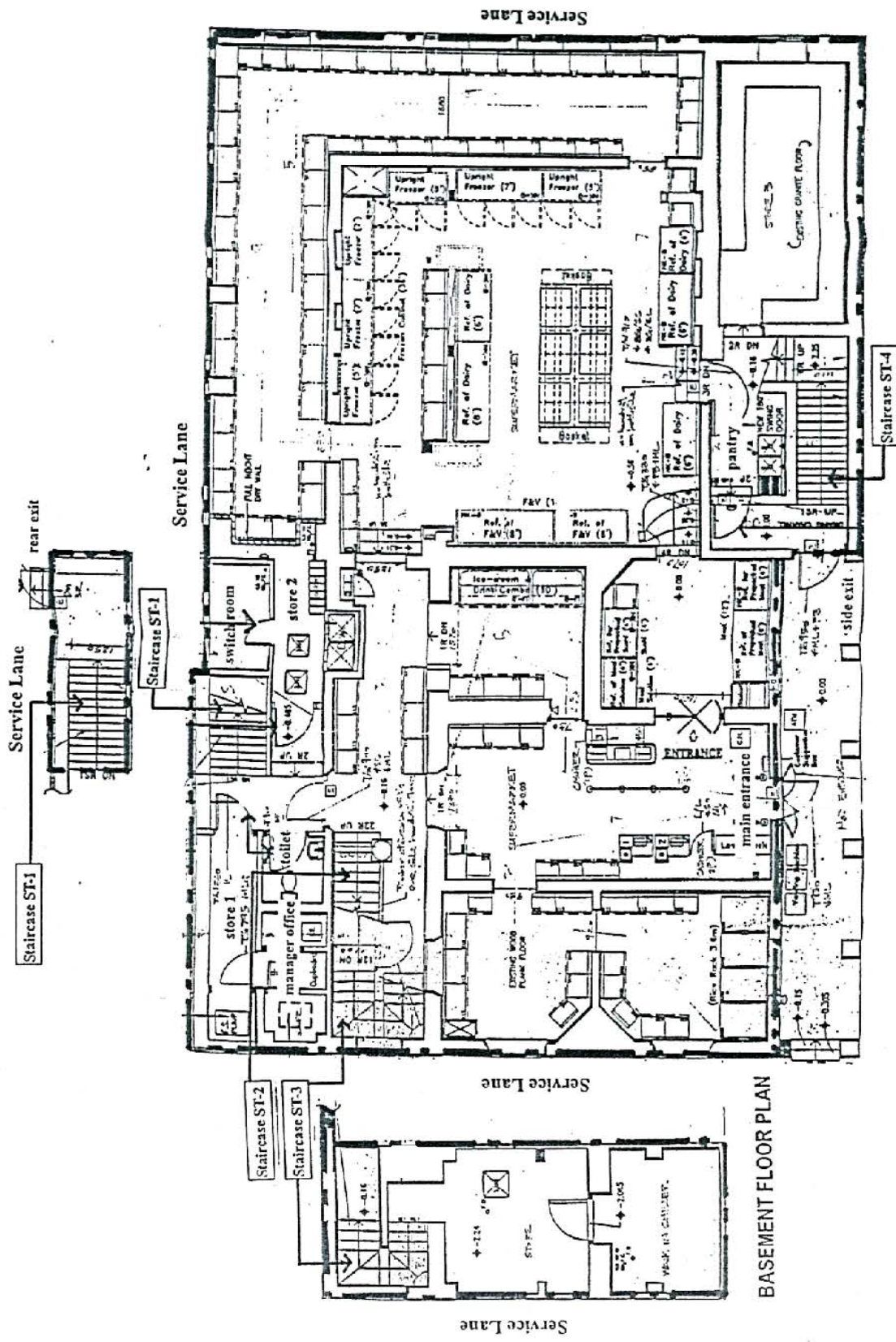
Fire Service Installations and Equipment Requirements

- a. Unless already installed as part of the building's fire protection system, an emergency lighting system in accordance with paragraph 5.9 of the "Code of Practice for Minimum Fire Service Installations and Equipment 1994" shall be installed within the Premises so as to provide emergency illumination in the event of a power failure.
- b. Item a of the Fire Service Installations (FSI) and Equipment Requirements set out herein shall be carried out by a registered FSI contractor. The registered FSI contractor shall issue the signed BI/RC/a (Certificate of Completion of Installation of Fire Service Installations and Equipment in Premises/Buildings under the Fire Safety (Commercial Premises) Ordinance, Cap. 502, Fire Safety (Buildings) Ordinance, Cap. 572 and Fire Safety (Industrial Buildings) Ordinance, Cap. 636 (issued under Regulation 9 of the Fire Service (Installations and Equipment) Regulations, Cap. 95B)), within 14 days after the completion of the work to the person on whose instructions the work was undertaken with a copy thereof forward to the Director of Fire Services.'
- c. All existing fire service installation and equipment provided for the building shall be submitted to the Director of Fire Services. Where alterations and additions are required, such works shall be carried out by a registered FSI contractor and upon completion of such works, a copy of "Certificate of Fire Service Installations and Equipment" (Form FS 251) shall be submitted to the Commercial Buildings and Premises Division of Fire Safety Command, Fire Services Department.

Remark:

Full details of the Tenderers's proposals for complying with the above requirements shall also require the Government's approval under Section 6 of the Antiquities and Monuments Ordinance (Cap. 53), any regulations made thereunder and any amending legislation, and additional conditions on heritage grounds may be imposed in this respect.

Basement, G/F & 1/F, No. 88 Stanley Village Road, Hong Kong



Stanley Village Road

GROUND FLOOR PLAN

BASEMENT FLOOR PLAN

招標公告

招標承投

香港赤柱赤柱村道 88 號的政府物業租用權

(招標編號：GPA H22519)

現按本招標公告及夾附租約大綱(下稱「租約大綱」)所臚列的條款及條件，招標承投香港赤柱赤柱村道 88 號的政府物業租用權，包括總面積約 445 平方米的土地連租約大綱附表 2 所訂明建於其上或其部分上的建築物或構築物(該幅土地、建築物及構築物以下統稱「該等處所」)。租期為三年，由政府產業署總產業經理指定的日期起生效。該等處所的位置於租約大綱夾附的圖則(圖則編號：GPA H22519)內以粉紅色及粉紅色綴黑斜線標示，以資識別，並只可作下列用途：

- (i) 零售店及服務業(不包括廟宇、零售或批發棺木的店鋪、貨倉、酒店、戲院、住宅、辦公室，以及《公眾衛生及市政條例》(第 132 章)、任何據以訂立的規例和任何予以修訂的法例所界定的任何厭惡性行業)；或
- (ii) 餐廳；或
- (iii) 展覽或會議廳；或
- (iv) 康樂或文化用途；或
- (v) 上述(i)至(iv)項用途的任何組合，

惟該等處所或其任何部分不得用作銀行、場外投注站或汽車陳列室。

該等處所內的建築物(在租約大綱附表 5 附錄 I 夾附的圖則(編號 HKM 8)內以紅邊線標示)前稱舊赤柱警署，已根據《古物及古蹟條例》(第 53 章)列為法定古蹟，並須按租約大綱第(2)(ww)及(2)(yy)條予以保留及維修保養。投標者須按此基礎遞交投標書。

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投標書或任何一份投標書。政府保留權利，可與任何投標者商議批出租約的條款及條件。政府在審核任何一份投標書及決定是否批出標書時，會考慮投標者過往或現時作為政府物業承租人的表現。政府就是否批出標書所作的決定屬最終決定。

3. 投標者**必須**在夾附的投標表格內述明為承投該等處所的租用權而建議向政府繳付的**固定**月租(不包括差餉及任何其他支出)。**不符合本段所載規定的投標書，政府一概不予考慮。**

4. 投標書應：

(a) 採用夾附的投標表格填寫，**一式兩份**；

(b) 放入信封內封密，信封面書明「政府物流服務署開標委員會主席收」，並清楚註明「投標承投香港赤柱赤柱村道 88 號的政府物業租用權(招標編號：GPA H22519)」；以及

(c) 連同下述文件六套：

(i) 有關該等處所的保育 / 修復說明書 / 建議書，顯示對現有建築構件進行的改動工程範圍，包括顯示現有門、窗、終飾及物料所作改動的附表及所用方法，而有關改動必須符合租約大綱附表 5 所訂明的保育規定；

(ii) 顯示該等處所現有間隔的度量圖、立視圖、截面圖及圖則(比例為 1:50 或獲古物古蹟辦事處同意的其他合理比例)，並以顏色清楚標明建議的改動，以顯示確實的工程範圍，包括但不限於增設屋宇裝備設施，以及拆卸非歷史間隔牆、終飾、裝置和固定附着物)；

(iii) 有關該等處所的保育計劃，詳述擬對現有建築構件、空間安排、特色和風格進行的改動，並須提供理據，以及說明對文物的影響；

(iv) 緩解措施建議書(如擬議工程會影響該等處所的文化 / 文物價值)；以及

(v) 有關該等處所日後保育、維修保養和管理的建議書。

不符合本段(第 4(c)段)所載規定的投標書，政府一概不予考慮。

5. 投標者按本招標公告第 4(c)段規定提交的說明書、圖則、保育計劃及維修保養 / 保育 / 修復建議書，必須符合租約大綱附表 5 所訂明的保育規定。該等說明書、圖則、保育計劃或建議書如不符合前述的保育規定，將不獲接納和進一步考慮。

6. (a) 投標書**必須**在二零二五年五月二十六日正午十二時前，放入香港北角渣華道 333 號北角政府合署地下的政府物流服務署投標箱(下稱「指定投標箱」)內。如在二零二五年五月二十六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「極端情況」生效，截標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「極端情況」停止生效後的首個工作天正午十二時。如延遲後的截標日期為星期六，截標時間將延至下一個工作天正午十二時。如在二零二五年五月二十六日上午九時至正午十二時期間內的任何時間，前往指定投標箱所在地點的公眾通道受阻，政府會宣布推遲截標時間，直至另行通知。當通道重開後，政府會在切實可行範圍內盡快公布已推遲的截標時間。上述公布事項會於政府新聞處網站以新聞稿方式發出(<http://www.info.gov.hk/gia/general/ctoday.htm>)。**不符合本段(第 6(a)段)所載規定的投標書，政府一概不予考慮。**

(b) 逾期遞交及未有投入指定投標箱的投標書概不受理。

(c) 除在投標表格所顯示空位上填寫所需的資料和細節外，不得在本招標公告、投標表格或租約大綱中加插、刪除或改動任何條款或條件。如投標書就本招標公告、投標表格或租約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 6(c)段)所載規定的投標書。

7. 所有投標者須在截標前遞交全部所需資料及文件，包括但不限於本招標公告第 11 段所指的文件。政府有可能不考慮或評審任何不符

合本招標公告內全部條款及規定的投標書。政府保留權利，可在截標後要求投標者就所需的資料及文件作補充說明，並要求投標者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，投標書會按已收到的資料及文件評審。

8. 投標者必須隨投標書付上面額相等於一個月建議租金的港幣**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，保證直到二零二五年九月二十五日可獲兌現。政府對投標書作出決定前，所有銀行本票或支票均不會兌現。中標者必須按租約大綱第(4)(b)(i)條規定，繳付以港幣計算相等於三個月建議租金的保證金。如投標書獲接納，隨投標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投標書所載地址退回落選的投標者。政府保留權利，可要求投標者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，投標者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，如投標者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 8 段)規定的銀行本票或支票，則政府不會進一步考慮投標者提交的投標書。

9. 投標者必須把該等處所自用和經營業務，其投標書才會獲接納。投標者亦不得轉讓、分租、轉租或放棄管有該等處所或其中任何部分或任何權益。

10. (a) 投標者如以附屬公司身分遞交投標書，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、傳真號碼及電郵地址。

(b) 以投標者身分簽署投標書的人，將被視作以主事人身分行事，除非他在投標表格內聲明僅為代理人。代理人須同時在投標表格內「投標者資料」C 部，說明主事人的姓名 / 名稱、地址及其聯絡人的姓名。

(c) 投標者如為一人，投標書必須以該人獨資經營商號或業務的名義填寫。投標者如為多人，則投標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 10(c)段)所載規定的投標書，政府一概不予考慮。

- (d) 標書批出後，政府可應公眾 / 傳媒的查詢，披露中標者及其控權公司(如有)的身分。政府保留公布招標結果的權利，而無須事先獲得中標者或其控權公司(如有)同意。
11. (a) 投標者如以一人或多人的身分遞交投標書，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) 投標者如以法團身分遞交投標書，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(如在遞交投標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)。

12. 如投標書獲接納，中標者即成為承租人。中標者將獲發信通知，通知信會按其投標表格所載地址以郵遞或專人派遞方式送交中標者。中標者須在政府發出通知後七日內簽署租約及夾附的圖則，或中標者如屬法團，以法團印章並根據中標者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)妥為簽立租約及夾附的圖則，並向政府繳付根據租約及夾附的圖則應付的保證金餘數及首月租金。如獲選的投標書由代理人代主事人遞交，主事人須親身簽署或簽立租約及夾附的圖則。如獲選的投標書由合夥公司遞交，或由他人代合夥公司遞交，則租約及夾附的圖則須由每名合夥人簽署或簽立。如中標者未有在上述限期內簽署或簽立租約及夾附的圖則，或未有在上述限期內向政府繳付保證金餘數及首月租金，則政府可辦理或取消投標書。取消投標書後，隨相關獲選投標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，政府有權把該等處所的租用權批予他人，或邀請投標，或在其認為適當的時候，以其認為適當的方式處置該等處所。

13. 在中標者妥為簽署或簽立租約及夾附的圖則，並繳付前述規定的保證金餘數及首月租金後，該等處所的管有權將於簽署或簽立租約及夾附的圖則當日起計三個曆月內給予中標者。政府產業署總產業經理會發信通知中標者給予管有權的日期及租約生效日期。

14. 所有投標書由截標日期起至二零二五年九月二十五日持續有效。在上述有效期屆滿前，投標書對投標者具有約束力，並可能隨時獲政府接納。政府會考慮並評審所有符合本招標公告內全部條款及規定的投標書。

15. (a) 標書批出前，投標者、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租金的款額、與任何其他人士訂立安排調整建議租金的款額、與任何其他人士就他本人或該其他人士應否投標訂立任何安排，或在投標過程中以任何方式與任何其他人士串通。如投標者違反或未有遵守本段規定，或違反其在投標表格第 7 段作出的保證，在不影響投標者因該項違反或未有遵守規定而負上法律責任的原則下，政府產業署可把其投標書作廢而不支付任何補償。此外，投標者亦須承擔因投標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招標工作及日後進行任何招標工作的費用和開支。

(b) 本招標公告第 15(a)段不適用於投標者為索取保險報價以計算建議租金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投標書而向他們發出受嚴格保密的通訊。

16. 投標者、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)，作為該僱員在招標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，或由於該僱員在招標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)。如投標者在關乎招標工作的事宜上觸犯該條例所訂的任何罪行，政府產業署可把其投標書作廢而不支付任何補償。此外，投標者亦須承擔因投標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招標工作及日後進行任何招標工作的費用和開支。

17. 投標者須留意本招標公告附表所訂明的附加條款及條件(如有)。

18. 中標者須按該等處所在給予該等處所管有權當日的情況及狀況接收該等處所。所有投標者請於遞交投標書之前，自費視察及勘測該等處所，以確定該等處所的實際狀況、情況或安全程度。投標者如欲實

