HONG KONG HOUSING AUTHORITY

TENDER NOTICE

Invitation to Tender for a Licence of the Advertising Areas for Advertising Display Panels on Designated Portions of Building Walls in Kwai Tsui Estate

Tenders are invited for a licence of the advertising areas ("Advertising Areas") for advertising display panels on designated portions of building walls of domestic lift lobbies on the ground level(s) of Kwai Tsui Estate. **The total number of designated Advertising Areas shall be Five (5)**. **The precise number and distribution of domestic lift lobbies containing the Advertising Areas as well as the allocation of the Advertising Areas among such lobbies shall be determined by the Hong Kong Housing Authority ("HA") at its sole discretion.** Tenderers acknowledge and agree that HA's decision on the allocation, location and distribution of Advertising Areas among domestic lift lobbies shall be final and binding. Tenderers shall not raise any objection, claim, or dispute in relation thereto. **The exact location of the Advertising Areas shall be proposed by the successful tenderer within one month from the date of notification of award and shall be subject to the acceptance of HA.** HA shall, in its absolute discretion, designate the location of the Advertising Areas, and the decision of HA regarding such designation shall be final and binding. The licence grants the rights to install, maintain, and operate the advertising display panels for a term of 3 years, commencing on a date to be specified by HA. The licence is strictly for the purpose of displaying advertisements and is subject to the terms and conditions set out in this tender, including the Appendices annexed hereto and the Form of Licence Agreement. Tenderers are advised to carefully review the detailed information provided in **Appendices I-IV** for further guidance before submitting their tenders. Please note that the information contained within these appendices is subject to change without prior notice.

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

3. The licence of the Advertising Areas will be granted on a fixed term of 3 years without an option to renew. The monthly licence fee so offered in the Tender Form annexed hereto shall be fixed monthly licence fee (inclusive of rates) for the whole 3-year term. Any tender submitted which is not in conformity with the requirement contained in this paragraph will not be considered by HA.

4. Only tenders submitted by tenderers that meet the following pre-qualification requirements will be considered. Submissions from individuals or corporations that fail to fulfill these prerequisite criteria may be deemed ineligible and consequently disqualified from the tender process:

(a) at least 3 years of aggregate experience within the last 5 years immediately prior to the tender closing date in operating advertising display panels in domestic lift lobbies in Hong Kong, of which 2 years of experience were obtained in the 2 years immediately prior to the tender closing date;

(b) relevant experience in operating advertising display panels in domestic lift lobbies in Hong Kong with at least 20 residential blocks and at least 40 advertising panels; and

(c) the tenderer shall submit a portfolio of advertising areas, location of the domestic lift lobbies and residential blocks and the related dates operated by the tenderer (or such other documents as deemed necessary by HA) to substantiate their compliance with the above requirements.

5. Tenderers shall comply with the following conditions:

(a) Tenders shall be submitted in **DUPLICATE** (2 signed originals) in the Form of Tender annexed hereto and enclosed in a sealed envelope clearly marked "Kwai Tsui Estate – Advertising Areas". Any tender not marked with the name of the Estate on the cover of the sealed envelope may be invalidated.

(b) Completed Tender Forms shall be deposited in the Tender Box located in the Commercial Properties Management Unit of the Estate Management Division, Housing Department at Wing A, Level 3, HKHA Customer Service Centre, 3 Wang Tau Hom South Road, Kowloon **before 10:00 a.m. on Friday, 27 November 2026.** Late tenders will not be considered. HA will not be responsible for any mislaid tenders submitted by other methods. Tenderers are hereby advised that no amendment to any material information contained in the Tender Form will be permitted after submission.

(c) Tenderers are required to submit their Tender Forms along with a cheque or cashier's order for the exact amount in Hong Kong currency equivalent to one month's offered licence fee specified in the Tender Forms as a security deposit made payable to "Hong Kong Housing Authority" in the sealed envelope.

(d) 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 the Form of Tender. For tenders submitted with any insertion, deletion or alteration of or to any terms or conditions in the Form of Tender, HA may not consider or assess any tenders submitted which did not comply with the requirement contained in this Paragraph 5(d).

(e) Tenderers who submit their tenders in person shall be aged 18 or above. They are required to provide a copy of their valid Business Registration Certificate, along with Certified Extracts of Information from the Business Register issued by the Commissioner of Inland Revenue. These documents shall clearly indicate the name of the sole proprietor or the names of all partners, as applicable, of the respective firm or business.

(f) Tenderers when submitting their tenders by way of a corporate body shall 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 directors (with ID/Passport no. shown); together with the Protected Information Report issued by the Companies Registry.

6. All tenderers shall submit all the required information and documents including but not limited to the documents as referred to in Paragraphs 4(c), 5(c), 5(e) and 5(f) of this Tender Notice before closing of the tender. HA may not consider or assess any tenders submitted which did not comply with any of the terms and requirements of this Tender Notice. HA 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 HA within a stipulated period. Tender evaluation may be conducted on the basis of available information and documents if the required information and documents were not submitted.

7. Tenderers shall note that HA reserves the right to appoint property management agents to manage this estate. The duties of these agencies include collection of licence fees, rent and other charges, securing tenants/licensees' compliance with licence conditions, repair and maintenance of building fabric and plant, cleansing, security and promotional activities. HA retains responsibility for selection of licensees/tenants, setting of rents/licence fees, determination of licence terms, ultimate sanction against licensees in breach of their licence conditions and overall supervision of agency performance. HA shall be entitled to transfer and assign the reversion of the Advertising Areas and all the rights and obligations under the Licence Agreement to any third party, on such terms and conditions as HA shall think fit without any interference or any claim or demand for compensation whatsoever by the licensee.

8. Tenderers are reminded that HA has kept a central record of those ex-commercial tenants/licensees who have breached the terms and conditions of the tenancy/licence. Tenders submitted by these ex-commercial tenants/licensees who have been in breach of the terms and conditions of the tenancy/licence may not be considered.

9. The terms of the Licence Agreement shall be those as contained at **Appendix IV**. The terms concerned are standard and not subject to further negotiation. Tenderers are deemed to have made themselves thoroughly conversant with such terms prior to submission of their tenders.

10. The successful tenderer shall accept the Advertising Areas as finally designated by HA and in such state and condition as existing on the date on which the rights under the licence is granted. All tenderers are advised to make their own assessment, at their own cost, of the general physical condition, state, and safety considerations of potential Advertising Areas prior to submitting the tender. As the exact location of the Advertising Areas will be determined after the closing of the tender, site inspections will be limited to the concerned lift lobbies only. If tenderers wish to conduct a site inspection of the concerned lift lobbies, they shall on or before **24 November 2026** contact the officer referred to in Paragraph 14 of this Tender Notice for arrangement.

11. If a tender is accepted, then until the Licence Agreement is duly signed or executed, the tender together with the written acceptance thereof shall constitute a binding agreement between the successful tenderer and HA. The security deposit of one month's tendered licence fee may be offset in lieu of refund as part payment of the said first month's licence fee to HA under the terms of licence with any deficiency to be paid up by the successful tenderer. Notwithstanding any other provisions herein contained, all cheques and cashier's orders of the unsuccessful tenderers will be returned to their last known address in Hong Kong at their own risk, or if banked on receipt, the security deposit of one month's offered licence fee will be refunded without interest.

12. In the event of typhoon and rainstorm warnings, submission of tender shall be handled in accordance with the guidelines at **Appendix III**.

13. In the event of any discrepancy or difference between the Chinese Tender Notice and Form and the English Tender Notice and Form, the latter shall prevail.

14. Any enquiry in relation to this tender or arrangement for site visits, please contact Mr. LAW Wai-tung at 2794 5825.

Invitation to Tender for a Licence of the Advertising Areas for Advertising Display Panels on Designated Portions of Building Walls in Kwai Tsui Estate

Important Notes and Requirements

(1) The total number of designated Advertising Areas shall be Five (5). The Advertising Areas shall be handed over to the licensee in the state and condition as and when possession is given. The licensee shall be responsible for the cost of all conversion and fitting-out works with details to be approved by HA.

(2) The Licensee shall install not more than one advertising display panel at each designated Advertising Area. The materials and contents of all display panels shall be subject to HA's prior writing approval. Each of the advertising display panels shall have maximum dimensions of approximately 430mm (W) x 730mm (H) x 20mm (D).

(3) The tenderers are advised to conduct site visit before submission of their tenders.

(4) Suitable power supply for each advertising display panel will be provided at the absolute discretion of HA.

(5) The anticipated hand-over date of the Advertising Areas shall be as specified in a written notice issued by the Housing Manager of the Estate or such person as authorized by HA.

(6) The licensee shall, at his own cost and expense, design, erect, operate, manage, maintain and control the advertising panels and the supporting structures thereto, and the design and standard of the advertising panels and the supporting structures shall be to the satisfaction of HA.

(7) HA gives no warranty that the Advertising Areas are fit and suitable for installation of advertising display panels as proposed or intended by the licensee whether express or implied in this Tender Notice, the tender or the Licence Agreement.

(8) The tenderers shall check if the existing structure could support the weight of the advertising display panel(s) and, where necessary or required by HA, propose strengthening works and provide a certified advertising display panel(s) structural calculation report. Any costs incurred in the proposed technical checking, strengthening works, and provision of a certified structural calculation report, whether necessary or required by HA, shall be wholly borne by the prospective licensee. All proposed alteration and addition works (whether affecting the aesthetic outlook of the Advertising Areas or not) shall be subject to the prior written approval of HA.