地視察該等處所，須在二零二五年五月十六日或之前與本招標公告第 22 段所提述的人員聯絡，以作安排。

19. 招標結果將於二零二五年九月二十五日或之前公布。投標者如在該日仍未收到政府通知，說明其投標書已獲接納，則可視其投標已經落選。

20. (a) 投標者除須提供其姓名 / 名稱及地址外，亦須提供其電話號碼、傳真號碼、電郵地址及商業登記號碼；投標者如屬獨資經營人 / 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；投標者如屬法團，則亦須提供其公司編號。如投標者未能提供上述資料，政府可能無法考慮其投標書；

(b) 政府產業署收集上述資料，旨在供政府用於考慮本投標書，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投標書，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投標表格內填報的個人資料。請按本招標公告第 22 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。

21. 在評估投標書時，政府會考慮投標者為承投租約而建議向政府繳付的固定月租，而投標者按本招標公告第 4(c)段規定就該等處所提交的說明書、圖則、保育計劃及維修保養 / 保育 / 修復建議書必須獲古物古蹟辦事處接納。

22. (a) 如對是次招標(本招標公告第 4(c)及 21 段除外)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：張仲鈞先生

電話號碼：3842 6775 及傳真號碼：2877 8993)

(b) 如對本招標公告第 4(c)及 21 段有任何查詢，請聯絡：

香港灣仔

告士打道 5 號

稅務大樓 14 樓

古物古蹟辦事處

執行秘書(古物古蹟)

(經辦人：江詠雯女士

電話號碼：2655 0805 及傳真號碼：2721 6216)

23. 政府特此聲明：政府人員對有意投標者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招標公告的一部分。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招標公告或租約大綱所臚列的任何條款或條件。

24. 為方便投標者擬備投標書，政府把一套有關該等處所的圖則(「該等圖則」)存放在香港九龍油麻地海庭道 11 號西九龍政府合署南座 9 樓的政府產業署，以供查閱。政府及其任何人員、僱員和代理人對該等圖則或其所載任何資料或陳述是否準確、正確或完備不作任何明示或隱含的申述和保證。各投標者現明文確認，如與該等圖則及其所載任何資料或陳述的任何錯誤、遺漏、不足或偏差有關連的情況引起，或因該等圖則及其所載任何資料或陳述的任何錯誤、遺漏、不足或偏差引致任何損失或損害，政府及其任何人員、僱員和代理人均無須對投標者負上任何賠償責任。有意投標者請在競投 / 承投租用權前，自費委聘富經驗的專業人士獨立詮釋和評估所得資料，不論有關資料是從該等圖則或其他來源獲得。各投標者現承諾，投標者如根據該等圖則的任何資料進行任何工程而令其蒙受或招致任何損失、損害或費用，概不向政府及其任何人員、僱員和代理人提出任何申索。投標者遞交投標書，即視作接受本免責條款的條文。

25. (a) 即使本招標公告有任何相反條文，政府保留權利，在本招標公告第 6(a)段所述的截標時間後至投標書獲接納前，可隨時基於為公眾利益而不接納任何已提交的投標書或批出標書，或基於截標時間後相關規定或情況因運作或任何原因有變，

取消本招標公告的招標工作。政府就取消本招標公告招標工作所作的決定屬最終決定及不可推翻，並對投標者具有約束力。投標者無權因是次招標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) 政府有權在本招標公告的招標工作取消後就該等處所重新安排招標工作。

26. (a) 本招標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。

(b) 投標書如獲接納，在妥為簽署或簽立租約及夾附的圖則之前，投標書連同接納書構成中標者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及執行。

(c) (i) 即使本招標公告有任何相反條文，就凡因本招標公告或上述具有約束力的協議產生或與本招標公告或上述具有約束力的協議有關的任何爭議或歧見，投標者及政府均應先行提交調解，並按當時適用的《香港特別行政區政府調解規則》調解。

(ii) 如有關爭議或歧見不能按上文第 26(c)(i)條透過調解得到解決，投標者或政府可就有關爭議或歧見向法院提起訴訟。投標者及政府同意有關爭議或歧見將受香港法院的專屬司法管轄權管轄。

27. 即使招標公告有任何相反條文，政府保留權利，基於下述情況取消投標者的資格：投標者或其主事人(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，有需要取消投標者的資格。為免生疑問，本段「作出」一詞包括但不限於協助、教唆、慫使或促致。政府就取消投標者資格所作的決定屬最終決定及不可推翻，並對投標者具有約束力。

28. 此為本招標公告及投標表格的中文譯本。如對本招標公告及投標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

投標者請注意：

- (a) 中標者須履行租約大綱第(2)(ww)及(2)(yy)條所訂有關保育該等處所內法定古蹟的規定，特別是如該等處所的屋頂(含有石棉)已達無法妥善維修的狀況，中標者須自費負責維修及保養或更換屋頂；
- (b) 中標者須在各方面符合《古物及古蹟條例》(第 53 章)、《環境影響評估條例》(第 499 章)、《建築物條例》(第 123 章)、《消防安全(商業處所)條例》(第 502 章)，以及任何據以訂立的規例和任何予以修訂的法例。為符合《消防安全(商業處所)條例》(第 502 章)，政府已根據該等處所現時的實際間隔和用途擬訂一套建築規定和消防裝置及設備規定，並夾附於附錄 1，只供投標者作參考用途。政府可根據《消防安全(商業處所)條例》(第 502 章)，按照中標者建議的用途及間隔，對該套建築規定和消防裝置及設備規定作其認為必要的進一步修訂及增訂其認為必要的進一步規定。投標者須自費委聘相關專業人士，勘測及檢查將由其進行的所需工程，以符合《消防安全(商業處所)條例》(第 502 章)和《建築物條例》(第 123 章)，以及租約大綱的條款及條件；
- (c) 不論根據租約大綱條款及條件或其他規定，對於該等處所或其任何部分上的任何現有構築物或建築物是否適合作本招標公告所批准的用途或中標者所建議的用途，以及對於該等構築物或建築物的實際狀況、情況或安全程度，政府不作任何明示或隱含的保證。本招標公告或本招標公告第 12 段所提述將予訂立的租約不得詮釋為寬容該等處所上任何現有構築物不符合《建築物條例》(第 123 章)、《消防安全(商業處所)條例》(第 502 章)或任何其他條例，以及任何據以訂立的規例和任何予以修訂的法例所訂條文。政府可在任何時間採取該等條例或任何其他成文法則所指的行動；
- (d) 投標者宜於遞交投標書前，自費委聘相關專業人士就該等處所是否可作擬議的用途(須在各方面符合租約大綱的條款及條件)進行所需勘測；

- (e) 租約大綱第(4)(b)條載有條款及條件，規管中標者的保證金存放於政府及在租約大綱所訂租約期滿或提早終止時退還上述保證金的事宜。具體而言，根據租約大綱第(4)(b)(i)條，中標者繳付的保證金會存放於政府，以保證租約大綱訂明的牌照費、租金、差餉、電費、稅項、評稅、關稅、費用及其他支出獲如期繳付，並保證其他協議(如租約大綱第(4)(b)(i)條所界定)訂明的應繳牌照費、租金、差餉、電費、稅項、評稅、關稅、費用及其他支出(統稱「款項」)獲如期繳付，以及保證中標者就租約大綱及其他協議保留和載有的各項條文、條件、條款及規定，全部及個別妥為履行和遵守。根據租約大綱第(4)(b)(ii)條，在租約大綱所訂租約期滿或提早終止時，如有欠繳租約大綱所載的任何租金、差餉、稅項、評稅、關稅、費用或其他支出及其任何應繳利息，以及 / 或欠繳其他協議訂明的任何應繳款項及其任何應繳利息，政府可把保證金用作繳付該等欠款，或如有任何違反租約大綱或其他協議所載條文、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)，但此舉並不影響政府可能就有關違反事項向中標者提出任何其他申索或補償，政府亦只須向中標者支付上述保證金的餘額(如有)；
- (f) 租期為三年，由政府產業署總產業經理指定的日期起生效，並且不得延長。在租期屆滿或不論以何方式提早終止時，中標者須按照租約大綱所載的條款及條件，向政府交還該等處所並交回該等處所在空置情況下的管有權，並在各方面令政府滿意。在租約期滿或不論以何方式提早終止時，中標者無權向政府申索任何形式的補償，或要求政府重配地方。

Appendix 1

附錄1

The following basic construction requirements and fire service installations and equipment requirements under the Fire Safety (Commercial Premises) Ordinance (Cap. 502) are based on the existing on-site layout and use and conditions for tenderers' reference only. The construction requirements and fire service installations and equipment requirements are subject to further amendments and requirements deemed necessary by the Government in accordance with the proposed use and layout of the successful tenderer. Tenderers shall engage the relevant professionals at their own costs to investigate and examine the necessary works to be carried out by them for compliance with the Fire Safety (Commercial Premises) Ordinance (Cap. 502) and the Buildings Ordinance (Cap. 123) and in all respects complying with the terms and conditions of the Form of Tenancy Agreement.

Construction Requirements

If a retail shop falls within the prescribed commercial activities listed in Section 3(1) and Schedule 1 of the Fire Safety (Commercial Premises) Ordinance (Cap.502), the generic fire safety construction requirements, as stipulated in Schedule 2 of Cap. 502 should be complied with:

- (a) Provision of adequate means of escape from the premises in the event of fire;
- (b) Provision of adequate means of access to the premises to facilitate access for firefighting and rescue;
- (c) Provision of measures to inhibit the spread of fire and to ensure the integrity of the structure of the building where the premises are located.

Note:

- (1) Tenderers should note that some of the Construction Requirements set out above might have been completed by the existing tenant of the Premises. Tenderers are advised to inspect the Premises prior to the tendering by making the necessary arrangement with the officer referred to in Paragraph 22(a) of the Tender Notice.

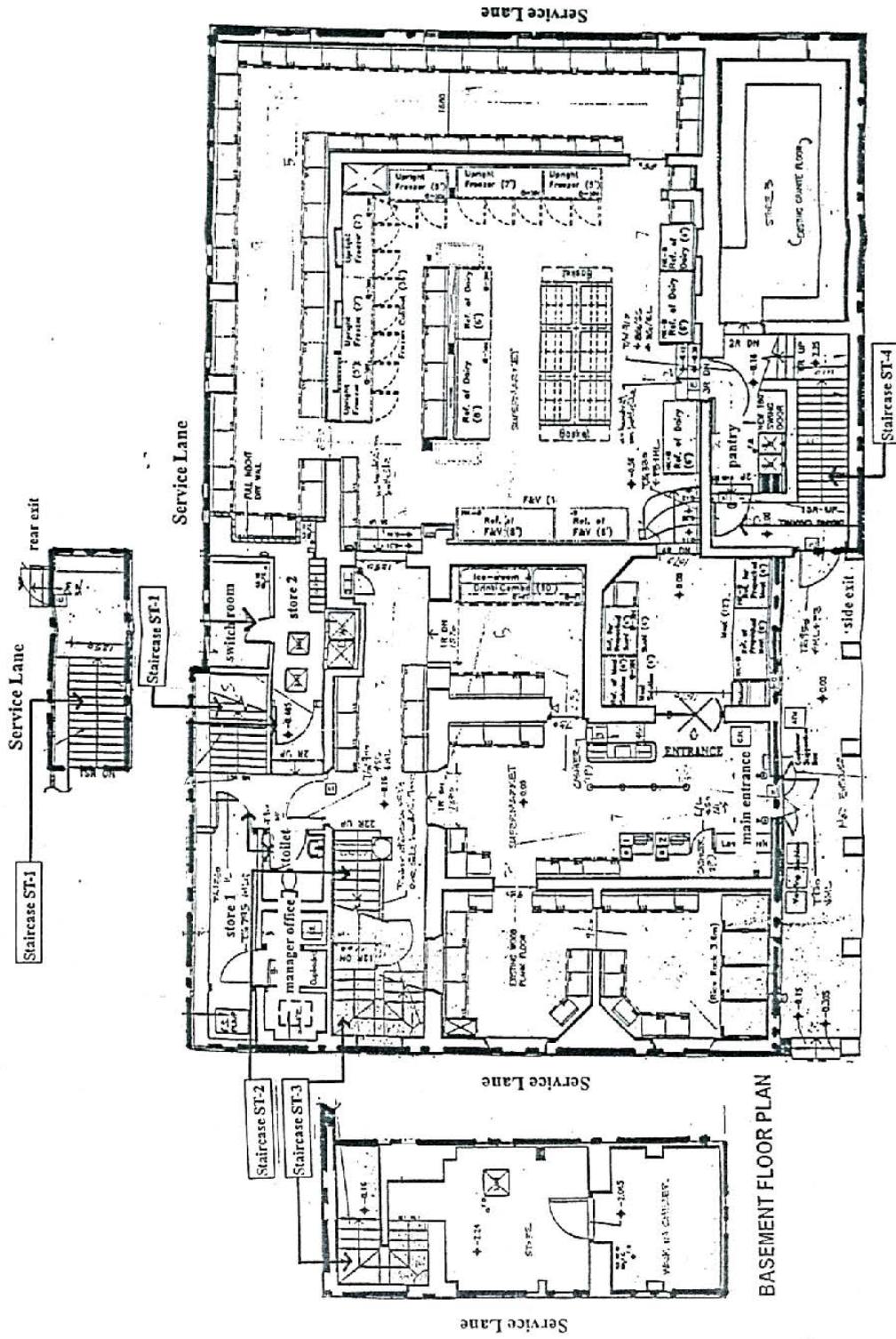
Fire Service Installations and Equipment Requirements

- a. Unless already installed as part of the building's fire protection system, an emergency lighting system in accordance with paragraph 5.9 of the "Code of Practice for Minimum Fire Service Installations and Equipment 1994" shall be installed within the Premises so as to provide emergency illumination in the event of a power failure.
- b. Item a of the Fire Service Installations (FSI) and Equipment Requirements set out herein shall be carried out by a registered FSI contractor. The registered FSI contractor shall issue the signed BI/RC/a (Certificate of Completion of Installation of Fire Service Installations and Equipment in Premises/Buildings under the Fire Safety (Commercial Premises) Ordinance, Cap. 502, Fire Safety (Buildings) Ordinance, Cap. 572 and Fire Safety (Industrial Buildings) Ordinance, Cap. 636 (issued under Regulation 9 of the Fire Service (Installations and Equipment) Regulations, Cap. 95B)), within 14 days after the completion of the work to the person on whose instructions the work was undertaken with a copy thereof forward to the Director of Fire Services.'
- c. All existing fire service installation and equipment provided for the building shall be submitted to the Director of Fire Services. Where alterations and additions are required, such works shall be carried out by a registered FSI contractor and upon completion of such works, a copy of "Certificate of Fire Service Installations and Equipment" (Form FS 251) shall be submitted to the Commercial Buildings and Premises Division of Fire Safety Command, Fire Services Department.

Remark:

Full details of the Tenderers's proposals for complying with the above requirements shall also require the Government's approval under Section 6 of the Antiquities and Monuments Ordinance (Cap. 53), any regulations made thereunder and any amending legislation, and additional conditions on heritage grounds may be imposed in this respect.