(9) The licensee shall be responsible for the safety design and installation of the connection fixing details and the stability of the advertising display panels. The licensee should check the structural integrity of the fixing wall and well protect the existing structure. Concealed pipes and conduits are prohibited in any structural elements. Structural elements shall not be damaged during the course of works. Opening shall not be made in any structural elements without obtaining prior written approval of HA.

(10) The licensee shall take all necessary safety measures to the public during their course of work. All damage caused by the installation and associated works shall be made good at the licensee's own cost and to the satisfaction of HA.

(11) All installation works, including the advertising display panels, shall be periodically inspected, and properly maintained by the licensee to ensure stability and safety.

(12) The proposed installation shall not obstruct any future maintenance access of HA's properties and facilities.

(13) Separate areas in the shopping centre/estate may be granted for advertising display panels to any party(ies) as HA may in its absolute discretion determine.

(14) Tenderer are advised to take note of the proposed disclaimer, as outlined below, which is to be prominently displayed adjacent to each advertising display panel. The contents of this disclaimer may be subject to change without prior notice.

[The contents (including any views and opinions as expressed in the advertisement(s)) displayed on the panel do not reflect the stance of the Hong Kong Housing Authority (HA) and the Housing Department (HD). HA and HD shall not be held liable for any errors in, omissions from, or misstatements or misrepresentations (whether express or implied) concerning any such contents or any consequence or liability or otherwise arising from or in respect of the contents, and shall not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of the contents. For queries about the contents, please contact the person(s)/ party(ies) posting or displaying such contents direct.]

[屏幕展示的內容(包括在廣告中表達的任何觀點或意見)並不反映香港房屋委員會(**房委會**)及房屋署的立場。房委會及房屋署無須對內容的任何錯誤、遺漏或錯誤陳述或失實陳述(不論明示或默示的)或因內容所引致或有關的任何後果或法律責任或其他情況而承擔任何法律責任，及無須對內容所涉及或有關的任何損失、毀壞或損害(包括但不限於相應而生的損失、毀壞或損害)承擔任何義務、責任或法律責任。若對屏幕展示的內容有任何問題，請直接聯絡展示者或團體。]

(15) The licensee shall be responsible for compliance with the licensing requirements, the ordinances, rules and regulations of the authorities concerned in connection with the operation of the business (including but not limited to the posting or display of any advertisements) in or at the Advertising Areas or on any panels.

(16) The licensee shall not display or permit to be displayed on or in the Advertising Areas any advertisement of whatsoever kind which has not previously been approved in writing by HA and HA shall in its absolute discretion approve or disapprove any advertisement as it deems appropriate without any compensation payable by HA to the licensee.

(17) The Licensee shall be required to vacate the Advertising Areas upon the expiry of the 3-year term of the licence, at the Licensee's own cost, without any allowance or compensation from HA. The Licensee shall remove all fixtures, fittings, and installations placed by the Licensee, restore the Advertising Areas to a condition satisfactory to HA, and deliver up vacant possession accordingly.

(18) The information provided above is for reference only and subject to change without further notice. It is specifically declared that HA shall have no liability in respect of any loss or damage arising out of any change to or of the above information and no claim shall be made against HA by any tenderer or licensee in respect of any such loss or damage.

General Conditions of Tender

(1) HA does not bind itself to accept any tender.

(2) If any person who signs as Tenderer does so as an agent or a trustee for any other person or persons, he shall disclose in his Tender the names and addresses of such person or persons. If no such disclosure is made, the person signing the Form of Tender shall be deemed to be a principal and no subsequent disclosure of any trust, agencies or the like will be recognized by HA.

(3) Tenderers are reminded that if manipulation of HA's tender system is discovered and such has been proved to the satisfaction of the Director of Housing, then the Director of Housing shall have the discretion to reject and/or not consider the tenders from such tenderers and forfeit their entire security deposit to HA as liquidated damages. Tenderers shall, by submission of their tenders, be deemed to agree that the decision by the Director of Housing as to whether the tender system has been manipulated and as to the tenderers are involved in the manipulation shall be final and binding.

(4) A limited number of tenders will be retained as a shortlist for consideration, and cheques or cashier's orders for these tenders may be retained until a selection of the final tender has been made. Other cheques and cashier's orders will be returned within two to three weeks after the tender closing date, but those shortlisted may be retained for a longer period. Notwithstanding any other provisions herein contained, all cheques and cashier's orders of the unsuccessful tenderers will be returned by registered post to their last known address in Hong Kong at their own risk, or if banked on receipt, the security deposit of one month's offered licence fee will be refunded without interest. Tender results will be uploaded onto the HA's webpage at www.housingauthority.gov.hk in due course.

(5) No charge is made for the processing of any tender. Any person purporting to offer assistance in respect of this tender in return for a reward shall be reported immediately to the appropriate authority.

(6) Tenderers shall note that offering or giving any gratuity, money or gift as an inducement to any employee of HA in relation to the tenders constitutes an offence under the Prevention of Bribery Ordinance and such cases will be reported to the Independent Commission Against Corruption.

(7) Tenderers who attempt to influence the consideration of their tenders by approaching any member of the staff of HA or by the use of any other improper means shall render their tenders invalid.

(8) Tenderers shall not communicate to any person other than HA the amount of the licence fee offer, adjust the amount of the licence fee offer by arrangement with any other person, make any arrangement with any other person about whether or not he/she or that other person should or should not submit a tender, or otherwise collude with any other person in any manner whatsoever in the tendering process until the tender is notified by the staff of HA of the outcome of the tendering exercise. Any breach of or non-compliance with this clause by any tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his/her tender.

(9) For tenders submitted by a sole proprietorship or partnership, the sole proprietor or all partners must sign on the Form of Tender. Where the tender is submitted by a body corporate, it shall be signed by its authorized officer(s). Tenderers are required to state the tendered licence fee they are prepared to offer for the licence and to enclose in the Form of Tender a cheque or a cashier's order for the exact amount equivalent to one month's offered licence fee as a security deposit, made payable to "Hong Kong Housing Authority". All cheques and cashier's orders will be cashed by HA. Any Form of Tender or the cheque or cashier's order not made in the prescribed manner will render the tender not being considered. Tenderers shall note that the monthly tendered licence fee shall be in whole dollars only, excluding cents. Otherwise, the tender will not be considered.

(10) Once a tender has been lodged, it shall remain valid and open for acceptance for 180 days after the tender closing date ("the Tender Validity Period"). HA shall be entitled to forfeit the entire security deposit paid by the tenderer on submission of the tender by way of liquidated damages and not as a penalty upon the tenderer withdrawing his tender within the Tender Validity Period. In the event that HA fails to accept a tender within the Tender Validity Period, a tenderer shall be entitled, upon giving notice in writing to HA within 7 days immediately following the expiry of the Tender Validity Period, to withdraw his tender where upon HA shall repay to the tenderer the amount of the security deposit lodged with HA but without interest, costs, expenses, compensation or damages whatsoever. In the absence of such written notice, HA shall be entitled to regard the tender as remaining open as if the Tender Validity Period has not lapsed, whereby the tenderer will continue to be bound by the terms of this tender including the liquidated damages clause referred above.

(11) Submission of any tender shall be made or deemed to be made at the tenderer's own expense and on the understanding that HA shall not be liable to pay any costs (if any) arising out of or incidental to any preparation, submission, enquiry, presentation, clarification or cancellation of or in respect of the tender invitation or the tender.

(12) The exact location of the Advertising Areas shall be proposed by the successful tenderer within one (1) month from the date of notification of award and shall be subject to the acceptance of HA. Upon the written acceptance by the HA for the location(s), and subject to the completion of works for the provision of any electricity socket or fuse spur unit or such other electricity supply by the HA, the HA shall then notify the successful tenderer to execute the Licence Agreement within the time specified in a written notice issued by HA or such person as authorized by HA, which time shall be not less than seven (7) days from the date of the notice.

If HA does not receive the proposed location within the specified timeline or the proposed location(s) submitted by the successful tender cannot be accepted by the HA, the HA may, in its absolute discretion, designate the location of the Advertising Areas, and HA's decision regarding such designation shall be final and binding. HA shall then notify the successful tenderer to execute the Licence Agreement within the time specified in a written notice issued by HA or such person as authorized by HA, which time shall be not less than seven (7) days from the date of the notice. The Licence shall commence on the date to be specified by HA upon execution of the Licence Agreement. If the successful tenderer fail to execute the Licence Agreement by the specified date, the HA may specify such commencement date as the HA see fit. The successful tenderer shall not make any claim of any kind whatsoever against HA in respect of the location of the Advertising Areas as designated by HA (including where such designated Advertising Areas may not accord with the successful tenderer's preference). The tendered licence fee shall remain fixed and shall not be subject to variation under any circumstances.

In the event the tenderer fails for whatever reasons to execute the Licence Agreement within the time specified, HA may elect to, by notice in writing to the tenderer, forthwith cancel the tender and the letting of the Advertising Areas to the tenderer hereunder. Upon the cancellation of the tender and the letting of the Advertising Areas as aforesaid, the entire security deposit shall forthwith be absolutely forfeited by HA as liquidated damages and not as a penalty without any further notice, and HA may let the Advertising Areas to such other person and/or deal with the Advertising Areas in such manner as HA shall consider appropriate. The tenderer shall not have any claim whatever for compensation or refund of the security deposit or in respect of the Advertising Areas or otherwise against HA.

(13) Any notice required to be given under this tender by HA to the tenderer, if sent by post, shall be deemed to have been validly given if addressed to the tenderer and sent by ordinary prepaid post to the address of the tenderer herein provided or to his last known address given to HA and shall be deemed to have been served on the second business day after the date of posting.

(14) Notwithstanding anything to the contrary in the General Conditions of Tender, HA reserves the right to disqualify a tenderer on the grounds that –

(a) The tenderer or its holding company (if any) or its principal (if any) has engaged, is engaging, or is reasonably believed to have engaged or to be engaging in any act or activity that is likely to cause or constitute the occurrence of an offence endangering national security or which would otherwise be contrary to the interest of national security;

(b) the disqualification is necessary in the interest of national security; or

(c) the disqualification is necessary to protect the public interest, public morals, public order or public safety of Hong Kong.

For the avoidance of doubt, the word "engage" or its variants in this clause shall include but not be limited to aiding, abetting, counselling or procuring, and HA shall not be liable to justify the said necessities.

(15) Tenderers shall note that if any of the following circumstances/events happens and any tenderer is the tenderer mentioned or referred to in one or more of such circumstances/events, its tender may not be considered by HA:-

(a) the tenderer was the Tenant or Licensee under a former commercial tenancy or licence agreement wherein HA was the Landlord/Licensor, and the tenderer failed to pay any rent, licence fee, charges or rates under such tenancy or licence agreement, and has not paid to HA in full all such arrears (plus interest thereon (if any)) before the tender closing date;

(b) the tenderer is the Tenant or Licensee under a current commercial tenancy or licence agreement wherein HA is the Landlord/Licensor, and the tenderer has failed to pay any rent, licence fee, charges or rates under such tenancy or licence agreement, and has not paid to HA in full all such arrears (plus interest thereon (if any)) before the tender closing date;

(c) any director of the tenderer was a director of a company which was the Tenant or Licensee under a former commercial tenancy or licence agreement wherein HA was the Landlord/Licensor, and such company failed to pay any rent, licence fee, charges or rates under such tenancy or licence agreement, and has not paid to HA in full all such arrears (plus interest thereon (if any)) before the tender closing date; and

(d) any director of the tenderer is a director of a company which is the Tenant or Licensee under a current commercial tenancy or licence agreement wherein HA is the Landlord/Licensor, and such company has failed to pay any rent, licence fee, charges or rates under such tenancy or licence agreement, and has not paid to HA in full all such arrears (plus interest thereon (if any)) before the tender closing date.

The tenderer shall agree and shall, by submission of its tender to HA, be deemed to agree that HA shall have the absolute discretion under this Clause 15 to determine whether any of the above circumstances/events applies and that any HA's decision of not considering the tenderer's tender under this Clause 15 shall be final and binding upon such tenderer who shall not dispute such HA's decision.

Having said that, HA reserves its rights to continue to consider the tender submitted to HA notwithstanding any of the foregoing circumstances/events to which this Clause 15 applies.

Notes on Personal Data (Privacy) Ordinance

The personal data provided by means of the Form of Tender will be used by the Hong Kong Housing Authority for processing the tender for advertising areas.

Personal data include names, Hong Kong Identity Card numbers and age of tenderer and other persons listed in the Forms of Tender and their relationship, tenderer's bank account number, address and contact telephone number.

The provision of personal data by means of the Form of Tender is voluntary. However, if the required information is not provided in the Form of Tender, the Hong Kong Housing Authority may not be able to process the tender further.

The data subject(s) in the Form of Tender has/have the right of access and correction in respect of his/her/their personal data. Enquiries concerning the personal data collected by means of the Form of Tender, including the making of access and correction, may be addressed to :

"The Departmental Data Protection Officer, Hong Kong Housing Authority Headquarters, 33 Fat Kwong Street, Ho Man Tin, Kowloon"

Notice to Tenderer

Completed tender form and cheque shall be deposited **(in person)** into the Tender Box **:**

Commercial Properties Management Unit,
Estate Management Division,
Housing Department,
Wing A, Level 3,
HKHA Customer Service Centre,
3 Wang Tau Hom South Road,
Kowloon.

Appendix III

Guidelines on Submission of Tender in the Event of Typhoon & Rainstorm Warnings

The tender closing time and date will automatically be deferred to 10:00 a.m. on the following Monday or the next earliest possible working day (excluding Saturday) of the following week in the following circumstances:

(a) If Tropical Cyclone Warning Signal No. 8 or above is issued before and remains in force for any duration within two (2) hours before the tender closing time on the tender closing date; or

(b) If a "Black" Rainstorm Warning is hoisted or "extreme conditions" is announced by the Government (via the Information Services Department) before and remains in force for any duration within two (2) hours before the tender closing time on the tender closing date; or

(c) When the Director of Housing announces the closure of the Hong Kong Housing Authority Customer Service Centre due to unforeseen circumstances and remains closed for any duration within two (2) hours before the tender closing time on the tender closing date.

For the avoidance of doubt, the tender closing time and date will remain unchanged if Tropical Cyclone Warning Signal No. 8 or above or the "Black" Rainstorm Warning or "extreme conditions" is lowered or cancelled, or the Hong Kong Housing Authority Customer Service Centre is reopened, two (2) hours or more before the tender closing time on the tender closing date.

香港房屋委員會
Hong Kong Housing Authority

Form of

LICENCE AGREEMENT

SAMPLE

THIS LICENCE AGREEMENT is made the day of

BETWEEN

(a) the Hong Kong Housing Authority of 33, Fat Kwong Street, Homantin, Kowloon, Hong Kong (hereinafter called the "**Licensor**");

AND

(b)

of
(hereinafter called the "**Licensee**")

I. **WHEREBY IT IS AGREED** as follows –

(1) The Licensor grants the Licensee the right to install, maintain and operate the advertising display panels as shall be first approved in writing by the Licensor pursuant to Clause II(3) hereof (hereinafter referred to as the "**Panels**") for a term of **THREE YEARS** commencing from the day of (the "**Term**"), comprising not more than _____ (number of Panels) advertising display panels at such portions of the walls of the buildings in_____Estate (the "**Estate**") as set out and described in the Schedule attached hereto (hereinafter referred to as the "**Areas**" which shall mean either the original locations or any other locations as required or specified by the Licensor under the terms and conditions hereof), subject to and in accordance with the terms and conditions as contained in this Licence Agreement.

(2) The Licensee shall pay the Licensor throughout the Term a monthly licence fee inclusive of rates of Dollars Only Hong Kong Currency (HK$) hereinafter called (the "**licence fee**"). The first payment of the licence fee of Dollars Hong Kong Currency (HK$) for the period of days from the day of to the day of shall be made in advance on the signing of this Licence Agreement and the monthly licence fee inclusive of rates for the period thereafter shall be payable in advance on the first day of every calendar month.

(3) If the Licensee pays the first installment of licence fee by cheque but the cheque is dishonored, the Licensee is in fundamental breach of this Licence Agreement, and this Licence Agreement will be terminated with immediate effect. The Licensor shall have the right to claim compensation from the Licensee for the Licensee's breach of this Licence Agreement. The deposit paid by the Licensee, as stipulated in Clause III(5) upon signing this Licence Agreement, will also be forfeited by the Licensor. In this case, the Licensor shall have no obligation to deliver the Areas to the Licensee and shall be released from other obligations under this Licence Agreement. The Licensee shall have no right to claim compensation in any form from the Licensor under this Licence Agreement.

SAMPLE

II. The Licensee agrees with the Licensor as follows -

(1) To pay the licence fee as stipulated in Clause I(2) hereof without any deduction.

(2) To pay and discharge all existing and future charges, taxes, assessments, duties and any other outgoings whatsoever (Government rent, rates and electricity charges excepted) which are now or during the Term shall be imposed, assessed or charged upon the Areas and the Panels or any part thereof or upon the Licensee in respect thereof.

(3) At the Licensee's own cost and expense to design, erect, operate, manage, maintain and control the Panels and the supporting structures thereto the design and standard of which shall be satisfactory to and first approved in writing by the Licensor AND in this regard the Licensee shall at its own expense, when required by the Licensor, replace item or items of the Panels which shall be at any time considered unsatisfactory by the Licensor with such item or items of such design and standard as may be required or approved by the Licensor and in all respects to the satisfaction of the Licensor (as to which the Licensor's decision shall be final, conclusive and binding on the Licensee) AND the Licensee shall not demolish or make any alteration or addition to the Panels or any part or parts thereof or the supporting structures thereto without the prior written consent of the Licensor PROVIDED THAT

(i) The respective sizes of the Panels shall not exceed the sizes as set out in the Schedule hereto except with the prior written consent of the Licensor.

(ii) The Licensor gives no warranty that the Areas are fit and suitable for the Panels as proposed by the Licensee whether express or implied in this Licence nor that the Areas shall be capable of taking up loading from the Panels approved under this Clause II(3). The Licensee shall obtain at its own expense such requisite licences, permits or approvals from the Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government") and such other appropriate authorities for the Panels and in accordance with the terms and conditions herein contained prior to the installation of the Panels and the operation thereof.