Basement, G/F & 1/F, No. 88 Stanley Village Road, Hong Kong



Stanley Village Road

GROUND FLOOR PLAN

BASEMENT FLOOR PLAN

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FORM OF TENDER

**TENDER FOR A TENANCY OF THE GOVERNMENT PROPERTY
AT NO. 88 STANLEY VILLAGE ROAD, STANLEY, HONG KONG**
(Tender Reference No.: GPA H22519)

Tender for a tenancy of the Government property at No. 88 Stanley Village Road, Stanley, Hong Kong comprising a total site area of 445 square metres or thereabouts (hereinafter referred to as “the Premises”) as shown for identification purpose only coloured pink and pink hatched black on the plan (Plan No. GPA H22519) annexed to the form of Tenancy Agreement annexed to the Tender Notice in respect of the Premises (hereinafter referred to as “the Form of Tenancy Agreement”) and on such terms and conditions as set out in the said Tender Notice and the Form of Tenancy Agreement and at the fixed monthly rental specified below.

To : The Chairman,
Tender Opening Committee,
Government Logistics Department,
Ground Floor, North Point Government Offices,
333 Java Road,
North Point,
Hong Kong

I / We, _____
(name of tenderer)

of _____
(address of tenderer)

having read the said Tender Notice and the Form of Tenancy Agreement and examined the plan (Plan No. GPA H22519) annexed to the Form of Tenancy Agreement, hereby offer to rent the Premises 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 rental of Hong Kong Dollars _____ only (HK\$ _____) (exclusive of rates, 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 Tender Notice and the Form of Tenancy Agreement.

2. If this tender is accepted, then until the Tenancy Agreement and the plan annexed thereto are duly signed or executed, this tender 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 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”), and I / we agree, notwithstanding anything to the contrary herein, I / We and the Government shall first refer any dispute or difference arising out of or in

connection with this Tender Notice, the Form of Tenancy Agreement or the said binding agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time; and if the said dispute or difference is not settled by mediation, I / We or the Government may institute litigation in respect of the said dispute or difference. I / We and the Government agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference. I / We and the Government agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

3. A **CASHIER'S ORDER** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent tendered as mentioned in Paragraph 8 of the said Tender 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 tender is accepted. / A **CHEQUE** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent tendered as mentioned in Paragraph 8 of the said Tender Notice, **certified good for payment** up to the 25th day of September 2025 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 tender is accepted.

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

5. (a) **I / We understand that the Government reserves the right to disclose the identity of the successful tenderer and its holding company (if any) and to announce the tender results in accordance with Paragraph 10(d) of the said Tender Notice.**

(b) **I / We consent that the Government and its officers may use the data collected pursuant to Paragraph 20(a) of the said Tender Notice together with any information of my / our performance or breach of any terms and conditions of the tenancy of any Government sites or premises, whether past, current or future, for consideration of this tender 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 tenders 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 20 of the said Tender Notice and the provisions in Paragraph 5 of this Form of Tender including the consent stated therein shall remain in full force and effect notwithstanding that this tender is not accepted by the Government. Where the tender is accepted by the Government, the said provisions and consent shall survive the execution of the Tenancy Agreement and the tenancy, and shall remain in full force and effect notwithstanding the expiry or termination of the tenancy.**

6. I / We agree to keep my / our offer open for acceptance by the Government until the 25th day of September 2025 and to be bound by the terms and conditions of the said Tender 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 rent tendered;
- (ii) adjusted the amount of the rent tendered 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 tender; or
- (iv) otherwise colluded with any person in any manner whatsoever.

(b) I / We warrant that at any time hereinafter until the tender 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 rent tendered;
- (ii) adjust the amount of rent tendered 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 tender; 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 rent tendered; and
- (ii) my / our consultants or sub-contractors to solicit their assistance in preparation of tender submission.

Dated the _____ day of _____ 2025.

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

Name(s) of sole proprietor / partners	Signature

OR In case of corporate body:

Name of tenderer (in block letters): _____

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

Signed by the abovementioned authorized officer(s) for and on behalf of the tenderer:

(with company chop)

Information of tenderer

(If the tenderer 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 tenderer is a corporate body, Part B should be completed. If the tenderer 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 tender must be made in the name of the sole proprietor. In the case of a partnership, the tender 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 Tender.*

Sole proprietor / all partners:

1.

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

2.

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

3.

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

Residential Address

4.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address (if any)
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 tender 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 Tender. The original copies of the above documents must be produced for inspection on demand. Please also refer to Paragraphs 10 and 11 of the said Tender Notice.*

Company Number: _____

Registered Office of tenderer: _____

Business Registration Number: _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Email Address (if any):

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 (if any):

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

A copy of the relevant agency agreement or written confirmation from the tenderer's principal to represent it as its agent for the submission of the tender to the Government and matters incidental thereto should be enclosed with this Form of Tender. The original copy of the above document must be produced for inspection on demand. Please also refer to Paragraph 10(b) of the said Tender Notice.

Name of principal:

Address of principal (in block letters): _____

Name of contact person (in block letters): _____

Email Address (if any):

Provision of Personal Data

The personal data collected by means of this Form of Tender will be used and may be disclosed to other Government departments as set out in Paragraph 20 of the said Tender Notice and Paragraph 6 of this Form of Tender. Individuals who wish to access to or correct his personal data in this Form of Tender 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 22 of the said Tender Notice.

- End of the Form of Tender -

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投標表格

投標承投

香港赤柱赤柱村道 88 號的政府物業租用權

(招標編號：GPA H22519)

現按照前述的招標公告及其夾附租約大綱(下稱「租約大綱」)所臚列的條款及條件，並以下文指明的固定月租，就香港赤柱赤柱村道 88 號的政府物業(下稱「該等處所」)租用權遞交投標書。該等處所的總面積約 445 平方米，位置於租約大綱夾附的圖則(圖則編號：GPA H22519)內以粉紅色及粉紅色綴黑斜線標示，以資識別。

致：香港北角
渣華道 333 號
北角政府合署地下
政府物流服務署
開標委員會主席

本人 / 我們

(投標者姓名或名稱)

地址為

(投標者地址)

經細讀前述的招標公告及租約大綱，並審閱租約大綱夾附的圖則(圖則編號：GPA H22519)，現建議按照該招標公告及租約大綱所臚列的條款及條件，以 **固定** 月租港幣 _____ 元正 (HK\$ _____)(不包括差餉及任何其他支出)，向中華人民共和國香港特別行政區政府(下稱「政府」)承租該等處所。租期為三年，由政府產業署總產業經理指定的日期起生效。

2. 本投標書如獲接納，在妥為簽署或簽立租約及夾附的圖則之前，本投標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 / 我們同意即使本招標公告有任何相反條文，就凡因本招標公告、租約大綱或上述具有約束力的協議產生或與本招標公告、租約大綱或上述具有約束力的協議有關的任何爭議或歧見，本人 / 我們及政府均應先行提交調解，並按當時適用的《香港特別行政區政府調解規則》調解；以及如有關爭議或歧見不能透過調解得到解決，本人 / 我們或政府可就有關爭議或歧見向法院提起訴訟。本人 / 我們及政府同意有關爭議或歧見將受香港法院的專屬司法管轄權管轄。

3. 現按前述招標公告第 8 段所述，附上港幣_____元正(HK\$_____)(相等於一個月建議租金)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 / 我們的投標書如獲接納，該筆款項將用以繳付部分保證金。 / 現按前述招標公告第 8 段所述，附上港幣_____元正(HK\$_____)(相等於一個月建議租金)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，保證直到二零二五年九月二十五日可獲兌現。本人 / 我們的投標書如獲接納，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，可按前述招標公告第 2 段所述，與任何投標者商議批出租約的條款及條件，以及該等處所只限作租約大綱附表 1 所註明的用途。

5. (a) 本人 / 我們明白，政府保留權利，可按前述招標公告第 10(d) 段所述，披露中標者及其控權公司(如有)的身分，並公布招標結果。

(b) 本人 / 我們同意，政府及其人員可使用依據前述招標公告第 20(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租約條款及條件的資料，供政府用於考慮本投標書；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投標書，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，前述招標公告第 20 段及本投標表格第 5 段所載規定，包括當中所聲明的同意，即使本投標書不獲政府接納，仍繼續具有十足效力及作用。如投

標書獲政府接納，上述規定及同意在租約簽立後及在租期過後仍然有效，並且儘管有關租約期滿或終止，仍繼續具有十足效力及作用。

6. 本人 / 我們同意，直到二零二五年九月二十五日為止，政府可隨時接納本人 / 我們的投標書；本人 / 我們並須受前述招標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) 向任何人傳達建議租金的款額；

(ii) 與任何人訂立安排調整建議租金的款額；

(iii) 與任何人就本人 / 我們或該其他人應否投標訂立任何安排；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，由本日至標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租金的款額；

(ii) 與任何人訂立安排調整建議租金的款額；

(iii) 與任何人就本人 / 我們或該其他人應否投標訂立任何安排；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租金而向本人 / 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投標書而向他們發出受嚴格保密的通訊。

日期：二零二五年 ____月 ____日

投標者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

或 投標者如屬法團：

投標者姓名(請用正楷填寫)：

(各)獲授權人姓名及其職位(請用正楷填寫)：

為及代表投標者的上述(各)獲授權人簽署：

(蓋上公司印章)

投標者資料

(投標者如屬獨資或合夥經營商號或業務人士，須填寫 A 部。投標者如屬法團，則須填寫 B 部。投標者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。)

投標者如屬獨資經營，本投標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，須隨本投標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(如有)
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(如有)
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(如有)
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(如有)
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。)

投標者須隨本投標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(如在遞交投標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)。投標者必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述招標公告第 10 及 11 段。

公司編號：

投標者註冊辦事處：

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(如有)：

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(如有)：

C 部 (填寫本部前，請先閱讀以下附註。)

投標者須隨本投標表格附上相關代理協議副本或由投標者的主事人發出的確認書副本，以證明投標者以代理人身分代表該主事人向政府遞交投標書，以及處理附帶事宜。投標者必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述招標公告第 10(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(如有)：

提供個人資料

藉本投標表格收集的個人資料，會按前述招標公告第 20 段及本投標表格第 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)查閱或改正本投標表格內所填報的個人資料，請按前述招標公告第 22 段所載的地址，與政府產業署的個人資料(私隱)主任聯絡。

投標表格

- 完 -

AN 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 (the
Hong Kong Special Administrative Region of the People's Republic of China is
hereinafter referred to as "Hong Kong"), 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 Landlord") of the one part
and
of

(hereinafter referred to as "the Tenant")

of the other part WHEREBY IT IS AGREED AS FOLLOWS:

(1) THE LANDLORD LETS AND THE TENANT TAKES ALL THAT piece or parcel
of ground particulars of which are set out in the First Schedule hereto TOGETHER
WITH such building(s) or structure(s) erected thereon or on part thereof as are specified
in Second Schedule hereto (which piece(s) or parcel(s) of ground and building(s) or
structure(s) are hereinafter collectively referred to as "the Premises") for the term of
THREE YEARS certain commencing on and
expiring on (both dates inclusive) at the rent as specified in the First
Schedule hereto and for the purposes as specified in the Third Schedule hereto and on
such terms and conditions as are hereinafter contained.

(2) THE TENANT HEREBY AGREES WITH THE LANDLORD as follows:

- (a) To pay the said rent in advance to the Landlord in Hong Kong currency on
the days and in the manner as specified in the First Schedule hereto.
- (b) Not to use or permit or suffer the use of the Premises or any part thereof for
any purpose other than such purposes as specified in the First Schedule
hereto.
- (c) To use the Premises for purposes specified in First Schedule hereto in all

respects to the satisfaction of the Landlord.

- (d) Not to use or cause, permit or suffer the use of the Premises 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 the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government") and the decision and determination of the Landlord as to what constitutes gambling, illegal, improper or immoral purposes and what affects the images of the Government shall be final, conclusive and binding on the Tenant.
- (e) To observe and comply with all laws and regulations of Hong Kong in his use and occupation of the Premises.
- (f)
 - (i) To make such arrangements at the Tenant's own expense for the installation of telephones and the supply of electricity, gas, mains water, air-conditioning and any other public utilities services to the Premises as the Tenant shall require, and to pay all charges in connection therewith including but not limited to the deposits as required by the relevant utility companies, the costs of installation, maintenance, repair and replacement thereof, and on termination of this Agreement, the costs of dismantling all pipes, conduits, wires, cables, meters, switches and any other apparatus ancillary thereto (if dismantling is required by the Landlord) PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of his failure to obtain any of such installation or supply for any reason whatsoever;
 - (ii) To pay punctually all charges in respect of telephones, electricity, gas, air-conditioning, mains water, sewage services and any other utilities and services supplied to the Premises; and
 - (iii) Not to overload the electrical wiring, cables or apparatus associated therewith in or serving the Premises and to comply in all respects with all requirements and regulation prescribed by the utility authorities.

- (g) To pay and discharge punctually all existing and future rates, taxes, assessments, charges, duties and any other outgoings whatsoever to be imposed or charged by the Government (Government rent and Property Tax excepted) which are now or during the term of the tenancy hereby created shall be imposed, assessed or charged upon the Premises or any part thereof or upon the Tenant in respect thereof.

- (h) To keep and maintain the Premises at all times in a clean, neat, tidy, sanitary state and condition, tenantable repair and condition at the Tenant's own expense and in all respects to the satisfaction of the Landlord.

- (i) (i) To permit the Landlord, his agents or the authorized persons or the Secretary for Development (hereinafter referred to as "the Antiquities Authority") and the designated person (as defined in Section 2 of the Antiquities and Monuments Ordinance (Cap. 53)) with or without workmen or others and with or without appliances or equipment at all reasonable times to enter upon the Premises for the purpose of viewing or inspecting the condition and state of repair so as to ascertain that the terms, conditions and covenants herein contained are complied with and to ascertain the observance and the compliance with the Antiquities and Monuments Ordinance (Cap. 53), any regulations made thereunder and any amending legislation (hereinafter referred to as "A&MO").

- (ii) 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 Tenant under this Agreement then and there found and upon the Landlord giving notice in writing to the Tenant, within one calendar month after the issue of such notice (or such other period as may be specified in such notice), to repair, remedy and make good the same at the Tenant's own expense in accordance with such notice in all respects to the satisfaction of the Landlord. Upon receipt of such notice, the Tenant shall also apply for a permit from the Antiquities Authority through the hereinafter defined AMO prior to carrying out any act regulated under Section 6(1) of the A&MO.

- (iii) In the event of the Tenant failing to duly comply with such notice referred to in sub-clause (ii) of this Clause (2)(i), the Landlord or the authorized persons with or without workmen or others and with or without appliances and equipment may enter upon and remain in the Premises to carry out and complete the works required to be done under the said notice, and the Tenant shall upon demand pay to the Landlord the costs of such works incurred by the Landlord, and if such costs is unpaid on the due date as specified by the Landlord, they 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 become a debt due from the Tenant to the Landlord and be recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final and conclusive and shall be binding on the Tenant).

- (iv) To permit the Landlord or the authorized persons with or without workmen or others and with or without appliances and equipment at all reasonable times to enter upon the Premises for the purpose of inspecting any adjoining premises belonging to the Landlord, and for the purpose of carrying out any works or repairs as may be required to be done to the Premises or to the said adjoining premises.

- (v) Notwithstanding anything in this Clause (2)(i), in the event of an emergency, the Landlord or the authorized persons may enter upon the Premises without notice and by forcibly, if necessary, without being liable to the Tenant for any damage or loss.