(iii) The advertisements shall be displayed on one side of the Areas only as to which the decision of the Licensor shall be final, conclusive and binding on the Licensee.

(iv) The size, design, illumination and structure of, the materials used in, and any subsequent alteration to the Panels thereon shall be subject to the prior written approval of the Licensor.

(v) No part of the Panels shall cause any light glares to drivers, pedestrians, visitors or the occupants of the Estate or the adjacent buildings, or affect or obstruct or confuse traffic signs, lights, surveillance cameras and any transport information system, or create public discomfort, as to which the decision of the Licensor shall be final, conclusive and binding on the Licensee.

(vi) The Panels shall not be lit and/or generate sound from 11:00 p.m. every night to 7:00 a.m. in the next morning every day or at such hours as may be specified by the Licensor at its absolute discretion. The intensity and illumination of the light of the Panels and the volume of the sound generated shall be adjustable and shall be adjusted and/or shut down at the request of the Licensor in all respects to the satisfaction of the Licensor.

(vii) No lighting of the Panels shall be projected skyward. The surface of the Panels shall be non-reflective.

(viii) The Panels shall not cause any radio frequency interference to any automatic control equipment.

SAMPLE

(ix) No part of the Panels shall affect the daily operation of the Estate, or cause nuisance to the users, licensees, occupiers or visitors of the Estate or the neighbouring premises or undue obstruction to the normal maintenance of the Estate. The decision of the Licensor as to what constitutes nuisance or undue obstruction shall be final, conclusive and binding on the Licensee.

(x) Any activity or works on or relating to the Areas which in the opinion of the Licensor may affect the stability or structures of the Estate or the Areas shall not be carried out. The Licensee shall indemnify and keep indemnified the Licensor, its officers and servants and other users, licensees and occupiers of the Estate from and against all actions, suits, costs, expenses, claims and demands whatsoever brought or taken in respect of any damage or loss arising directly or indirectly out of or in connection with the carrying out of any activity or works by the Licensee.

(xi) The Licensee shall at its own cost and expense reposition or alter any Panels or any part thereof, if required so to do by the Licensor in its absolute discretion irrespective of whether such repositioning or alteration may result in a reduction or an increase in the number or size of the Areas or the Panels. In the event of non-compliance of this Clause II(3)(xi), it shall be lawful for the Licensor, his servants, agents or workmen to carry out the removal works and any consequential remedial works as the Licensor may deem necessary and the Licensee shall pay to the Licensor the costs of such works incurred by the Licensor, and such costs if unpaid on the due date as specified by the Licensor shall carry interest at the rate of 2% per month and together they shall be a debt due from the Licensee to the Licensor, and be forthwith recoverable by action (it hereby being agreed and declared by the Licensee that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee).

(xii) Any approval given by the Licensor under this Clause II(3) shall not make the Licensor responsible for any damages or claims arising from defects in design and quality of the Panels.

(xiii) Notwithstanding any consent or approval that may be granted by the Licensor under this Clause II(3), the Licensee shall ensure compliance with any ordinances and/or other Government regulations or rules in relation to the installation and maintenance of the advertising materials and/or contents on the Panels.

(4) To maintain and keep at the Licensee's own expense at all times all display and advertising fixtures, fittings and materials and all other articles and things associated therewith in good condition and repair, and in a safe, clean, tidy and attractive condition in all respects to the satisfaction of the Licensor.

(5) To carry out all works relating to the installation, operation, management, maintenance, repair, upkeep and alteration of the Panels at the Licensee's own expense at such time and in such manner as may be required or approved by the Licensor and in all respects to the satisfaction of the Licensor as to cause minimum interference with or inconvenience to other users, licensees, occupiers or visitors of the Estate or the neighbouring premises and in particular the Licensee shall ensure that all scaffolding, ladders, tools, painting materials and other equipment shall be removed immediately from the Areas and the Estate upon completion of any works and that any paint or other materials that may be dropped in the course of any such works shall be forthwith removed.

SAMPLE

(6) Not to use or permit or suffer to be used the Areas or any part or parts thereof for any purpose other than for the operation, installation, management, maintenance and control of the Panels for display of advertisements.

(7) To obtain at the Licensee's own expense all necessary licences, approvals and permits from relevant Government departments or other competent authorities which may be required for the exercise of the rights and liberties herein granted and to maintain the same in force at the Licensee's own expense during the term of this Licence Agreement and shall in all respects comply with the terms and conditions thereof.

(8) At the cost and expense of the Licensee to furnish and provide for display all materials, lighting, fittings and all other articles which may be necessary for the efficient and effective presentation of advertisements.

(9) Not to display or permit to be displayed on or in the Areas any advertisement of whatsoever kind which has not previously been approved in writing by the Licensor and the Licensor shall in its absolute discretion approve or disapprove any advertisement as it deems appropriate without any compensation payable by the Licensor to the Licensee.

(10) The Licensee shall, at its own expense, forthwith remove any advertisement that the Licensor, in its absolute discretion, may consider unsuitable or objectionable whether or not the same may have been previously approved by the Licensor without any compensation payable by the Licensor to the Licensee. The Licensee shall provide a round-the-clock hotline to answer enquiries from the Licensor. In the event of non-compliance of this Clause II(10), it shall be lawful for the Licensor, his servants, agents or workmen to carry out the removal works (including the removal of the said advertisement and/or shutting down the Panels) and any consequential remedial works as the Licensor may deem necessary and the Licensee shall pay to the Licensor the costs of such works incurred by the Licensor, and such costs if unpaid on the due date as specified by the Licensor shall carry interest at the rate of 2% per month and together they shall be a debt due from the Licensee to the Licensor, and be forthwith recoverable by action (it hereby being agreed and declared by the Licensee that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee).

(11) (i) Not to display or permit to be displayed on or in the Areas any advertisement of whatsoever kind connected or associated in any way with the representation of a cigarette packet or of cigarettes or of any person smoking a cigarette or of tobaccos or of cigars or of smoking pipes or of tobacco related products or of smokers' requisites including, but without limiting the generality of the foregoing, cigarette lighters, cigarette and tobacco cases and containers, matches and cigarette holders, unless such advertisement is displayed or permitted to be displayed for and on behalf of and with the prior written approval of the Licensor. The Licensee hereby agrees and declares that the decision of the Licensor as to what constitutes an advertisement connected or associated with such representation shall be final, conclusive and binding on the Licensee.

(ii) Not to display or permit to be displayed on or in the Areas any advertisement of whatsoever kind connected or associated in any way with the representation of gambling, casino industry, violence or sexually explicit, unless such advertisement is displayed or permitted to be displayed for and on behalf of and with the prior written approval of the Licensor. The Licensee hereby agrees and declares that the decision of the Licensor as to what constitutes an advertisement connected or associated with such representation shall be final, conclusive and binding on the Licensee.

(iii) Not to display or permit to be displayed on or in the Areas any advertisement of whatsoever kind connected or associated in any way which affects or may affect the images of the Government or Licensor. The Licensee hereby agrees and declares that the decision of the Licensor as to whether an advertisement affects or may affect the images of the Government or Licensor shall be final, conclusive and binding on the Licensee.

SAMPLE

(iv) Not to display or permit to be displayed on or in the Areas any advertisement of whatsoever kind contains any materials or contents which may infringe any patent, copyright or trade mark. The Licensee hereby agrees and declares that the decision of the Licensor as to whether an advertisement may infringe any patent shall be final, conclusive and binding on the Licensee.

(v) Not to display or permit to be displayed on or in the Areas any advertisement of whatsoever kind connected or associated in any way with the representation of competitors of the Licensor unless such advertisement is displayed or permitted to be displayed for and on behalf of and with the prior written approval of the Licensor. The Licensee hereby agrees and declares that the decision of the Licensor as to what constitutes an advertisement connected or associated with such representation shall be final, conclusive and binding on the Licensee.

(12) To ensure that all persons employed by or acting under the authority of the Licensee in or near to the Areas are properly groomed and attired, PROVIDED THAT the Licensor in its absolute discretion may require any person be removed from the vicinity of the Areas on the ground of security, health, improper behaviour or any other reasonable grounds.

(13) At all times to strictly observe and comply with all directions of relevant Government departments with regard to the health, safety and protection of members of the public and all occupants or visitors of the Estate.

(14) To pay to the Licensor on demand any sum which the Licensor shall certify to be the cost of making good any damage to adjoining public roads and Government land or property caused by the Licensee, its contractors or subcontractors or its or their workmen or vehicles or by any spoil from the Areas.

(15) Not to dump or store any material, nor carry out any works or display advertisements within the boundaries of a public road or way or on other parts of the Estate outside the Areas without the prior written approval of the Licensor.

(16) (i) To take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any installation, construction, maintenance, renewal, repair, removal of the Panels and/or or reinstatement works of the Areas to avoid causing any damage to any Government or other existing drain, waterway or watercourse (including water main), road, footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running on, upon, over, under or adjacent to the Estate, the Areas or any part of any of them (hereinafter collectively referred to as "the Works and Services").

(ii) Before carrying out any of the works referred to in Clause II(16)(i) hereof, to make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Works and Services, and submit proposals for dealing with the Works and Services in writing to the Licensor for approval. No such works shall be carried out until the Licensor has given its written approval.

(iii) To comply with and to solely bear the cost of meeting any requirement imposed by the Licensor in the approval referred to in Clause II(16)(ii) hereof in respect of the Works and Services, including any necessary diversion, relaying, repairing, making good or reinstatement works.

SAMPLE

(iv) At the Licensee's own expense to repair, make good and reinstate in all respects to the satisfaction of the Licensor any damage or disturbance caused to the Estate, the Areas or any part of any of them or any of the Works and Services arising in any manner out of any installation, construction, maintenance, renewal, diversion, relaying, making good, repair, removal or reinstatement works referred to in Clauses II(16)(i) and II(16)(iii) hereof.

(v) If the Licensee fails to carry out any of the works referred to in Clauses II(16)(iii) and II(16)(iv) hereof to the satisfaction of the Licensor, the Licensor may (but is not obliged to) carry out any of such works as it considers necessary or appropriate and the Licensee shall pay to the Licensor on demand the costs of such works. It is hereby agreed and declared by the Licensee that a certificate under the hand of the Licensor as to the costs of such works shall be final, conclusive and binding on the Licensee.

(17) To indemnify and keep indemnified the Licensor, its officers, contractors, subcontractors and its or their workmen and other users, licensees and occupiers of the Estate or any part or parts thereof from and against all actions, suits, proceedings, losses, costs, damages, charges, claims, expenses and demands whatsoever and howsoever arising directly or indirectly out of or by reason of or on account of anything done or omitted to be done by the Licensee, its employees or agents whether they be persons or corporations acting with or without the authority of the Licensee or out of any works executed or commenced in respect of the installation, operation, management, maintenance, control, repair, removal or reinstatement of the Panels by the Licensee in, under, upon or over the Areas or out of or in connection with the exercise by the Licensee of its rights as herein granted including but not limited to:

(i) all liabilities arising out of the negligence of any person not a party to this Licence Agreement; and

(ii) all liabilities on the part of the Licensor under the Occupiers Liability Ordinance (Cap. 314).

This clause shall survive the expiration, completion or termination of this Licence Agreement and shall continue in full force and effect notwithstanding such expiration, completion or termination.

(18) To defend and hold the Licensor harmless and to indemnify and keep indemnified the Licensor against any and all claims, damages, actions and liabilities arising by reason of or out of any allegation of and/or claim for violation of any patent, copyright or trade mark arising out of or by reason of or in respect of the performance of this Licence Agreement or the display of advertisements on the Panels or in the Areas whether or not the same may have been previously approved by the Licensor under Clause II(9) hereof. This clause shall survive the expiration, completion or termination of this Licence Agreement and shall continue in full force and effect notwithstanding such expiration, completion or termination.

SAMPLE

(19) (i) To permit the Licensor, its servants, agents and all persons authorized by the Licensor with or without workmen or others and with or without appliances or equipment at all reasonable times to inspect and view the condition and state of the Areas and the Panels, and upon prior notice to the Licensee to take inventories of the fixtures, fittings and equipment and to carry out any works or repair as may be required to be done to the Areas or the Panels or to the adjoining premises belonging to the Licensor PROVIDED THAT in the event of an emergency, the Licensor, its servants, agents and all persons authorized by the Licensor may enter the Areas without notice and forcibly, if necessary, without being liable to the Licensee for any damage or loss and in the event of there being any defects or want of repair or maintenance or any other works required to be carried out by the Licensee under this Licence Agreement then and there found, the Licensor shall have the right to give notice in writing to the Licensee and the Licensee shall within one calendar month of such notice (or such other period as may be specified in such notice) at the Licensee's own expense repair and make good the same in accordance with such notice and in fulfilling the Licensee's obligations in that behalf herein contained. In the event of the Licensee failing to comply with the said notice, the Licensor, its servants, agents and all persons authorized by the Licensor with or without workmen or others and with or without appliances or equipment may carry out and complete the works required and the Licensee shall pay to the Licensor the costs of such works, and such costs if unpaid on the due date as specified by the Licensor shall carry interest at the rate of 2% per month and together they shall be a debt due from the Licensee to the Licensor, and be forthwith recoverable by action (it hereby being agreed and declared by the Licensee that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee).

(ii) To permit the Licensor, its servants, agents and all persons authorized by the Licensor with or without workmen or others and with or without appliances or equipment at all reasonable times with or without notice in case of emergency and by force (if necessary) to inspect the Areas and the Panels so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained.

(iii) To permit the Licensor, its servants, agents and all persons authorized by the Licensor with or without workmen or others and with or without tools and equipment at all reasonable times to do such repair works, maintenance works or any other works as may be required to be done to the Areas or to any adjoining premises belonging to the Licensor.

(20) To observe and comply with all ordinances, regulations, by-laws, rules, guidelines and requirements of any Government department or other competent authorities relating to the installation, operation, management, maintenance, control, repair, removal, and reinstatement of the Panels, the use, operation and occupation of the Areas or to any other act, deed, matter or thing done, permitted, suffered or omitted to be done therein or thereon by the Licensee or any employee, agent, contractor, subcontractor, invitee or licensee of the Licensee and without prejudice to the foregoing the Licensee shall at its own expense obtain any licence(s), approval(s) or permit(s) required by any Government department or other competent authorities in connection with the Licensee's use, operation or occupation of the Areas prior to the commencement of the operation of the Panels and to maintain at the Licensee's own expense the same in force during the term of this Licence Agreement and to indemnify and keep indemnified the Licensor from and against all actions, costs, claims, demands, losses, damages, liabilities whatsoever or howsoever arising out of or in connection with the non-observance of or non-compliance with this provision. The Licensor shall accept no responsibility or liability for any loss or costs caused to or suffered by the Licensee in the event of its failure to obtain any requisite licences, approvals, permits or consent from Government departments or other competent authorities relating to its use, operation or occupation of the Areas or the Panels or any part or parts thereof.

SAMPLE

(21) Not to do anything, or cause, permit or suffer anything to be done, at any time in or upon the Areas or any part(s) thereof which may be against the laws or regulations of Hong Kong or which in the opinion of the Licensor may be or become a nuisance or annoyance or injurious or dangerous to health or may cause danger, damage or inconvenience to the Licensor or to the other licensees, owners or occupiers or visitors of the Estate or any adjoining or neighbouring lot(s) or premises. The Licensee shall indemnify the Licensor against any claims demands actions and legal proceedings whatsoever made upon the Licensor in connection with the Licensee's use, operation or occupation of the Areas or the Panels or any part or parts thereof.

(22) To accept the Areas in such state and condition as existing on the date on which possession of the Areas is given.

(23) Not to store or permit or suffer to be stored in or upon the Areas any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation.

(24) To take all necessary precautions to protect the Areas and the Panels from damage by termites, insects, rain, flood, fire, storm, typhoon or the like.

(25) To give notice in writing to the Licensor or its agent of any damage to the Areas 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 fire services installation within, connected to or concerning the Areas. The Licensee shall, at its own expense, repair such damage and defects with the prior approval of the Licensor in all respects to the satisfaction of the Licensor failing which such repairs shall be undertaken by the Licensor at the Licensee's expense with the expense so incurred at the sole determination of the Licensor.

(26) To pay to or reimburse the Licensor the costs and expenses incurred for any damage caused to any part of the Estate or adjoining premises or neighbouring premises by the Licensee, its employees, agents, contractors, subcontractors or any other person claiming through or under the Licensee.

(27) To be liable for any act, default, negligence or omission of the Licensee's contractors, subcontractors, employees or invitees as if it were the act, default, negligence or omission of the Licensee and to indemnify and keep indemnified the Licensor from and against all costs, claims, demands, expenses and liabilities (whether financial or otherwise) to any third party in connection therewith.

(28) To put and keep the Areas at all times in a safe, clean, neat, tidy, sanitary state and condition and to ensure that adequate safety and security measures are taken for the protection of the Areas.

(29) Not to make any alteration or addition (whether structural or otherwise) to the Areas or the Panels or to the electrical and communication wiring and other installations or other Licensor's fixtures and fittings nor to install any plant equipment apparatus or machinery within the Areas (other than usual equipment for the operation of the Panels as approved in Clause II(3)) without having first obtained the written consent of the Licensor therefor nor to cut, maim, or injure nor suffer to be cut, maimed or injured any structural members or other fabric thereof.

(30) To maintain and keep at the Licensee's own expense and in all respects to the satisfaction of the Licensor the Areas including but not limited to the Panels, all structures thereon, and all fixtures therein and all additions thereto in good and tenantable repair and condition and subject to Clause III(16) hereof so as to hand over the same to the Licensor at the expiration or sooner determination of this Licence Agreement.

SAMPLE

(31) Not to employ illegal workers and in the event of breach of this Clause II(31), the Licensor shall be entitled to terminate the licence hereby granted by giving the Licensee one calendar month's notice in writing without refund of the licence fee or other charges already paid or any part thereof or compensation therefor being paid to the Licensee.

(32) Not to use or cause, permit or suffer the use of the Areas or any part(s) 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 or the Licensor, and the Licensee hereby agrees and declares that the decision of the Licensor as to what constitutes gambling, illegal, improper or immoral purposes and what affects the images of the Government or the Licensor shall be final, conclusive and binding on the Licensee.