- (j)(i) Pursuant to Section 6(1) of the A&MO, not to (I) excavate, carry on building or other works, plant or fell trees or deposit earth or refuse on or in the area for identification purposes only shown coloured Pink and coloured Pink Hatched Black on the plan (the building(s) or structure(s) in the said area has been declared as monument under Section 3 of the A&MO, notice is hereby acknowledged by the Tenant); and not to (II) demolish, remove, obstruct, deface or interfere with the said monument, except in accordance

with a permit granted by the Antiquities Authority, which may be applied for by the Tenant through the Antiquities and Monuments Office (herein referred to as “the AMO”).

- (ii) To take or cause to be taken all proper and adequate care, skills and precautions at all times to the satisfaction of the Landlord, to maintain, repair and keep the Premises in good and clean condition until the termination of this Agreement, and to avoid causing any damage to or interference with the whole or any part of the Premises. In the event of any damage or interference being caused, done or occurred to the Premises, the Tenant shall notify the Landlord and the AMO immediately and shall make good the affected area(s) to the satisfaction of the Landlord and the AMO provided that any rectification works shall first be approved by the Landlord and the AMO.
- (iii) To fit out the interior of the Premises at the Tenant’s own expense in a good, proper and workmanlike fashion using good quality materials.
- (iv) Prior to the commencement of any alteration, addition, demolition, fitting-out, repair and maintenance works at the Premises, to submit to the AMO and the Landlord all drawings, plans and specifications including but not limited to general building plans, building services plans, condition survey report, site photographic record, reinstatement proposal for the works and any other associated detailed drawings for any proposed works (hereinafter collectively referred to as “the Works Plans”) for their approval. The Tenant shall apply for a permit from the Antiquities Authority through the AMO prior to carrying out any act regulated under Section 6 of the A&MO.
- (v) To fit out the Premises in accordance with the Works Plans as approved under sub-clause (iv) of this Clause (2)(j) and in all respects to the satisfaction of the Landlord and the AMO and no amendment, variation, alteration, modification or substitution of the Works Plans as approved shall be made without the prior written consent of the Landlord and the AMO.
- (vi) Not to commence any fitting out works before the requisite approval and the

permit from the Antiquities Authority are obtained pursuant to sub-clause (iv) of this Clause (2)(j).

- (vii) Not to make any alteration or addition to the Premises or to the electrical and communication wiring and other installations or the Landlord's fixtures and fittings therein, nor to install any plant equipment apparatus or machinery therein (other than the usual equipment for the Tenant's operation in the Premises), nor to cut, maim, damage or injure or suffer to be cut, maimed, damaged or injured any doors, windows, walls, partitions, staircases, floors, structural members or other fabric of the Premises, nor to cut maim or injure or suffer to be cut maimed or injured any trees plants and shrubs in the Premises and in the adjacent or adjoining land, lots or premises, without having first obtained the written consent of the Landlord and the AMO therefor.

- (k) Not to assign, mortgage, charge, demise, underlet, sublet, transfer, 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 interest therein or enter into any agreement so to do, irrespective of whether any rental or other consideration is given for such use or possession, unless otherwise approved by the Landlord in writing. In the event of any such unauthorized alienation, this Agreement may at the absolute discretion of the Landlord be determined, whereupon the Tenant shall forthwith deliver vacant possession of the Premises in accordance with Clause (4)(a) hereof.

- (l) Subject to Clause (2)(j) hereof, to comply in all respects with the Buildings Ordinance, any regulations made thereunder and any amending legislation applicable to any building works to be carried out on the Premises. The Tenant shall obtain at the Tenant's own expense written consent from the Building Authority prior to the commencement of such building works, and shall employ an authorized person and/or a registered structural engineer (as defined in the Buildings Ordinance) at the Tenant's own expenses to prepare, endorse and submit specified plan(s) to the Building Authority for approval of such building works.

- (m) To carry out any works to a “monument” (which words as hereinafter appearing shall carry the meaning as defined in the A&MO) of the Premises in all respects comply with the A&MO.

- (n) (i) At the Tenant’s own expense, to preserve the Premises and the historical and architectural character of the Premises and to maintain, repair and keep in all respects to the satisfaction of the Landlord and the AMO, and if required under the A&MO, to the satisfaction of the Antiquities Authority, the Premises and all existing and additional structures, including boundary walls and fences (if any) belonging thereto and all the Landlord’s fixtures and fittings therein and additions thereto in good, clean and tenantable repair and condition, by taking suitable measures including but not limited to conducting periodic inspection of the condition of the Premises, appointing building professionals to take appropriate follow-up actions, preparing and implementing inspection and short-term and long-term maintenance plans, submitting to the Landlord the records of periodic inspection, maintaining and repairing the timber building elements, finishes, fittings and fixtures, plumbing and drainage systems and waterproofing system, submitting to the Landlord records of periodic termite inspection, and monitoring and controlling treatment with bait system.

- (ii) Subject to Clause (2)(qq) hereof, to hand over the Premises to the Landlord on termination of this Agreement, and to notify the Landlord and the AMO as soon as practicable of any damage incurred on the Premises or the said structures, including boundary walls and fences (if any) belonging thereto, fixtures, fittings therein and additions thereto.

- (o) Not to store or permit or suffer to be stored any arms, ammunition, gunpowder, saltpeter, explosive or combustible substance, kerosene, unlawful or dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation on or in any part of the Premises, without the prior written approval of the Landlord.

- (p) Not to do anything, or cause, permit or suffer anything to be done at any time in or upon the Premises or any part thereof which may be against the laws or

regulations of Hong Kong or which in the opinion of the Landlord may be or become a nuisance or annoyance or injurious or dangerous to health or may cause danger, damage or inconvenience to the Landlord or to the other tenants, owners or occupiers of any adjoining or neighbouring land, lots or premises.

- (q) Not to exhibit or permit or suffer to be exhibited in, upon or about the Premises any advertisement of any kind whatsoever.
- (r) To indemnify and keep indemnified the Landlord and the authorized persons from and against all actions, suits, proceedings, liabilities, costs, expenses, claims, demands and losses (whether financial or otherwise) whatsoever and 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 Landlord or the authorized persons or that may be awarded against the Landlord or the authorized persons or that the Landlord or the authorized persons may agree to pay) or anything that the Landlord may be obliged to do arising directly or indirectly out of any breach of the terms, conditions and covenants of this Agreement or out of or in connection with the possession, occupation and use of the Premises by the Tenant including but not limited to:
 - (i) all liabilities arising out of the negligence of any person not a party to this Agreement; and
 - (ii) all liabilities on the part of the Landlord under the Occupiers Liability Ordinance (Cap. 314).
- (s) Without prejudice to Clause (2)(e) hereof, to observe and comply with all Ordinances (including but not limited to the Town Planning Ordinance (Cap. 131) and the Buildings Ordinance (Cap. 123) , any regulations made thereunder and any amending legislation), regulations, by-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 Tenant or any employee, agent, contractor, invitee, or licensee of the Tenant and without prejudice to the foregoing to obtain at the Tenant's own expense any licence,

approval or permit required by any Government department or other competent authority in connection with the Tenant's use or occupation of the Premises prior to the commencement of his business thereon and to maintain the same in force at the Tenant's own expense during the term of the tenancy hereby created; and to indemnify and keep indemnified the Landlord 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. The Landlord shall accept no responsibility with or liability for any loss or costs caused to or suffered by the Tenant in the event of his failure to obtain any requisite licences, approvals, permits or consents from Government departments or other competent authority relating to his use or occupation of the Premises.

- (t) (i) At the Tenant's own expense to insure and keep insured at all times during the term of the tenancy hereby created the Premises and all fixtures and fittings therein with insurers previously approved by the Landlord in writing in the name of the Tenant with the interest of the Landlord noted on the policy and with the policy containing such provisions for the protection of the Landlord as the Landlord may reasonably require to avoid the interests of the Landlord being prejudiced by any act, neglect or default of the Tenant or of any employees, contractors, agents, workmen, or of any other occupier, or any licensee or invitee of the Tenant, against loss or damage or costs (including but not limited to any legal expenses that may be incurred by the Landlord or that may be awarded against the Landlord or that the Landlord agrees to pay) or anything that the Landlord may be obliged to do arising directly or indirectly out of or in connection with the possession, occupation or use of the Premises by the Tenant, including but not limited to damage or loss by fire, civil commotion, explosion, earthquake, subsidence, landslip, heave, collision by aircraft or parts of aircraft, articles dropped therefrom, flood, storm, lightning, burst pipes, power supply failure, damage due to any malfunction of any sprinkler system or due to any break, rupture, or leakage in any sprinkler system, theft, malicious damage, costs of removal of graffiti, impact, and such other risks and contingencies as the Landlord may from time to time require to the full

replacement value or reinstatement cost from time to time including architects', surveyors', engineers' and any other professional fees, including demolition charges (if any) with full provision for estimated inflation and loss of rent throughout the term of the tenancy hereby created, and, for sufficient cover against the death of or personal injury to or illness or disease contracted by any person and loss or damage or legal costs suffered or paid by any person in connection with the possession, occupation or use of the Premises by the Tenant.

- (ii) To duly pay all premiums or other moneys necessary for effecting and keeping up the policies of insurance as required under sub-clause (t)(i) hereof before the same become due and to produce to the Landlord the said policy or policies of such insurance and proof of such payments within seven days of the premiums becoming due failing which the Landlord may take out or renew such policy or policies in any sum the Landlord may deem expedient; all moneys expended by the Landlord under this provision shall be reimbursed by the Tenant on demand and shall bear 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 from the date of payment by the Landlord PROVIDED THAT all moneys received or to be received by virtue of any insurance relating to the Premises maintained or effected by the Tenant (whether or not in pursuance of the obligations herein) are hereby charged to and shall be paid to the Landlord (or if not paid by the insurers directly to the Landlord shall be held on trust for the Landlord) and shall at the option of the Landlord be applied in replacing, restoring, repairing or reinstating the Premises or any part thereof, fixtures, fittings or other assets destroyed, damaged or lost (any deficiency being made good by the Tenant) AND PROVIDED FURTHER THAT should any policy of insurance be rendered void or should any liability on the part of any insurer be avoided due to the act, neglect or default of the Tenant or any employees, contractors, agents, workmen or any other occupiers or any licensees or invitees of the Tenant, the Tenant shall at his own expense replace, restore, repair or reinstate the Premises and any fixtures, fittings or other assets therein in all respects to the satisfaction of the Landlord.

Should the Tenant fail to perform his obligations as above, it shall be lawful for the Landlord and the authorized persons to enter upon the Premises to carry out such works as the Landlord may consider necessary and expedient to remedy such failure. The costs of all such works shall be payable by the Tenant to the Landlord on demand. It being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive, and binding on the Tenant.

- (u) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Premises against the risks referred to in Clause (2)(t) hereof may become void or voidable.
- (v) To obtain at the Tenant's own expense all requisite licences, approvals and permits from relevant Government departments or other competent authorities in connection with the use and occupation of the Premises prior to the commencement of the Tenant's operation on the Premises, to maintain the same in force and to comply with the terms and conditions thereof at all times during the term of the tenancy hereby created and to indemnify and keep indemnified the Landlord 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.
- (w) Not to use or permit or suffer the Premises or any part thereof to be used 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 PROVIDED THAT the Tenant may post such watchmen to look after the Premises and the properties and things stored thereon or placed therein subject to prior written approval of the Landlord.
- (x) In the event of earth, spoil or debris from the Premises being eroded or washed down onto public lanes or roads or into or onto road-culverts, sewers, storm-water drains or nullahs or other properties belonging to the Landlord, to be held responsible and pay to the Landlord on demand the cost of removal of the earth, spoil and debris from or for damage to the public lanes or roads or road-culverts,

sewers, storm-water drains or nullahs or other properties belonging to the Landlord and to indemnify and keep indemnified the Landlord from and against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

- (y) Not to dump any earth, debris, spoil of whatsoever nature, or building materials on any adjoining Government land or properties.
- (z) To repair and make good at the Tenant's own expense and in all respects to the satisfaction of the Landlord any damage or obstruction caused by the Tenant, his servants, agents or any other person or persons whether authorized or unauthorized by him to any nullahs, sewers, drains, watercourses, pipes, wires or cables or other properties belonging to the Landlord within, adjacent or adjoining the Premises or the same having been repaired and made good by the Landlord to pay to the Landlord on demand the amount expended thereon. It being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive, and binding on the Tenant.
- (aa) To carry out at the Tenant's own expense such works of alteration, modification, repair or replacement to the inside service and existing system for distributing throughout the Premises water from Government mains as are necessary to comply with the requirements of the Water Authority (hereinafter referred to as "the Authority").
- (bb) Not to discharge directly or indirectly or cause or permit or suffer to be discharged into any public sewer, storm-water drain, channel or stream-course any trade effluent or foul or contaminated water without the prior written consent of the Landlord who, if and when granting such consent, shall require the Tenant (inter alia) to provide and maintain at his own expense, within the Premises or otherwise and in all respects to the satisfaction of the Landlord, suitable works for the treatment and disposal of such trade effluent or foul or contaminated water.
- (cc) Not to use fresh or salt water from Government mains for any heating, cooling

or humidification purpose except with the prior written consent of the Authority.

- (dd) Not to interfere with any water-main or pipe within or adjoining the Premises without the prior written consent of the Authority. Such consent will not be given until any necessary diversion of any such water-main or pipe has been completed. Such diversion as may be considered necessary shall be carried out by the Authority and the Tenant shall pay to the Landlord on demand the cost thereof.
- (ee) To pay to the Landlord on demand the cost of repair and reinstatement to any waterworks installation that shall or may be necessary at any time during the term of the tenancy hereby created as a result of damage caused by any works or other activities carried out upon the Premises by the Tenant or others under his charge, and shall indemnify and keep indemnified the Landlord from and against any claim, action or demand arising therefrom.
- (ff) To pay on demand to the Landlord the cost incurred by the Landlord in cleansing and clearing any of the drains choked or blocked by improper or careless use thereof by the Tenant or his employees, contractors, agents, occupiers, invitees or licensees.
- (gg) To 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 Tenant, and not to do or cause, permit or suffer to be done, anything which shall increase the risk of the Premises to fire, explosion, storm or tempest and to fully indemnify the Landlord from and against all claims, demands, liabilities, losses and damages which the Landlord may suffer as a result of the non-observance of this condition.
- (hh) To install and maintain in and upon the Premises such fire prevention and firefighting equipment as may be required by and in all respects to the satisfaction of the Director of Fire Services in connection with the occupation and use of the Premises at the expense of the Tenant which installation and maintenance shall be carried out by registered fire services contractor or

contractors to be nominated or approved by the Director of Fire Services.

- (ii) To take all necessary precautions to prevent collapse on or onto the Premises of any earth banks near, adjacent to or forming part of the Premises and in the event of any such collapse occurring to be responsible for the repair of such collapse and removal of all silt to a Government dump and for any damage whatsoever which may result from any such collapse and to indemnify and keep indemnified the Landlord from and against all costs, claims, demands and expenses in respect thereof.