(33) Not to assign, sub-license, mortgage, demise, sublet, underlet, charge, share or part with possession of or otherwise dispose of the Areas or any part(s) thereof or the Panels or any structure or structures thereon or any interest therein or enter into any agreement so to do except with the prior written approval of the Licensor who may, in granting such approval, impose such other conditions as the Licensor in its absolute discretion shall think fit, or permit any person other than the Licensee to operate the Panels thereat without the prior written consent of the Licensor.

(34) To use the Licensor's fixtures and fittings serving the Areas in a proper and careful manner and to pay the Licensor on demand the cost incurred in repair or replacement of any of the said items arising otherwise than through fair wear and tear by reason of careless use by the Licensee or his employees or agents or contractors or subcontractors PROVIDED THAT if the Licensee shall effect any of the aforesaid repairs or replacements without the prior consent of the Licensor he shall be responsible for any costs incurred by the Licensor in remedying any such repairs or replacements effected by the Licensee which the Licensor considers unsatisfactory.

(35) To make such arrangements at the Licensee's own expense for the connection of electricity supply, including but not limited to any electricity socket or fuse spur unit or such other electricity supply, to the satisfaction of the Licensor PROVIDED THAT the Licensee shall have no claim whatsoever against the Licensor in the event of its failure to obtain any of such electricity supply and supply of other utility services for any reason whatsoever.

(36) Rated power of each advertising panel shall not be greater than 46W unless otherwise approved by the Licensor in writing.

(37) Upon demand by the Licensor, the Licensee shall at its own cost and expense temporarily remove the Panels, or any part(s) thereof, to facilitate any maintenance works to be carried out by the Licensor to the Areas and the Estate, or any part(s) thereof. The Licensee shall, at its own cost, re-install the said Panels, or any part thereof, upon notification from the Licensor. The Licensee shall have no right to claim any compensation for any interruption or whatsoever caused by the said maintenance works or any reimbursement of any cost or expenses incurred by the Licensee incidental to such demand.

SAMPLE

III. **IT IS HEREBY AGREED BY AND BETWEEN THE LICENSOR AND THE LICENSEE** as follows: -

(1) If the licence fee, payable herein or any part thereof shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) or if any obligation on the Licensee's part herein contained shall not be performed or observed then and in either of the said cases it shall be lawful for the Licensor at any time thereafter to revoke or terminate this Licence Agreement by giving one calendar month's notice in writing to this effect to the Licensee but without prejudice to any of the rights of the Licensor under this Licence Agreement.

(2) If the licence fee or any part thereof shall be unpaid for fourteen days after the same shall become payable (whether formally demanded or not) or if any part thereof shall be unpaid for fourteen days after the same shall become payable the Licensee shall further pay to the Licensor interest at the rate of 2% per month on the amount of licence fee in arrears and such interest shall be payable and calculated from the date upon which such payment in arrears fell due (and not fourteen days thereafter) until full payments are made. For the avoidance of doubt, the day on which the licence fee or any part thereof shall become payable is included in the reckoning of the said period of fourteen days under this provision. For the further avoidance of doubt, the parties agree that the application of this provision shall not prejudice any of the rights of the Licensor under this Licence Agreement.

(3) For the avoidance of doubt, where the Licensor invokes section 19(1)(b) of the Housing Ordinance (Cap. 283) to terminate this Licence, the period for the notice to quit issued under that section shall be 1 calendar month.

(4) The acceptance of any licence fee by the Licensor hereunder shall not be deemed to operate as a waiver by the Licensor of any right to proceed against the Licensee in respect of any breach non-observance or non-performance by the Licensee of any of the agreements stipulations terms and conditions herein contained and on the part of the Licensee to be observed and performed.

(5) *The Licensee shall at its own expense obtain the guarantee of a bank, deposit-taking company or insurance company in each case to be approved by the Licensor to be jointly and severally bound with the Licensee to the Licensor in the sum of Dollars Hong Kong Currency (HK$) for the due payment of the licence fee herein reserved and for the due observance and performance of the terms and conditions of this Licence Agreement in terms to be approved by the Licensor and thereafter to be deposited with it for safe custody PROVIDED always that if on the expiration of the said term no part of the said licence fee shall then be in arrears and provided there shall be no breach or non-performance of any of the terms and conditions herein contained; or upon the Licensee depositing with the Assignee a fresh guarantee pursuant to Clause III(32) of this Licence Agreement to replace the said guarantee, the said guarantee shall be released to the Licensee.

* The Licensee shall, on or before the signing of this Licence Agreement, deposit with the Licensor a sum of Dollars Hong Kong Currency only (HK$) as security for the due payment of the licence fee set out in Clause I(2) above. This deposit can be made by way of cash or cheque. The deposit is paid to the Licensor to secure the due observance and performance by the Licensee of the agreements, stipulations, terms, and conditions herein contained, which are to be observed and performed by the Licensee. The Licensor reserves the right to deduct any amount from the deposit that may become due from the Licensee for any non-compliance and breach of the terms and conditions of this Licence Agreement. In the event that the Licensee commits a breach of any of the terms and conditions herein contained, the Licensor shall have the right to re-enter the Areas, and thereupon, this Licence Agreement shall absolutely determine. The said deposit shall remain deposited with the Licensor throughout the term of the licence hereby granted, free of any interest to the Licensee.

* Delete if inapplicable

SAMPLE

(6) If any licence fee or any part thereof remain unpaid for one calendar month, the said non-payment shall affect the Licensee's future tendering for the Licensor's other licences/tenancies and the Licensor shall have the absolute right not to consider any tender(s) submitted by the Licensee for the tendering for the Licensor's future licences/tenancies. For the avoidance of doubt, the said right of the Licensor shall not be affected or extinguished notwithstanding the unpaid licence fee is subsequently paid (whether in full or not and whether with interest or not) by the Licensee to the Licensor.

(7) On the termination or revocation of the licence hereby created if the Licensee shall have paid all licence fee and other charges due hereunder and if there shall be no breach of any obligations on the Licensee's part to be observed and performed the Licensor will repay to the Licensee the sum of Dollars Hong Kong Currency (HK$) paid to the Licensor as a deposit on the signing of this Licence Agreement but without any interest thereon but if there shall be any licence fee or other charges in arrears the Licensor may appropriate such deposit wholly or in part towards payment of such arrears of licence fee or other charges and if there shall be any breach of the said obligations on the part of the Licensee or any of them the Licensor may appropriate the said deposit or part thereof to the cost of remedying the same (in so far as this may be possible) without prejudice to any other claim or remedy that the Licensor may have against the Licensee by reason of the breach and (in any such cases) shall only pay the balance (if any) of the deposit to the Licensee.

(8) That if the Areas or any part thereof is rendered unfit for occupation or use or operation of the Panels by fire, storm, wind, water, typhoon, defective construction, termites, earthquake, landslip or any other calamity beyond the control of the Licensor and not attributable to any failure on the part of the Licensee to observe and carry out its obligations herein contained, the licence fee or a part thereof proportionate to the extent to which the Areas shall have been so rendered unfit for occupation or use or operation of the Panels shall abate and cease to be payable as from the date of occurrence of such event or destruction or damage until the Areas or such part thereof shall have been again rendered fit for occupation or use or operation of the Panels but except as aforesaid no compensation shall be payable by the Licensor to the Licensee PROVIDED ALWAYS THAT the Licensor shall not be required to reinstate the Areas or any part thereof if by reason of the physical condition of the Areas or any part thereof or any ordinances or regulations or other circumstances beyond the control of the Licensor it is not in his opinion practicable or reasonable so to do in which circumstances the licence hereby granted shall be determined without any compensation payable to the Licensee by the Licensor.

(9) That no compensation shall be payable by the Licensor to the Licensee in respect of any loss or damage caused to the Licensee or others by reason of any water flowing on to the Areas or fire or landslip or subsidence on, or to, or of or from the Areas or by reason of any other causes beyond the control of the Licensor including but not limited to any loss or damage caused to the Licensee or others by any interruption or failure in the supply of electricity or other utilities to the Areas or the Panels.

(10) That the rights and liberties hereby granted shall absolutely cease and determine upon the determination in whatsoever manner of this Licence Agreement but without prejudice to any right of the Licensor in respect of any antecedent breach by the Licensee of any of the agreements, conditions, terms, obligations and provisions herein contained.

(11) That upon the termination of this Licence Agreement in whatsoever manner the Licensee shall have no right whatsoever to claim compensation in any form or reprovisioning of accommodation from the Licensor.

SAMPLE

(12) (i) That the Licensee shall at its own expense insure and keep insured at all times during the term of the licence hereby granted the Areas and the Panels and all fixtures and fittings therein with insurers previously approved by the Licensor in writing in the name of the Licensee with the interest of the Licensor noted on the policy and with the policy containing such provisions for the protection of the Licensor as the Licensor may reasonably require to avoid the interests of the Licensor being prejudiced by any act, neglect or default of the Licensee or of any employee, contractor, subcontractor, agent, workman, or of any other occupier, or any licensee or invitee of the Licensee, against loss or damage or costs (including but not limited to any legal expenses that may be incurred by the Licensor or that may be awarded against the Licensor or the Licensor agrees to pay) or anything that the Licensor may be obliged to do arising directly or indirectly out of or in connection with the possession, occupation, use or operation of the Areas or the Panels by the Licensee, 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 any leakage in any sprinkler system, theft, malicious damage, costs of removal of graffiti, impact, and such other risks and contingencies as the Licensor 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 licence fee throughout the term of the licence hereby granted, and, for sufficient cover against the death of or personal injury to or illness or disease contracted by any person and loss or damage whatsoever or legal costs suffered or paid by any person in connection with the possession, occupation, use or operation of the Areas and the Panels by the Licensee.

(ii) In the event of breach of Clause III(12)(i), it shall be lawful for the Licensor at any time thereafter to revoke or terminate this Licence Agreement by giving one calendar month's notice in writing to this effect to the Licensee but without prejudice to the rights of the Licensor under this Licence Agreement.

(iii) That the Licensee shall not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Areas and the Panels and all fixtures and fittings therein, or any of them, against the risks referred to in Clause III(12)(i) hereof may become void or voidable.

(13) That the Licensee shall indemnify and keep indemnified the Licensor from and against any damage caused to any part or parts of the Areas and the Estate, the adjoining or neighbouring lot, lots or premises, by reason of any accident howsoever caused by any part of the Panels, any advertising display, show-case, frame or fitting or any other article or thing erected or placed on or in the Areas by or on the authority of the Licensee or any employee, contractor, subcontractor, agent, licensee or invitee of the Licensee and against all claims, actions, proceedings, demands, costs and expenses whatsoever by reason of or on account of any injury to any person or any damage to any property arising out of any such accident and any accident involving any part of the Panels, any such advertising display, show-case, frame, fitting or other article or thing as aforesaid.

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

SAMPLE

(15) That at the expiration or sooner determination of the term of the licence hereby granted, this Licence Agreement shall be deemed to be automatically terminated and the Licensee shall in accordance with Clause III(16) hereof surrender and deliver up vacant possession of the Areas to the Licensor in all respects to the Licensor's satisfaction. The Licensor shall have the full right to arrange for any new licence of the Areas at its sole discretion and the Licensee shall allow at all reasonable times upon prior notice within one calendar month immediately preceding the expiration or sooner determination of this Licence Agreement prospective licensees to inspect the Areas.

(16) That at the expiration or sooner determination of this Licence Agreement the Panels and all fixtures, fittings and equipment installed by the Licensee in the Areas pursuant to this Licence Agreement will at the option of the Licensor become the absolute property of the Licensor without any compensation therefor being paid by the Licensor to the Licensee, and upon such option being exercised the Licensee shall have no residual rights therein of any kind whatsoever PROVIDED THAT unless the option is exercised by the Licensor, the Licensee in addition to promptly vacating the Areas, shall at its own expense before the expiry or sooner determination of this Licence Agreement demolish and remove in all respects to the satisfaction of the Licensor the Panels, all alterations and additions made to the Areas and all fixtures, fittings, equipment and structures installed by the Licensee then standing on or forming part of the Areas and reinstate the Areas and repair and make good at the Licensee's expense any damage caused to the Areas and the Estate and any drains, waterway, sewers, pipes, cables, wires or other utilities thereon or thereunder resulting from such demolition and removal works in all respects to the satisfaction of the Licensor. Prior to the demolition or removal or any works under this Clause III(16), the Licensee shall submit demolition, removal and works proposal for the written approval of the Licensor. If the Licensee fails to carry out any such works under this Clause III(16) in all respects to the satisfaction of the Licensor, the Licensor may carry out the same and recover the cost so incurred from the Licensee. The Licensee hereby agrees and declares that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee. Without prejudice to the Licensor's other rights under this Licence Agreement, the Licensor shall have the right to require the Licensee to provide at the Licensee's expense one or more reports from qualified person(s) approved by the Licensor to certify all or any of the works required to be carried out under this Clause III(16) have been satisfactorily completed and to decide on the form and contents of such reports. The Licensee hereby agrees and declares that the decision of the Licensor as to whether the works have been completed in all respects to the satisfaction of the Licensor shall be final, conclusive and binding on the Licensee.

(17) That the powers, functions, and duties granted or reserved to the Licensor under this Licence Agreement may be exercised by any person duly authorised by the Licensor.

(18) The Licensor shall have the absolute right and power to suspend the use, operation or occupation of the Areas or the Panels or any part or parts thereof for displaying advertisements and for carrying out any works as the Licensor may at its absolute discretion consider necessary to be done to or on any part or parts of the Areas, the Panels, the Estate or any adjoining premises by serving on the Licensee a 7 days' notice in writing to that effect and the period of suspension will be notified in writing to the Licensee. Upon expiry of such notice of suspension, the Licensee shall cease to have any right to use, operate or occupy the Areas or the Panels or such part or parts thereof so suspended until further notice from the Licensor that the use, operation or occupation thereof may be resumed and the licence fee in respect of such period shall be adjusted to such amount to be determined by the Licensor at its absolute discretion PROVIDED THAT no compensation whatsoever shall be payable by the Licensor to the Licensee and the licence fee shall be reinstated in full upon the expiry of the suspension period.

SAMPLE

(19) That any notice to be served by the Licensor or its officers on the Licensee under the terms and conditions of this Licence Agreement shall be deemed to be sufficiently served on the Licensee if 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.

(20) That any notice to be served by the Licensee on the Licensor under this Licence Agreement shall be addressed to the Housing Manager of Estate for and on behalf of the Licensor and served on the Licensor by post or by leaving the same at the address of the Estate Office at or such other address as may be notified to the Licensee.

(21) That wherever in this Licence Agreement it is provided that :-

(i) the Licensor or its duly authorized officers may carry out works of any description on the Areas or any part(s) thereof or outside the Areas (whether on behalf of the Licensee or on the failure of the Licensee to carry out such works or otherwise) at the cost of the Licensee or that the Licensee shall pay or repay to the Licensor or to its duly authorized officers on demand the cost of such works, and such cost shall include such supervisory and overhead charges as may be fixed by the Licensor or by his duly authorized officers; or

(ii) where the prior approval or consent of the Licensor or its 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.

(22) That the Licensor shall have the full right to terminate this Licence Agreement forthwith if the Licensee, its employees or agents shall be found to have been convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the licence hereby granted and the Licensee shall be liable for any damages suffered or to be suffered by the Licensor arising from or in connection with such termination.

(23) That the security of the Areas and the Panels shall be the sole responsibility of the Licensee.

(24) That the Licensor shall have the absolute right to permit any service or business to be operated adjacent to or adjoining the Areas or the Panels or within the Estate or any part of any of them. The Licensee shall make no objection thereto and shall have no right to claim compensation whatsoever for such permission.

(25) That any inspection, repair or maintenance works of or to the Panels or the Areas by the Licensee shall be carried out upon obtaining prior written approval from the Licensor.

(26) That the Licensor shall have the absolute right to permit and grant such licence or licences for additional advertising area or areas to any party or parties near or adjacent to the Areas and the Licensee shall make no objection thereto and shall have no right to claim compensation whatsoever for such permission and grant of such licence or licences as aforesaid.

(27) (i) Any damage or obstruction caused by the Licensee, its servants or agents to any nullah, sewer, storm-water drain or water main within or adjoining or near to the Areas or the Estate shall be made good by the Licensor at the cost of the Licensee, and the amount due in respect thereof shall be paid on demand to the Licensor by the Licensee.

SAMPLE

(ii) Notwithstanding sub-clause (i) of this Clause III(27), the Licensee shall, at the request of the Licensor, make good such damage or obstruction as specified by the Licensor at the Licensee's own expense and in all respects to the satisfaction of the Licensor.

(28) That notwithstanding any other provisions of this Licence Agreement including any provision which purports to confer a benefit on a person who is not a party to this Licence Agreement, this Licence Agreement is not intended to and does not give any person who is not a party to this Licence Agreement any right to enforce any provisions of this Licence Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), and a person who is not a party to this Licence Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any provisions of this Licence Agreement.

(29) That the lighting system of the Estate or any part thereof including but not limited to its associated conduits, trucking and switchgear shall not be blocked or interfered with by the Licensee or any employees, contractors, subcontractors, agents, licensees or invitees of the Licensee.

(30) That subject to the prior written consent of the Licensor, the Licensee may, at its own expense, during the term of this Licence Agreement remove any fixtures, fittings and equipment previously installed by the Licensee in the Areas and replace them with other fixtures, fittings and equipment.

(31) The Licensor shall not be under any liability whatsoever to the Licensee or any servant or agent or contractor or subcontractor of the Licensee for the payment of any claim for compensation arising out of the operation of this Licence Agreement or any clause hereof.

(32) The Licensor shall be entitled to transfer and assign the reversion in the Areas and all the Licensor's rights and obligations under this Licence Agreement to any third party (the "Assignee") on such terms and conditions as the Licensor shall think fit without any interference or any claim or demand for compensation whatsoever by the Licensee. Upon such transfer or assignment,

a. if the Licensee has paid to the Licensor any deposit under Clause III(5) of this Licence Agreement, the Licensor shall also be entitled to transfer the said deposit paid by the Licensee (less any deduction which the Licensor is entitled to make hereunder) to the Assignee;

b. if the Licensee has pursuant to Clause III(5) of this Licence Agreement provided any guarantee to the Licensor, the Licensee shall on demand by the Licensor at the Licensee's own expense obtain and deposit with the Assignee a fresh guarantee similar to that mentioned in Clause III(5) but given in favour of the Assignee.