- (jj) To accept the Premises and all fixtures, fittings and installation as set out in Fifth Schedule hereto (including but not limited to any mechanical and electrical installations, appliances and equipment) as provided by the Landlord in or at the Premises (hereinafter collectively referred to as “the Landlord’s Items”) and all the non-standard fixtures, fittings and installations as set out in Fifth Schedule hereto in or at the Premises (hereinafter collectively referred to as “the Non-standard Items”) in such state and condition as existing on the date on which possession of the Premises is first given to the Tenant; and to keep the Landlord’s Items and the Non-standard Items in substantive repair and not to remove the same or cause, permit or suffer the same to be removed from the Premises unless prior written approval has been given by the Landlord and the removal is necessary for the purpose of effecting necessary repair thereto; and to permit the Landlord and the authorized persons with or without workmen or others and with or without equipment or appliances at all reasonable times to enter upon the Premises to take or verify inventories of the Landlord’s Items or the Non-standard Items. The Landlord gives no warranty or representation whatsoever as to the state and condition of the Premises, the Landlord’s Items and the Non-standard Items and shall accept no responsibility or liability for any damage, nuisance, loss or disturbance caused to or suffered by the Tenant, occupiers or visitors of and to the Premises arising out of or in connection therewith and all or any structural defects or damage of any part of the Premises or any want of repair of the Landlord’s Items or the Non-standard Items.

- (kk) To ensure that adequate safety and security measures (which shall be the sole responsibility of the Tenant) are taken for the protection of the Premises and

the properties and things stored thereon or placed therein.

- (ll) To be liable for any act, default, negligence or omission of the Tenant's contractors, employees, agents, occupiers, invitees or licensees as if it were the act, default, negligence or omission of the Tenant, and to indemnify and keep indemnified the Landlord and the authorized persons from and against all costs, claims, demands, expenses or liabilities (whether financial or otherwise) to any third party in connection therewith.
- (mm) To allow and facilitate public access to and appreciation of the Premises at reasonable hours free of charge for the promotion of cultural heritage and education purposes. The opening days and hours, and detailed arrangements shall be mutually agreed between the Landlord or AMO and the Tenant.
- (nn) Not to employ illegal workers, and in the event of breach of this Agreement, the Landlord shall be entitled to terminate the tenancy hereby created by three calendar months' notice in writing and the Tenant shall not be entitled to claim any compensation therefor and without prejudice to Clause (4)(j) hereof.
- (oo) To take all necessary steps and precautions at his own expense to protect the Premises:
 - (i) from damage caused by floods, white ants, termites, rats, insects, fire, storm, typhoon, landslip, leakage of pipes or drains, water, water leakage, gas leakage, electricity short-circuiting, wires and conduits, robbery, burglary, vandalism or the like; and
 - (ii) from becoming infested by termites, rats, mice, cockroaches or any other pests or vermin. For which purposes, the Tenant shall at his own cost and expense appoint a pest control specialist to carry out periodic inspection and monitoring to the timber building elements (including but not limited to timber windows, doors and roof structural members) against termite or rot infestation and to carry out pest control by bait system, and shall submit a copy of the quarterly termite inspection report containing information of the inspection and

monitoring result to the Landlord for record purpose. For avoidance of any doubt, the termite inspection report submitted to the Landlord should identify whether there is any sign of termite infestation to the timber structural elements of the buildings and structures existing on the Premises. If sign of termite infestation is detected, a corrective action and improvement proposal shall be submitted by the Tenant to the Landlord within one calendar month from the date of detection for written approval of the Landlord. The Tenant shall at his own cost and expense implement the said corrective action and improvement proposal forthwith upon approval of the said corrective action and improvement proposal by the Landlord.

- (pp) (i) Subject to Clauses (2)(i) and (2)(j) hereof, except with the prior written approval of the Landlord and the AMO, not to demolish or make or carry out any additions, installation, alterations, repairs and other works to the Premises.

- (ii) Upon the necessary approval under sub-clause (i) of this Clause(2)(pp) being given, to employ a specialist contractor from the List of Approved Suppliers of Materials and Specialist Contractors for Public Works - Repair and Restoration of Historic Buildings as published by the Development Bureau for the time or being any other appropriate contractor as may be agreed and approved by the AMO in advance to carry out such works (if approved) to the satisfaction of the Landlord and the AMO.

- (iii) To carry out works for the preservation, repair, restoration and renovation of the Premises in accordance with the Conservation Guidelines and all other requirements issued by the AMO and to the satisfaction of the AMO, and if required under the A&MO, to the satisfaction of the Antiquities Authority.

- (iv) Prior to the carrying out of any works as approved under sub-clause (i) of this Clause (2)(pp) to the Premises, to submit a set of photographs showing the state and condition of the Premises to the

Landlord and the AMO for record purpose. After the completion of the works as approved, the Tenant shall submit a set of photographs showing the state and condition of the Premises to the Landlord and the AMO for record purpose.

- (qq) If so required by the Landlord or AMO on the expiration or sooner determination of the tenancy hereby created to demolish and remove at the Tenant's own expense, and in all respects to the satisfaction of the Landlord and the AMO, all or any of the Tenant's repairs, additions, alterations, installations, works (whether structural or otherwise), equipment, structures, fixtures and fittings which are then standing on or forming part of the Premises and at the Tenant's own expense make good any damage to the Premises as a result of such demolition and removal and reinstate and restore the Premises in all respects to the satisfaction of the Landlord and the AMO at the Tenant's own expense without any compensation therefor being paid by the Landlord to the Tenant. In the event of the Tenant being so required but failing to demolish or remove any repairs, additions, alterations, installations, works (whether structural or otherwise), equipment, structures, fixtures and fittings and reinstate and restore the Premises, the Landlord may carry out such demolition, removal, reinstatement and restoration at the cost of the Tenant who shall pay to the Landlord on demand a sum equal to the cost thereof (it being agreed and declared that a certificate under the hand of the Landlord shall be final and conclusive as to the cost thereof and binding upon the Tenant).
- (rr) Not to carry out any works including landscaping works upon the slopes and other open areas of the Premises except with the prior written approval of the Landlord and the AMO and if required under the A&MO, the prior written approval of the Antiquities Authority; and prior to carrying out such works, to submit the plans and proposals to the Landlord and the AMO, and if required under the A&MO, to submit the said plans and proposals to the Antiquities Authority for his approval. After the completion of the works as approved, the Tenant shall submit a set of photographs showing the state and condition of the slopes and other open areas of the Premises to the Landlord and the AMO for record purpose.

- (ss) Not to remove or interfere with any tree growing on the Premises or adjacent thereto without the prior written consent of the Landlord and, if required under the A&MO, the prior written consent of the Antiquities Authority, who may in granting consent impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate. The Tenant shall maintain any garden or landscape within the Premises at his own costs.

- (tt) To permit the Landlord, his servants or agents at all reasonable times with or without notice to enter upon the Premises or any part thereof for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained.

- (uu) Not to erect or allow to remain on the Premises any building or structure (other than those specified in the Second Schedule hereto) without the consent in writing of the Landlord first had and obtained.

- (vv) To accept the Premises in such state and condition as existing on the date on which possession of the Premises is given. The Landlord gives no warranty, expressed or implied, as to the suitability, physical condition or state or safety of any structure or building or structures or buildings existing or erected on the Premises or any part or parts thereof for the use hereby permitted or proposed by the Tenant, whether in accordance with the terms and conditions herein contained or otherwise. The tenancy hereby created shall not be construed so as to condone any structures existing on the Premises not complying with the provisions of the Buildings Ordinance (Cap. 123), the Fire Safety (Commercial Premises) Ordinance (Cap. 502) or any other Ordinances, any regulations made thereunder and any amending legislation. Any action appropriate under the said Ordinances or any other enactment may be taken at any time. No compensation shall be payable by the Landlord to the Tenant for any cost, expense, claim, liability, loss or damage incurred by the Tenant for compliance with the aforesaid Ordinances or any Ordinances, regulations, bye-laws, rules and requirements of any Government department or other competent authority in respect of the occupation and use of the Premises.

- (ww) (i) Subject to this Clause, within six months from the commencement of the

tenancy hereby created or such time as may be approved by the Landlord, to complete the works and thereafter maintain the Premises at the Tenant's own expense in accordance with the plans, drawings, statements and proposals submitted by the Tenant together with the Form of Tender dated the [] day of [] 20[] in respect of the tenancy of the Premises subject to such amendments as may be required by the Landlord at his sole discretion and in compliance with the conservation requirements as specified in the Fifth Schedule hereto.

- (ii) The building formerly known as the "Old Stanley Police Station", as shown for identification purpose only edged red on the plan (Serial No. HKM 8) in Appendix I of the Fifth Schedule hereto, has been declared as monument under the Antiquities and Monuments Ordinance (Cap. 53) and falls within and forms part of the Premises (the said building is hereinafter referred to as "the Old Stanley Police Station"). The Tenant is required at his own expense to maintain the Old Stanley Police Station in a good and safe condition. For any works to be conducted in or to the Old Stanley Police Station, the Tenant shall apply for a permit under Section 6 of the Antiquities and Monuments Ordinance (Cap. 53) from the Antiquities Authority through the Antiquities and Monuments Office (hereinafter referred to as "the AMO"). The Tenant shall at his own expense employ a specialist contractor listed in the "List of Approved Suppliers of Materials and Specialist Contractors for Public Works - Repair and Restoration of Historic Buildings" as published by the Development Bureau to carry out such works to the satisfaction of the AMO, if approved.
- (iii) To ensure that there shall be no interference with the integrity and historic fabric of the Old Stanley Police Station and the architectural features as specified in Appendix II of the Fifth Schedule hereto without the prior written approval of the Landlord and the AMO.
- (iv) To repair and maintain the roof of the Old Stanley Police Station or replace the same in accordance with the conservation requirements as specified in the Fifth Schedule hereto and in compliance with all

Ordinances, regulations, bye-laws, rules and requirements of any Government department or other competent authority at the Tenant's own expense if it is beyond a reasonable repair condition. The Tenant also hereby acknowledges that the existing roof of the main building of the Old Stanley Police Station contains asbestos. For the purpose of this sub-clause (iv), the decision of the Landlord as to whether the roof of the Old Stanley Police Station is beyond a reasonable repair condition shall be final, conclusive and binding on the Tenant.

- (v) At the Tenant's expense to submit four sets of photographic records (both hard and soft copies) showing the condition of the Premises as at the commencement date of the tenancy hereby created to the Landlord prior to the carrying out of any works in the Premises to the satisfaction of the Landlord; and to submit four sets of photographic and cartographic records (both hard and soft copies) showing the as-built state and condition of the Premises to the Landlord within three months after the completion of the works in the Premises to the satisfaction of the Landlord.
- (xx) To repair or replace if so required by the appropriate company or authority under the Electricity Ordinance (Cap. 406) or any regulations made thereunder or any amendment thereto or re-enactment thereof all the electricity wiring installations and fittings within the Premises and the wiring from the Tenant's meter or meters to and within the Premises at the Tenant's own expense.
- (yy) At the Tenant's own expense to preserve the historical and architectural character of the Premises and to maintain and keep the Premises and all existing and additional structures, including retaining and boundary walls and fences (if any) belonging thereto and all fixtures therein and additions thereto in good and tenable repair and condition in compliance with the conservation requirements as specified in Appendix II of the Fifth Schedule hereto and in all respects to the satisfaction of the Landlord and the AMO and subject to Clause (2)(n)(i) and (2)(n)(ii) hereof so to hand over the same to the Landlord on termination of this Agreement.
- (zz) The security of the Premises and any property therein shall be the sole

responsibility of the Tenant, and in particular, the Tenant shall at his own expense:

- (a) ensure that adequate safety and security measures are taken for the protection of the Premises, the delivery and safe keeping of his goods to and in the Premises, and the transfer of monies from the Premises; and
 - (b) install and maintain such security protection and burglar alarm system for the Premises.
- (aaa) To take all necessary precautions for the storage, display or sale of any materials, goods or products which are used for fuel purposes or with product label with description of “flammable” within the Premises.
- (bbb) Except with the prior written consent of the Landlord, the Tenant shall not alter any main electricity cable, gas or water pipe or drain or heating apparatus in the Premises and not to cut or damage, or suffer to be cut, or damaged any of the doors, windows, walls partitions, staircases or floors of the Premises or to erect, install or alter any fixtures, partitioning or other erection or installation within the Premises or to alter any part of the main structure of the Building or other structural elements thereof or to attach anything to any structural wall or ceiling of the Premises or to paint or make any alteration whatsoever to the exterior of the Premises.
- (ccc) Not to use or permit or suffered the use of the Premises for residential, warehouse or private club purposes. For the purpose of this Clause, the Landlord’s decision as to whether the Premises is to be or has been used for residential, warehouse or private club purposes shall be final, conclusive and binding on the Tenant.
- (ddd) To perform and observe the Tenant’s obligations contained in this Agreement including the Special Conditions set out in the Fourth Schedule hereto.
- (eee) Not to use any gramophone, radio, television, loudspeaker, musical instrument

or similar apparatus or equipment in such a way that the same shall be audible outside the Premises.

(3) THE LANDLORD HEREBY AGREES WITH THE TENANT as follows:

To permit the Tenant upon his duly paying the rent and other charges and observing and performing the obligations on his part herein contained to have quiet possession and enjoyment of the Premises without any interruption by the Landlord or anyone lawfully claiming under or through or in trust for the Landlord until such time as this Agreement is determined.

(4) IT IS HEREBY MUTUALLY AGREED BETWEEN THE LANDLORD AND THE TENANT as follows:

- (a) That in case the rent or other outgoings hereby reserved or any part thereof payable by the Tenant shall be in arrears and unpaid for twenty-one days next after the same shall have become due (whether formally demanded or not), or if there is 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 Tenant herein contained or if the Tenant 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 Landlord at any time thereafter to 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 Landlord 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 rent and other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord PROVIDED THAT without prejudice to the Landlord's rights hereinbefore contained in the event of the rent 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 Tenant shall pay interest to the Landlord on such amount of the rent or other charges hereby reserved as is unpaid on the due date or dates calculated from the day immediately following such due date or dates until payment of all rent or other charges due and interest thereon have been paid by the Tenant to the Landlord, such interest to be calculated at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of the Hongkong and Shanghai Banking Corporation Limited.

- (b) (i) The Tenant shall on or before signing or execution of this Agreement deposit with the Landlord the sum of Hong Kong Dollars (HK\$) as security for the due payment of the rent, rates, taxes, assessments, duties, charges and other outgoings as aforesaid and the due payment of the licence fee, rent, rates, electricity charges, taxes, assessments, duties, charges and other outgoings (hereinafter collectively referred to as "Sums") payable under any other agreements of any other tenancies or leases or licences of any premises granted or to be granted by the Landlord to the Tenant (hereinafter collectively referred to as "Other Agreements") and the due performance and observance by the Tenant of all and singular the several provisions, conditions, terms and stipulations reserved and contained herein and in Other Agreements. The said deposit shall remain deposited with the Landlord throughout the term of this Agreement free of any interest to the Tenant.
- (ii) At the expiration or sooner determination of this Agreement if the Tenant shall have paid all rent, rates, taxes, assessments, duties, charges and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and all the Sums 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 Landlord shall refund the said deposit to the Tenant without interest thereon after the Tenant shall have duly delivered vacant possession of the Premises to the Landlord in accordance with

the provisions herein contained; but if there shall be any rent, rates, taxes, assessments, duties, charges, other outgoings 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 Landlord may apply such deposit towards payment of such arrears of rent, rates, taxes, assessments, duties, charges and other outgoings 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 Landlord first having recourse to any security deposit paid under Other Agreements, and the Landlord 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 or other corporation (as the case may be) or if there shall be any breach of provisions, conditions, terms or stipulations contained herein or in Other Agreements, the Landlord may apply such deposit towards remedying such breach without the Landlord first taking any actions or proceedings or commencing hearings against the Tenant (in so far as this may be possible) without prejudice to any other claim or remedy that the Landlord may have against the Tenant by reason of the breach. In which event, the Landlord shall only pay the balance (if any) of the said deposit to the Tenant.

- (iii) In the case of the Landlord exercising its right to 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 Tenant in payment of the rent, rates, taxes, assessments, duties, charges and other outgoings and interest payable under Clause (4)(a) hereof as aforesaid or in performance or observance of any of the provisions, terms, conditions and stipulations on the Tenant's part herein contained, the Landlord 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.
- (iv) Nothing contained in this Clause (4)(b) shall be so construed as preventing the Landlord from recovering from the Tenant 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 rent, rates, taxes, assessments, duties, charges or any other outgoings and interest thereon in advance; and accordingly in any action for recovery of possession for non-payment of rent, rates, taxes, assessments, duties, charges and other outgoings payable by the Tenant hereunder and any interest payable under Clause (4)(a) hereof, the Tenant shall be deemed to be in default if the same are not paid in accordance with the terms and conditions herein contained.

- (v) 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 Tenant shall be deemed to be in default if the same are not paid in accordance with the terms and conditions of Other Agreements.
 - (vi) Nothing contained in this Clause (4)(b) shall affect or prejudice the rights and interests of the Landlord under Other Agreements or any provisions, conditions, terms and stipulations contained in Other Agreements, or shall prevent the Landlord from recovering from the Tenant 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 Landlord 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 Landlord first having recourse to any security deposit paid under Other Agreements or taking any actions or proceedings or commencing hearings under Other Agreements.
- (c) That if the Premises or any part thereof are rendered uninhabitable, inaccessible or unsuitable for use for the purpose specified in Clause (2)(b)

hereof by fire, storm, wind, water, typhoon, defective construction, white ants, earthquake, landslip or any other calamity beyond the control of the Landlord and not attributable to any failure on the part of the Tenant to observe and carry out his obligations herein contained (hereinafter individually referred to as "the Event"), the rent or a part thereof proportionate to the extent to which the Premises shall have been so rendered uninhabitable, inaccessible or unsuitable as aforesaid shall from the date when the Event occurs abate and cease to be payable until the Premises or such part thereof shall have been again rendered fit for occupation or be accessible or suitable for use by the Tenant at his own cost if so required by the Landlord for the purpose specified in Clause (2)(b) hereof but save as aforesaid no compensation shall be payable by the Landlord to the Tenant PROVIDED ALWAYS THAT the Landlord shall not be required to reinstate or repair the Premises or any part thereof AND PROVIDED ALWAYS THAT if in the Landlord's opinion it is not practicable or reasonable to reinstate or repair the Premises or such part thereof, the tenancy hereby created may be determined by the Landlord by written notice without any compensation payable to the Tenant.

- (d) That no compensation shall be payable by the Landlord to the Tenant in respect of any loss or damage caused to the Tenant or others by reason of:
 - (i) any water flowing on to the Premises or fire or landslip or subsidence on, or to, or of, or from the Premises; or
 - (ii) any other causes beyond the control of the Landlord (including but not limited to any loss or damage caused to the Tenant or others by any default, breakage, interruption or failure in the supply of electricity, air-conditioning, water or other utilities to the Premises, or any breakdown or suspension of building facilities in the Estate).
- (e) That this Agreement shall be governed by and constructed in accordance with the laws of Hong Kong.
- (f) Notwithstanding Clause (1) hereof, that the Landlord 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 Tenant three calendar months' notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Landlord's right to enforce any antecedent breaches the tenancy of the Premises or any part thereof so resumed shall cease, determine and be void and the Tenant 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 Landlord to the Tenant in respect of the Premises or any part so resumed regardless of whether the Landlord shall terminate this Agreement during the term of the tenancy.

- (g) That if the Premises are not being used or operated to the satisfaction of Landlord, or if at any time during the term of the tenancy hereby granted the Premises or any part thereof has ceased to be used or operated for the purpose specified in Clause (2)(c) hereof to the satisfaction of the Landlord, or the extent of the use thereof for such purpose has so diminished that the retention of the Premises or any part thereof for such purpose is no longer justified (as to which the decision of the Landlord shall be final, conclusive and binding on the Tenant), the Landlord shall have the right to terminate this Agreement and retake possession of the Premises upon giving three calendar months' notice in writing to the Tenant to that effect. No compensation shall be payable by the Landlord in regard to any loss or damage occasioned by the Tenant arising from such termination.
- (h) (i) That, on sooner determination of this Agreement in whatsoever manner, the Tenant shall have no right whatsoever to claim compensation in any form or re-provisioning of accommodation from the Landlord;
- (ii) without prejudice to the Landlord's rights to enforce any antecedent breaches, the tenancy of the Premises or any part thereof so resumed (as the case may be) shall cease, determine and be void and the Tenant

shall quit and deliver up vacant possession of the Premises or any part thereof so resumed (as the case may be) upon the expiration of any of the hereinbefore mentioned notice of termination. For the avoidance of doubts, the Tenant shall, subject to Clauses (2)(j) and (m) hereof, reinstate the Premises or any part thereof so resumed (as the case may be) to their original state and condition as existing on the date on which possession of the Premises was first given to the Tenant, and make good any damage to the Premises resulting from such reinstatement in all respects to the satisfaction of the Landlord before the said delivery of vacant possession (it being agreed and declared that the Landlord's opinion and record as to what is the original state and condition of the Premises shall be final and conclusive and binding on the Tenant); and

- (iii) no compensation whatsoever shall be paid by the Landlord to the Tenant in respect of the Premises or any part so resumed (as the case may be) regardless of whether the Landlord shall terminate this Agreement during the term of the tenancy.
- (i) (i) That any notice to be served by the Landlord or his officers under the terms and conditions of this Agreement shall be deemed to be sufficiently served on the Tenant 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.
- (ii) That any notice to be served by the Tenant on the Landlord under this Agreement shall be addressed to the Chief Property Manager, Government Property Agency for and on behalf of the Landlord and served on the Landlord by post or by leaving the same at the address of the Government Property Agency mentioned hereinbefore or as may be notified from time to time.
- (j) That wherever in this Agreement it is provided:

- (i) that the Landlord, the AMO, the Antiquities Authority or his 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 Tenant or on the failure of the Tenant to carry out such works or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord or to his 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 Landlord or by his duly authorized officers whose determination shall be conclusive; or
 - (ii) that the prior approval or consent of the Landlord or his duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion.
- (k) That where the context so admits or requires the expression “the Tenant” shall mean the party entering into and signing/executing this Agreement and shall include his executors or administrators or in the case of a corporation his successors 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.
- (l) That each party shall bear his own costs in connection with the preparation of this Agreement; and that the Landlord shall arrange for the stamping of this Agreement and its counterpart, and the Tenant shall pay the adjudication fee and fifty (50) per cent 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).
- (m) That at the expiration of the term of the tenancy hereby created, this Agreement shall be deemed to be automatically terminated and the Tenant shall surrender and deliver up vacant possession of the Premises to the Landlord in accordance with the terms, covenants, conditions and

provisions herein contained and in all respects to the satisfaction of the Landlord. The Landlord shall have the full right to arrange for any new tenancy of the Premises at his sole discretion and the Tenant shall upon prior notice given by the Landlord allow prospective tenants to enter upon and inspect the Premises at all reasonable times within six calendar months immediately preceding the expiration of the tenancy hereby created.

- (n) That subject to the provisions of Clause (2)(k) hereof any purported assignment, mortgage, charge, subletting, underletting, sub-licensing, demise, sharing or parting with the possession or other disposal of the Premises or any part thereof or any attempt thereat by the Tenant shall without prejudice to any rights of the Landlord be absolutely void and of no effect whatsoever.
- (o) That the Tenant consents to the Landlord disclosing to any third party (whether individual, corporate body, members of the public or other organization) his name, the date of this Agreement, the date of commencement of the tenancy, the term of the tenancy, the amount of rent, the location, area, usage of the Premises and permitted structures thereon, and agrees that the consent shall survive the expiry or termination of this Agreement.
- (p) (i) Notwithstanding anything herein, upon the occurrence of any of the following events, the Landlord may terminate this Agreement with immediate effect:
 - (a) the Tenant has engaged, or is engaging, or is in the Landlord'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 tenancy hereby created is or shall in the

Landlord'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 clause shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Landlord to terminate this Agreement shall be final, conclusive and binding on the Tenant.

- (ii) Upon exercising the right under Clause (4)(p)(i) and without prejudice to any right of action of the Landlord 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 Tenant herein contained, the tenancy hereby created shall cease and determine and the Tenant shall in accordance with the terms and conditions herein contained quit and deliver up vacant possession of the Premises to the Landlord in all respects to the Landlord's satisfaction and upon the exercise of such right no compensation whatsoever shall be payable by the Landlord to the Tenant.

- (q) That the benefit of this Agreement is personal to the Tenant and not assignable or transferable and the rights given in and the benefits of this Agreement may only be exercised by the Tenant 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 Tenant 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 Tenant which is a partnership, the taking in of one or more new partners whether on the death or retirement of an existing partner or otherwise;

- (iii) the giving by the Tenant 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 Tenant's business name without the prior written consent of the Landlord;
 - (v) the holding on trust by the Tenant of the rights to use the Premises;
 - (vi) the assignment or sharing of any revenues from the Tenant's operation on the Premises; and
 - (vii) any arrangement whereby de facto management and/or control of the Tenant's operation on the Premises is vested in or exercisable by any person other than the Tenant.
- (r) That the Landlord shall have the full right to terminate this Agreement if the Tenant, 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 tenancy hereby created.
- (s) That this Agreement constitutes the entire agreement of the parties about the subject-matter of this Agreement, and that no conduct, statement, representation or promise made by either the Tenant or duly authorized officers of the Landlord has been relied upon by the other party to enter into this Agreement, and that no communications, understandings, representations, promises, oral or written statements, warranties, arrangements or agreements, conditions made by either the Tenant or duly authorized officers of the Landlord prior to the execution of this Agreement with respect to the subject-matter of this Agreement may in any way be read or incorporated into this Agreement.
- (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) That the Antiquities Authority reserves his right of control of a proposed monument or a monument. In any case, the A&MO shall prevail over the terms, conditions and covenants of this Agreement.

- (v) That the Landlord does not warrant, represent or undertake that the Premises are fit or suitable for any particular purpose, use, trade or business whatsoever and the Tenant shall at his own expense obtain all requisite licence(s), permit(s), consent(s), waiver(s) or approval(s) from relevant Government departments or other competent authority in connection with the use and occupation of the Premises prior to the commencement of the Tenant's business and shall in all respects comply with the agreements, conditions, terms and stipulations herein contained.

- (w)
 - (i) That notwithstanding anything to the contrary herein, the Landlord and the Tenant shall first refer any dispute or difference arising out of or in connection with this Agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time; and

 - (ii) If the said dispute or difference is not settled by mediation according to Clause (4)(w)(i), the Landlord or the Tenant may institute litigation in respect of the said dispute or difference. The Landlord and the Tenant agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

FIRST SCHEDULE

Particular of the Premises : All that piece or parcel of ground situate at No. 88 Stanley Village Road, Stanley, Hong Kong comprising a total site area of 445 square metres or thereabouts together with such buildings or structures erected thereon which are for the purpose of identification only shown coloured pink and pink hatched black on the plan (Plan No. GPA H22519) annexed hereto.

Term and Date of Commencement

Three (3) years commencing on the day of 2025 to the day of 2028
(both days inclusive)

Purposes for which the Premises shall be used

- (i) Retail shop and service trades (excluding temple, shop for retailing or wholesaling of coffin, godown, hotel, cinema, residential, office and any offensive trade as defined under the Public Health and Municipal Services Ordinance (Cap. 132), any regulations made thereunder and any amending legislation); or
- (ii) Restaurant; or
- (iii) Exhibition or convention hall; or
- (iv) Recreational or cultural use; or
- (v) Any combination of (i) to (iv) above

PROVIDED THAT the Premises or any part thereof shall not be used for the purpose of bank, off-course betting centre or motor vehicle showroom.

For the purposes of this Schedule, the Landlord's decision as to whether the Premises is used for temple, shop for retailing or wholesaling of coffin, godown, hotel, cinema, residential, office, offensive trade, bank, off-course betting centre or motor vehicle showroom purpose shall be final, conclusive and binding on the Tenant.

SECOND SCHEDULE

One two-storey pitch-roof building with a partial basement and a single storey out-building surrounding courtyard having a total floor area of 660 square metres or thereabouts as shown for identification purpose only coloured pink hatched black on the plan (Plan No. GPA H22519) annexed hereto.

THIRD SCHEDULE

The Tenant shall pay to the Landlord in advance a monthly rent of Hong Kong Dollars (HK\$) (exclusive of rates and any other outgoings whatsoever) without any deduction or set off on or before the first day of each calendar month during the term of the tenancy hereby created. The first of such payments shall be made upon the signing or execution of this Agreement.

FOURTH SCHEDULE

Special Conditions referred to in
Clauses (2)(ddd) of this Agreement

1. The Tenant 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 Ordinances for the time being in force or allow any person to remain on the Premises overnight unless with the prior written approval of the Landlord.
2. The Tenant shall not conduct any closing down or liquidation sale or sale by auction or otherwise permit any other activity of a similar nature to take place in the Premises.
3. The Tenant shall not put up any sign, signboard, notice placards, posters and any advertisement structures within or on the exterior of the Premises except with the prior written consent of the Landlord and the AMO. Signs denoting the name of the Tenant's business may be installed at the external perimeter of the Premises subject to the prior written approval of the Landlord and any conditions that the Landlord may impose.
4. Only goods which are the property of the Tenant may be displayed, kept or sold in the Premises.
5. The Tenant shall operate its business in accordance with good commercial practice and in all respects to the satisfaction of the Landlord and shall ensure that the reputation of the Premises, the goodwill and reputation of the Landlord will not in any way be prejudiced.
6. No cigarettes, cigars or other tobacco related products shall be displayed or sold at the Premises.
7. The Tenant shall have no right of ingress or egress to or from the Premises for the passage of motor vehicles.
8. The Tenant shall not carry on or permit any activity or works on the Premises which in the opinion of the Landlord may adversely affect the stability of the Premises and of land and structures within or surrounding the Premises.

9. The Tenant shall, if so required by the Landlord, at his own expense fence the Premises to the satisfaction of the Landlord.

10.
 - (a) In the event of spoil or debris from the Premises or from other areas affected by any works on the Premises being eroded and washed down or dumped onto public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties, the Tenant shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Tenant shall indemnify and keep indemnified the Landlord from and against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

 - (b) Notwithstanding sub-clause (a) of this Special Condition, the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties referred to in the said sub-clause (a).

11.
 - (a) The Tenant shall at his own expense and to the satisfaction of the Landlord make good any damage done to adjoining public roads including street furniture by the Tenant, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the Premises.

 - (b) Notwithstanding sub-clause (a) of this Special Condition, the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, make good any damage done to the adjoining public roads including street furniture referred to in the said sub-clause (a).

12. No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the Landlord.

13. The Tenant shall construct and maintain at the Tenant's own expense, to the satisfaction of the Landlord, such drains and channels, whether within the boundaries of the Premises or upon adjacent Government land, as the Landlord may consider necessary, to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all water which may fall or flow on to the Premises and to be solely liable for, and to indemnify and keep indemnified the Landlord and his officers from and against, all actions, claims, liability and demands arising out of any damage or nuisance caused by such water.
14. The works of connecting any drains and sewers from the Premises to the Government stormwater drains and sewers, when laid and commissioned, may be carried out by the Landlord who shall not be liable to the Tenant for any loss or damage thereby occasioned and the Tenant shall pay to the Landlord on demand the cost of such connection works. Alternatively, the said connection may be constructed by the Tenant at his own expense to the satisfaction of the Landlord and in such case any section of the said connection works which is constructed in Government land shall upon demand be handed over by the Tenant to the Landlord for future maintenance thereof at the expense of the Landlord and the Tenant shall pay to the Landlord on demand the cost of the technical audit in respect of the said connection works.
15. Any foundations to be constructed near or adjoining any water main, sewer, storm-water drain or nullah within or adjoining the Premises shall comply with the requirements of the Landlord.
16. The drainage of any building or structure erected on the Premises shall be effected as may be required by the Landlord, and the Tenant shall make all arrangements at his own expense and to the satisfaction of the Landlord for the treatment and disposal of foul or contaminated water by the construction, operation and maintenance of suitable works either within the Premises or on Government land or otherwise and on such terms as the Landlord shall require, and the Tenant shall be solely liable for any damage or nuisance caused thereby.
17. The Landlord does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.

18. The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hereinafter referred to as "the Works and Services") being or running upon, over, under or adjacent to the Premises or any part thereof, provided that the Tenant before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit his proposals for dealing with any of the Works and Services in writing to the Landlord for his approval in all respects, and shall not carry out any work whatsoever until the Landlord shall have given his written approval to the works and to such proposals aforesaid and shall comply with any requirement of the Landlord in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at the Tenant's own expense repair, make good and reinstate in all respects to the satisfaction of the Landlord any damage or disturbance caused to the surface of the Premises or any part thereof or any of the Works and Services running on, over, under or adjacent to the Premises in any manner arising out of any such construction, maintenance, renewal or repair work. If the Tenant fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Premises or any part thereof or of any of the Works and Services to the satisfaction of the Landlord, the Landlord may carry out any such diversion, relaying, repairing, reinstatement or making good as he considers necessary and the Tenant shall pay to the Landlord on demand the cost of such works.
19. A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance (Cap. 102) or any enactment amending or replacing the same, but no guarantee is given that any water that is supplied will be continuously available.
20. No water from Government mains shall be used for flushing purposes on any part of the Premises without the written consent of the Water Authority. Consent to use fresh water from the mains for such purposes may be given if an alternative supply is impracticable and evidence to the effect is offered to and accepted by the Water Authority. If a mains supply of salt water is provided, the Tenant shall not implement his proposals for

plumbing until such proposals have been approved in writing by the Water Authority. In the event of an alternative supply proving inadequate, the fact that salt water may in the future be unsuitable for the plumbing installed will not be accepted as a justification for the use of mains fresh water for flushing purposes.

21. Except with the prior written consent of the Water Authority, no water from Government mains shall be used for any heating, cooling or humidification purpose.
22. No external addition to the Premises shall be allowed.
23. No major internal alteration to the Premises including but not limited to the roof, walls and floors of the Premises that in the opinion of the AMO will irreversibly alter the historic element of the Premises shall be allowed.
24. Drainage traps such as grease traps, petrol interceptors, etc., if required, shall be under proper maintenance. The drainage traps shall have sufficient capacity to ensure the proper collection and disposal of fuel, lubricants and chemicals.
25. The Tenant shall not cut away, remove or set back any Government land adjacent or adjoining the Premises or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Landlord who may, at his sole discretion, give his consent subject to such terms and conditions as he see fit, including the grant of a tenancy of additional Government land as an extension to the Premises at such rent as he may determine.
26. (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Landlord, either within the Premises or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Premises or any part thereof or any other works required to be done by the Tenant under this Agreement, or for any other purpose, the Tenant shall at his own expenses carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Premises and also any

adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Tenant shall at all times during the term of the tenancy hereby created maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Landlord.

- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Landlord's right under this Agreement, in particular Special Condition No. 27 hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Tenant or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Premises or from any adjacent or adjoining Government or leased land, the Tenant shall at his own expense reinstate and make good the same to the satisfaction of the Landlord and shall indemnify and keep indemnified the Landlord, his agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of the terms and conditions of this Agreement, the Landlord shall be entitled by notice in writing to call upon the Tenant to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Tenant shall neglect or fail to comply with the notice to the satisfaction of the Landlord within the period specified therein, the Landlord may forthwith execute and carry out any necessary works and the Tenant shall on demand repay to the Landlord the cost thereof, together with any administrative or professional fees and charges.

27. The Tenant shall give notice in writing to the Landlord or his agent of any damage to the Premises and of any accident to or defects in the water and gas pipes (if any), electrical wiring or fittings, fixtures, equipment or other services or facilities including but not limited to air-conditioning, ventilation system and fire services installation within the

Premises and to repair such damage and defects to the satisfaction of the Landlord failing which such repairs shall be undertaken by the Landlord at the Tenant's expense with the expense so incurred at the sole determination of the Landlord.

28. If the Tenant shall have obtained the consent or approval of the Landlord or the AMO whether or not pursuant to the provisions herein contained, the Tenant shall observe and comply with the terms and conditions on which such consent or approval is given and in addition, the Tenant shall in carrying out any works on the Premises follow all instructions and directions of the Landlord or the AMO or their duly authorized officers in relation thereto.
29. The Tenant shall not employ illegal workers and in the event of breach of this Special Condition, the Landlord shall be entitled to terminate the tenancy hereby created by three calendar months' notice in writing and the Tenant shall not be entitled to claim any compensation therefor.
30. The Landlord shall have the absolute right at his sole discretion to permit any premises for use as retail or service business for the purposes as specified in the First Schedule hereto or any other purposes and the Tenant shall make no objection thereto and shall have no right to claim compensation whatsoever for such permission.
31. No human or animal remains whether in earthenware jars, cinerary urns or otherwise shall be deposited or stored within the Premises.
32. No plastic bottled water measuring 1 litre or less shall be sold through the automatic vending machine(s) at the Premises, if any, except with prior written approval of the Landlord.
33. (a) (i) The Tenant shall not provide plastic straws for any customers.

(ii) The Tenant shall provide reusable tableware item(s) for dine-in customers and shall not provide any type or item of disposable cutlery (e.g. stirrer, fork, knife, spoon and chopsticks) and disposable food / drink containers (e.g. cups, bowls, dishes, plates and boxes) for dine-in customers.

- (iii) Subject to sub-clause (iv) of this Special Condition, the Tenant shall not provide any type or item of disposable cutlery (e.g. stirrer, fork, knife, spoon and chopsticks) and disposable food / drink containers (e.g. cups, bowls, dishes, plates and boxes) for take-away customers.
- (iv) If requested by take-away customers, the Tenant may provide disposable non-plastic cutlery (e.g. wood or bamboo) and disposable non-plastic food / drink containers (e.g. paper, plant fiber or metal foil) on a need basis for take-away food or drinks PROVIDED THAT such non-plastic disposable cutlery is not provided in sets. Subject to the Landlord's prior written approval, the Tenant may provide, charge and recover the cost of the disposable non-plastic tableware item(s) from those customers in line with the "user pays" principle. In any event, the Tenant shall not provide disposable plastic tableware.
- (v) Sub-clauses (iii) and (iv) of this Special Condition shall also apply to any food / drinks not consumed by a dine-in customer which the customer wishes to take away and for this purpose the customer shall be regarded as a take-away customer of the food / drinks to be taken away.
- (vi) Under this Special Condition:
 - (i) plastic includes poly-foam, polyethylene, poly-lactic acid (PLA), oxo-plastic and all other types of plastic. It also includes paper coated with plastic or plastic lining; and
 - (ii) tableware includes straws and stirrers, cutlery (e.g. stirrer, fork, knife, spoon and chopsticks), food / drink containers (e.g. cups, bowls, dishes, plates and boxes) and individually packed wet tissues.
- (vii) The Tenant shall comply with the requirements and conditions as stipulated in sub-clauses (i) to (vi) of this Special Condition in all respects to the satisfaction of the Landlord and the decision of the Landlord as to whether the Tenant has complied with those requirements and conditions in all

respects to the satisfaction of the Landlord shall be final, conclusive and binding on the Tenant.

- (viii) In the event that the Tenant fails to comply with the requirements and conditions as stipulated in sub-clauses (i) to (vi) of this Special Condition to the satisfaction of the Landlord, without prejudice to any other right or remedy which the Landlord may have in relation to any breach, non-compliance and non-performance of the conditions of this Agreement on the part of the Tenant, the Landlord shall have the right to institute appropriate actions against the Tenant, including but not limited to applying lower marks in the future assessment of, or barring applications for, renewal of existing tenancy, and/or tender for new tenancy by the Tenant; and the Landlord shall have the right to terminate the tenancy hereby created by giving the Tenant three calendar months' notice in writing without refund of the Monthly Rent, management fees or other charges already paid or any part thereof or compensation therefor being payable to the Tenant.

FIFTH SCHEDULE

(referred to in Clauses (2)(yy) hereof)

**Conservation Requirements for
the Old Stanley Police Station at No. 88 Stanley Village Road, Hong Kong**

1. General

- 1.1 Situate at No. 88 Stanley Village Road, the Old Stanley Police Station, as shown on the site plan (Serial No. HKM 8) at Appendix I, was declared a monument in 1984 under the Ordinance.
- 1.2 The following conservation requirements, prepared by the AMO, are issued for the guidance of the Tenant, in order to preserve the character and integrity of the Premises.
- 1.3 Before any acts as referred to in section 6(1)(a) and (b) of the Ordinance is carried out within the monument boundary, such as excavation, building or other works, or interference with the monument, including the work included in the attached Appendices, a permit under section 6 of the Ordinance must first be obtained from the Antiquities Authority (i.e. the Secretary for Development) through the AMO before any works can be commenced.
- 1.4 In order to have a better understanding of heritage conservation, the Tenant is advised to make reference to the Charter of Venice (ICOMOS), the Burra Charter (ICOMOS Australia) and the Principles for the Conservation of Heritage Sites in China (China ICOMOS), which give the established international principles in heritage conservation (<http://www.icomos.org/en/charters-and-texts>).
- 1.5 All building works required to the Premises should be carried out by a specialist contractor from the List of Approved Suppliers of Materials and Specialist Contractors for Public Works - Repair and Restoration of Historic Buildings as published by the Development Bureau, and such work shall be to the satisfaction of the AMO, if approved.

2. Statement of Significance of the Old Stanley Police Station

2.1 Cultural and Historical Values

The Old Stanley Police Station built in 1859, is now the oldest surviving police station building in Hong Kong. During the early years, the station was used from time to time by the Army in conjunction with the police because of its strategic location as the most southerly outpost on Hong Kong Island. During the invasion of Hong Kong in World War II (1941), the Premises was the centre for one of the

final battles before the surrender. Between 1942 and 1945, the Premises was the local headquarters and mortuary of the Japanese Gendarmerie. After the war, the Premises reverted to its former use as a police station until 1974, when a larger replacement building was erected across the road. Since then it had been used as a sub-office of Southern District Office, a restaurant and a supermarket. The premises has been part of the everyday life of the Stanley residents for nearly 150 years.

2.2 Architectural Values

The police station consists of a 2-storey main block, a courtyard and a “U-shaped” single-storey annex. Both buildings were of traditional Chinese tiled pitched roof construction, but the original clay tiles of the main building have been replaced by asbestos sheet probably in the early 1960’s; however the annex still retains its clay tiled roof. The front elevation of the building is dominated by a 1/F verandah, and regular spaced windows (with shutters), which gives this elevation a symmetrical classical appearance.

2.3 Architectural Features:

The external and internal architectural features listed in Appendix II must be preserved in-situ, repaired and maintained as necessary and where possible kept unobstructed and visible.

3. **Conservation Approach of the Premises**

- 3.1 The Premises should be conserved in-situ, repaired, restored, and maintained as necessary. In the event of any removal, replacement or re-instatement of the features as listed in Appendix III, the Tenant shall at his own expense and in all respects to the satisfaction of the AMO carry out the treatments as required in Appendix III or any other measures as proposed to and approved by the AMO. The building fabric should be restored and reinstated to the state that recovers and reveals the cultural significance of the Premises.
- 3.2 The extent and details of any permitted adaptation or alteration to any part of the monument is subject to the approval of the AMO.
- 3.3 Original configuration of significant spaces and fabrics which reflect historically significant uses of the Premises shall be retained.
- 3.4 Any proposed treatment to the external faces and interior of the Premises should enhance the historic style and appearance of the premises; inappropriate modern fittings should be avoided.

3.5 External Elevations:

- 3.5.1 The original external facades of the Premises should generally be left unaltered and must not be disturbed.
- 3.5.2 Shutters, windows and doors (including guard bars) should all be retained, repaired where necessary and repainted.
- 3.5.3 No major external additions or alterations to the Premises will be allowed.
- 3.5.4 Redecoration – If external redecoration of the Premises is necessary, it is to be carried out using colours that are compatible with its age and character and the paint system is to be “reversible” (i.e. permanent specialist coating systems are not permitted).
- 3.5.5 Signage – Any fixed signage is to be in keeping with the age and character of the external of the Premises and is to be approved by AMO prior to installation. But, there is no restriction on the type/design of temporary signage, e.g. banners, displays, etc., providing the size and the number of such signs are not excessive.
- 3.5.6 Conservation including routine maintenance and repair are also required to the following external features :
 - i) Old granite retaining walls along the south-western part of the site; and
 - ii) Granite stone plinth at the rear elevation of the Premises.

3.6 Interiors:

- 3.6.1 All existing internal load-bearing or other structural walls/partitions are to be retained in-situ and left unaltered.
- 3.6.2 Other proposed alterations to the interior of the Premises should be “reversible” and compatible with the age and character of the Premises; alterations or additions that will adversely affect the structural stability of the historic buildings will not be permitted.
- 3.6.3 Redecoration – There is no restriction on the style or colours for the internal redecoration of the Premises, provided the paint system used is “reversible”.
- 3.6.4 As many as possible of the “Architectural Features” listed in Appendix II, should be retained so as to be reasonably visible by visitors to the Premises and should not be obstructed or covered by racking, shelving, displays, etc.

3.7 Requirements of Buildings Department:

Upgrading of fire safety measures is required under the Fire Safety (Commercial Premises) Ordinance and the mandatory works as may be required by the Buildings Department must also be complied with. For the guidance of the potential Tenant, Appendix IV lists some options which may be followed in order to conserve the historic and architectural significance of the Premises whilst improving the fire services facilities to meet current standards.

4. Conservation Management Plan

4.1 The Tenant shall at his own expense submit a Conservation Management Plan (including the preservation, maintenance and management plans) for the Premises to the Antiquities Authority, through the AMO, for approval before commencement of any building work on the site, and shall at his own expense implement the approved Conservation Management Plan to the satisfaction of the AMO.

5 Heritage Display at the Premises

In order to retain a meaningful reference to the historic character and heritage value of the Premises, the Tenant shall at his own expense and in all respects to the satisfaction of the AMO:

- (a) install and maintain sufficient information boards and descriptive captions at suitable locations in the Premises to explain the history of the police station and the architectural features as listed in Appendix V respectively;
- (b) submit a plan (including the display text) for this heritage display, in conjunction with the Conservation Management Plan, to the AMO for approval;
- (c) implement and maintain the approved heritage display; and
- (d) avoid obstruction or deface to the architectural features as listed in Appendix V, the information boards and the descriptive captions for public viewing.

NOTE: *“Reversible”—Is an act or process which can be undone or removed at a later date without causing material injury, loss, damage or change to the historic site or the historic building as the case may be.*

ANTIQUITIES AND MONUMENTS ORDINANCE (CAP. 53)
PLAN OF OLD STANLEY POLICE STATION, HONG KONG ISLAND
DEPOSITED IN THE LAND OFFICE, VICTORIA, UNDER SEC. 3 (4)

SERIAL No. HKM 8



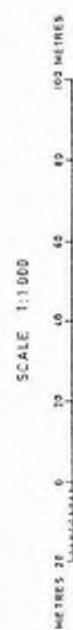
EDGED RED AREA 445 m² (ABOUT)

Appendix I

Tommy

DIRECTOR OF URBAN SERVICES
DATE 12/2/1983

Survey Sheet No. 15 - HK 1100



Hong Kong Districts Lands Office
Lands Department




Prepared by
Survey Division, Lands Department





Scale 1:1000





List of Architectural Features to be Preserved





The following architectural and constructional fixtures, features and elements of construction, are considered to have important heritage value to the building and they are therefore required to be repaired (if necessary), and properly preserved in-situ.




EXTERNAL

Architectural Features	Photos
External Area	
Front Elevation, East Side. Three <u>granite steps</u> from footpath up to the Front Verandah	
Stone Benches outside the Premises Granite benches outside external wall. (although not within the monument site boundary they should be retained)	
Elevations – General	
<u>Walls</u> Granite stone lower wall and plinth laid in coursed- rubble style (Note: the protruding cement pointing is a recent and non-traditional repair)	

Architectural Features	Photos
<p><u>Structure</u> Historic masonry work including granite beam, window surrounds, decorative moulding above windows and plaster architrave at high level</p>	
<p><u>Windows to G/F and 1/F</u> Jalousies (shutters), glazed windows and doors with timber frames and period style ironmongery</p>	
<p><u>Tie Rods</u> Wrought-iron tie rod endplates at 1/F and roof levels</p>	
<p><u>Rain Water Fittings</u> Original drainage fittings, including cast iron rainwater downpipes and hopper heads</p>	

Architectural Features	Photos
Front Elevation	
Main Entrance Old metal security gate and granite surround to door	
Granite beam supporting Verandah above	
Granite door cill to Main Entrance	
AMO brass plaque fixed to wall near Main Entrance	

Architectural Features	Photos
<p><u>French Windows to 1/F</u> Glazed windows and doors with timber frames and period style ironmongery</p>	
<p><u>1/F Verandah</u> Brick columns with moulded capitals, and balustrades</p>	
<p><u>Front Elevation of the Annex</u> <u>Block Windows</u> Jalousies (shutters), glazed windows, timber frames and period style ironmongery</p>	
East Elevation	
<p>French Windows to G/F and 1/F, Rain Water Fittings and Walls_ Granite stone lower wall As above</p>	

Architectural Features	Photos
<p><u>Tie Rods and Windows</u> All as above</p>	
<p>Rear Elevation Granite masonry wall, timber windows and granite cills</p>	
<p>Three granite steps up from footpath into rear entrance</p>	
<p>Recess in granite external wall presently used for fire services installation</p>	





Architectural Features	Photos
Granite rain water spout	 A close-up photograph of a rectangular granite rain water spout protruding from a white-painted wall. The spout is made of rough-hewn, greyish-brown granite and is mounted on a ledge above a stone wall.
West Elevation	
Historic masonry work including granite beams, window heads and cills; Windows, jalousies (shutters) with timber frames and period style ironmongery	 A wide-angle photograph of the West Elevation of a white building. The building features a gable roof with a chimney, a central window with dark green shutters, and a small circular window above it. The facade is made of white masonry with visible joints.
<u>Tie Rods</u> as above <u>Cat ladder</u> (wrought iron) giving access to chimney	 A close-up photograph of a white wall showing a vertical row of tie rods. A wrought iron cat ladder is attached to the wall, providing access to a chimney. A wooden beam is visible in the foreground.




Architectural Features	Photos
<p><u>Annex Block – West Elevation</u> Historic masonry work including granite beam, window cills; Windows with timber frames and period style ironmongery</p>	
<p>Roof</p>	
<p><u>Single-storey Annex</u> Pitched roof covered with double layer Chinese pan and roll tiles supported by timber purlins and battens; Brick chimney stacks</p>	
<p><u>Main Block</u> Timber roof structure, including beams, trusses, etc. (Note: the roof covering is asbestos sheeting and is NOT a historic feature); Brick chimney stacks (two)</p>	

INTERNAL

Architectural Features	Photos
<p>G/F Internal timber staircase (but not the later metal handrail and balustrade)</p>	 A photograph showing a wooden staircase with a large, rough-hewn timber post supporting the ceiling. The stairs are made of dark wood and lead upwards. The walls are white, and there is a window at the top of the stairs.
<p>Staircase Enclosure Two window openings and window surrounds that have been temporarily blocked up by plywood boarding.</p>	 A photograph of a staircase enclosure. The walls are white, and there are two window openings. The window surrounds are blocked up with plywood boarding. The ceiling is made of dark wood.
<p><u>Former Armoury</u> Grey brick vaulted ceiling (view from directly underneath)</p>	 A photograph showing a grey brick vaulted ceiling. The bricks are arranged in a pattern that creates a series of concentric arches. The view is from directly underneath the ceiling.
<p>Former Armoury Brick arch and granite lintel above Entrance Door (view from inside the Armoury)</p>	 A photograph showing a brick arch and a granite lintel above an entrance door. The arch is made of grey bricks, and the lintel is made of a light-colored granite. The view is from inside the armoury.

Architectural Features	Photos
Three granite steps leading up from Courtyard into Main Block	
Three original granite threshold of prison cell	
Granite stone walls and beam	
Timber boarded ceiling above (at 1/F level), also timber clad columns	

Architectural Features	Photos
<p>G/F & 1/F Timber floors to both G/F and 1/F</p>	
<p>1/F Three old cast iron fire places and chimney breasts</p>	
<p>6 stone corbels at 1/F roof truss (two for each of the main roof trusses)</p>	
<p>Timber roof structure, including beams, trusses, etc.</p>	

Architectural Features	Photos
Wrought-iron ties and circular tie plate fixed to external wall at upper floor level	
Single-storey Annex	
Chinese pan and roll tiles supported by timber purlins and battens	
Three glass tiles in roof of Annex	

Features to be Removed, Replaced or Re-instated

I. EXTERNAL

Feature	Treatment
Modern glazed extension with metal framing Photo 1	a) In the event of the removal of this extension in black glass with metal framing, the Tenant shall re-instate all disturbed floor and wall surfaces properly. b) In the event of re-provision of a new roof structure, the design and materials of the replacement roof structure shall be compatible to the age and characters of the monument.

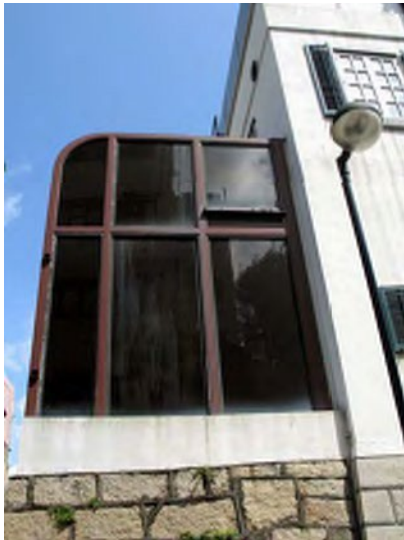



Photo 1

Feature	Treatment
<p>Modern glazed roof structure over internal courtyard</p> <p>Photo 2</p>	<p>a) In the event of the removal of this structure, the Tenant shall properly re-instate the disturbed building fabrics.</p> <p>b) In the event that the Tenant decide to retain this structure, the Tenant shall undertake the full maintenance of this structure in accordance with the Conditions in this Agreement.</p>



Photo 2

II. INTERNAL

Feature	Treatment
<p>Floors – Most of the floor surfaces of the Ground Floor are of modern type, constructed in 1990s.</p> <p>Photo 3</p>	<p>In the event of the replacement of the flooring, the flooring shall be hacked-up and replaced by exposed timber boarding to recreate the original appearance of the floor, but in view of the destructive nature of such work, the Tenant can leave the floor surfaces in-situ.</p>
 <p>Photo 3</p>	

Feature	Treatment
<p>Staircase – Modern sheet-metal balustrade installed in 1990’s is not in keeping with the historic staircase.</p> <p>Photo 4</p>	<p>In the event of replacement of the sheet-metal balustrade and handrail, the existing sheet-metal balustrade and handrail shall be replaced by a traditional design of construction that are compatible to the age and characters of the monument. (BD requirements should also be complied with in respect to this staircase).</p>



Photo 4

Feature	Treatment
Granite Steps – Some “granite-style” steps were constructed as part of the 1990’s alterations to G/F. Photo 5	In the event of the replacement of steps, the Tenant shall replace the existing steps with granite steps in a more authentic design.



Photo 5

Feature	Treatment
Decorative Steps – Modern concrete steps at G/F with exposed stones design. Photo 6	In the event of the replacement of these existing steps, the steps shall be replaced with simple granite steps to match existing style and material.
 <p data-bbox="694 1070 799 1104">Photo 6</p>	

Requirements of Buildings Department (BD)

The following items directly involve the building conservation requirements, but are not exhaustive. Please also refer to the full list and description of the Construction Requirements in the Appendix I of the Quotation Notice of this Agreement.

Basement – provide smoke outlet. **Photo 1**

Requirement

There is no objection from a heritage viewpoint to enlarge the existing ventilation hole in the granite interior wall and provide suitable size smoke outlet (duct) leading to the open air. The duct must conform to the aforesaid Construction Requirements.

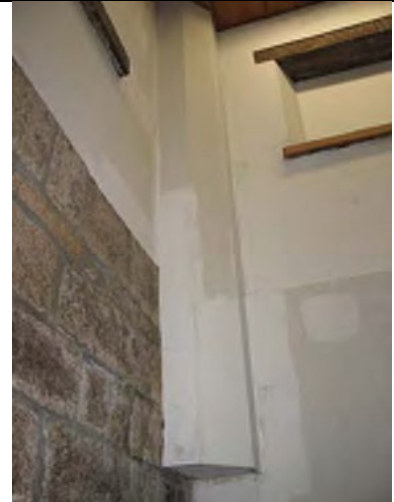


Photo 1

Upgrade First Floor slab and timber staircase to 1-hour fire resistance period. **Photo 2**





Requirement

The existing timber floor and the timber staircase must be retained intact. For the necessary fire resisting upgrading, please refer to the aforesaid Construction Requirements.



Photo 2

Architectural Features for Display

<p><u>1. Former Armoury</u> (a) Brickwork armoury (b) Grey brick vaulted ceiling</p>	 <p>view from directly underneath</p>
<p>(c) Brick arch and granite lintel above Entrance Door</p>	 <p>view from inside the Armoury</p>
<p><u>2. Internal Timber Staircase</u></p>	 <p>view from G/F</p>
<p><u>3. Three old cast iron fire places</u></p>	 <p>One of the fireplaces on 1/F</p>

4. French Window at 1/F
Glazed windows and doors with timber frames and period style ironmongery



AS WITNESS WHEREOF the Chief Property Manager, Government Property Agency, being duly authorized by the Landlord so to do has set his hand hereto for and on behalf of the Landlord and the Tenant 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 Landlord)
in the presence of:).....

Government Property Agency
Hong Kong

Signed by the Tenant)
)
)
)
)
)
(name(s) in block letters)).....

in the presence of:

.....
Name of Witness in block letters:
Occupation:
Address:

OR

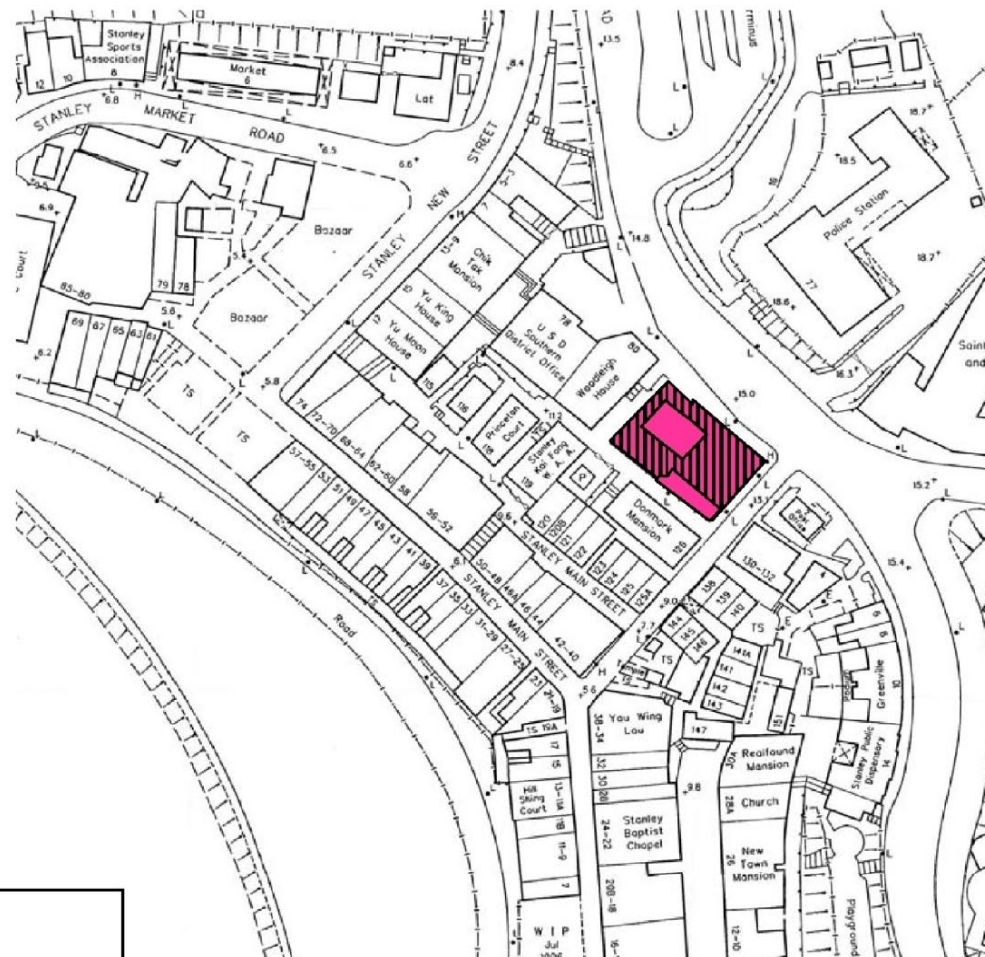
Sealed with the Common Seal of)
 the Tenant and signed by)
)
)
)
 in the presence of:)
)
)

OR


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

Executed by the Tenant 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:



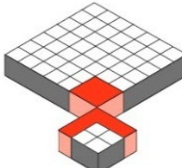
LEGEND:

 Pink Area

 Pink Hatched Black Area

**COLOURED PINK AREA AND COLOURED PINK HATCHED BLACK AREA
TOTAL: 445 SQUARE METRES (ABOUT)**

NOT TO SCALE
FOR IDENTIFICATION PURPOSES ONLY

TENANT:	
PREMISES: The Government Property at No. 88 Stanley Village Road, Stanley, Hong Kong	
PARTIES	SIGNATURE / EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	GPA-010-TEN-HK-S-003767-004007-P001
PLAN No.	GPA H22519
	GOVERNMENT PROPERTY AGENCY