With effect from the date of the transfer or assignment of the reversion and all the Licensor's rights and obligations by the Licensor as aforesaid, the Licensor shall be absolutely released from all the Licensor's obligations and all liabilities whatever hereunder (including the Licensor's obligation to refund the deposit, if any, paid by the Licensee under Clause III(5), in accordance with the terms and conditions hereunder whether contractual or otherwise) and all such obligations and liabilities shall be assumed by the Assignee. If the Licensee has paid any deposit under Clause III(5), the Licensee shall only seek refund of the said deposit (subject always to the terms and conditions contained in this Licence Agreement) from the Assignee.

SAMPLE

(33) The Licensee shall endeavour to participate in sustainability practices that promote environmental responsibility and resources conservation, as the Licensee sees fit. This may include, but not be limited to, initiatives aimed at enhancing energy efficiency, conserving water and reducing waste. The Licensee is encouraged to identify and implement innovative solutions that contribute positively to the overall environmental impact of the premises.

a. The Licensee shall upon request by the Licensor endeavour to participate in the environmental protection activities after they are launched such as food waste recycling scheme and comply with all the rules and regulations as may be prescribed by the Licensor from time to time for the activities. For the avoidance of doubt, the Licensee shall not be entitled to any abatement of the licence fee or any compensation whatsoever for participation in the activities pursuant to this Clause III(33).

b. The Licensee shall use all reasonable endeavours to:
   (i) Reduce electricity consumption;
   (ii) Reduce town gas consumption (if applicable);
   (iii) Reduce water consumption (if applicable);
   (iv) Reduce and recycle waste;
   (v) Adopt sustainable fit-out features / materials; and
   (vi) Adopt employee-oriented good human resource management measures.

(34) Notwithstanding anything to the contrary in this Licence Agreement, it shall be lawful for the Licensor at any time after the happening of any of the circumstances or events mentioned in the following sub-clauses a., b. or c. to terminate this Licence Agreement and re-enter upon the Areas or any part thereof in the name of the whole, but without prejudice to any right of action of the Licensor in respect of any antecedent breach, non-performance or non-observance of the terms and conditions to be observed by and on the part of the Licensee herein contained and in the event of such re-entry the licence fee already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Licensee by the Licensor:

a. the Licensee has engaged or is engaging in any act or activity that is likely to constitute or cause the occurrence of an offence endangering national security or which would otherwise be contrary to the interest of national security;

b. the continued occupation and use of the Areas or the Panels or any part or parts thereof by the Licensee or the continued performance of the Licence Agreement by the Licensee is contrary to the interest of national security; or

c. the Licensor reasonably believes that any of the circumstances or events mentioned above is about to occur.

Upon the re-entry and determination of this Licence Agreement aforesaid, the Licensee shall indemnify and keep the Licensor indemnified from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of the same or in relation thereto.

For the avoidance of doubts, the word “engage” or its variants in this condition shall include but not be limited to aiding, abetting, counselling or procuring. The Licensee hereby agrees and declares that the decision of the Licensor to terminate this Licence Agreement under this Clause III(34) shall be final, conclusive and binding on the Licensee.

(35) The Licensee shall at its own expense display the Licensee's name and contact channel(s) for queries at a conspicuous position at the front side of each of the Panels in all respects to the satisfaction of the Licensor.

SAMPLE

IV. The expression the “Licensee” wherever used herein shall include the person or persons specifically named and his or their executors or administrators and in the case of a corporation shall include the corporation specifically named and its successors and (if the context so permits or requires) words importing the singular number only shall include the plural number and words importing the masculine gender only shall include the feminine gender and the neuter and words importing a person shall include a corporation.

V. Each party hereto shall pay its own legal costs and expenses of and incidental to the preparation and execution of this Licence Agreement.

SAMPLE

The Schedule Above Referred To

Purpose for which Areas shall be used	:	Installation and operation of __(number of panels) display panels for advertising purpose only, with materials and contents pre-approved by the Licensor in writing. The number of Panels on the respective parts of the Areas shall be listed below: Each of the Panels shall have maximum dimensions of approximately 430mm (W) x 730mm (H) x 20mm (D), or with such other dimensions subject to consent under Clause II(3)(i).

Area 1: One (1) display panel for advertising purpose only and shown coloured yellow edged red below.

[Insert layout plan and/or photograph showing the location of the Advertising Area for identification purposes.]

[Not to Scale]
[For identification purpose only]

SAMPLE

Area 2: One (1) display panel for advertising purpose only and shown coloured yellow edged red below

[Insert layout plan and/or photograph showing the location of the Advertising Area for identification purposes.]

[Not to Scale]
[For identification purpose only]

SAMPLE

AS WITNESS the signature of the parties hereto the day and year first hereinbefore written.

SIGNED on behalf of the Licensor
in the presence of :

SIGNED by the Licensee in the
presence of :

INTERPRETED to the Licensee by:

DEPOSIT Receipt No. :

SAMPLE

HONG KONG HOUSING AUTHORITY
Form of Tender

* Delete whichever is inappropriate.

Tender for a 3-year licence of advertising areas (the "**Advertising Areas**") for advertising display panels on designated portions of building walls in **Kwai Tsui Estate** as specified in **Appendix I** of the Tender Notice on terms as specified in the Hong Kong Housing Authority (HA)'s licence agreement at **Appendix IV** of the Tender Notice (the "**Licence Agreement**"), subject to the Tender Notice with **Appendices I** to **IV** thereto (including the General Conditions of Tender at **Appendix II**).

Completed tender form and cheque shall be deposited **(in person)** into the Tender Box :

Commercial Properties Management Unit,
Estate Management Division,
Housing Department,
Wing A, Level 3,
HKHA Customer Service Centre,
3 Wang Tau Hom South Road,
Kowloon.

*I/We _____
(*H.K.I.C. No./ Certificate of Incorporation (issued by the Companies Registry) No. /Business Registration No. (i.e. the first 8 digits of the Business Registration Certificate number): _____) **having read the Tender Notice (with Appendices I-IV** thereto**)** hereby offer to take the licence for the Advertising Areas at the following monthly offered licence fee (inclusive of rates), and on the terms and conditions set out in the Tender Notice and **Appendices I-IV** thereto, including the General Conditions of Tender and the Licence Agreement.

Monthly Offered Licence Fee (Inclusive of Rates)
(Amounts in whole dollars only, exclude cents)

Hong Kong Dollars _____ (HK$ _____)

2. If this tender is accepted then until the Licence Agreement is signed, this tender together with the written acceptance thereof shall constitute a binding agreement between *me/us and the Hong Kong Housing Authority in the terms as set out in the Tender Notice together with the said Appendices, including the General Conditions of Tender and the Licence Agreement.

3. A *CHEQUE/CASHIER'S ORDER No. _____, Bank _____for HK$_____ is forwarded herewith as a security deposit for the exact amount equivalent to **one month's offered licence fee**, as a pledge of bona fides of *my/our tender. *I/We understand that in the event of *my/our tender being unsuccessful *my/our *cheque/cashier's order will be returned by registered post to *my/our last known address in Hong Kong at *my/our own risk or if banked on receipt, the security deposit of the one month's offered licence fee, as a pledge of the bona fides of the tender will be refunded without interest.

4. *I/We also understand that liquidated damages will be imposed:

(i) if *I am/we are discovered to have manipulated HA's tender system, as stated in Clause 3 of the General Conditions of Tender at Appendix II of the Tender Notice; or

(ii) if *I/we withdraw the tender either before or after its acceptance by HA as stated in Clause 10 of the General Conditions of Tender at Appendix II of the Tender Notice.

5. Particulars of *myself/ourselves are as follows :

Name of person/limited company (as shown on H.K.I.C./Certificate of Incorporation/ Business Registration Certificate)	H.K.I.C. No./ Certificate of Incorporation No. / Business Registration No. (i.e. the first 8 digits of the Business Registration Certificate number)	Age	Sex	Relationship with Tenderer (e.g. partners etc.)

6. *I/We guarantee the accuracy of all information provided by *me/us in this Form of Tender and acknowledge the right of HA to reject this tender or revoke the Licence Agreement signed subsequently in the event that any of the said information is found to be false.

7. *I/We confirm that as at the time of submission of this Form of Tender and other than the Excepted Communications referred to in the remark below of this Form of Tender, *I/We had not communicated to any person other than HA the amount of any licence fee offer, adjusted the amount of any quotation by arrangement with any other person, made any arrangement with any other person about whether or not *I/we or that other person should submit a Form of Tender or otherwise colluded with any other person in any manner whatsoever and undertake that at any time thereafter in the tendering of the above premises until the bidder is notified by HA of the outcome of the tendering exercise and other than the Excepted Communications referred to in the remark below of this Form of Tender, *I/we will not communicate to any person other than HA the amount of any licence fee offer, adjust the amount of any quotation by arrangement with any other person, make any arrangement with any other person about whether or not *I/we or that other person should bid or otherwise collude with any other person in any manner whatsoever.

Remark: In this Form of Tender, the expression "Excepted Communications" means *my/our communications in strict confidence with *my/our own consultants or insurers to solicit their assistance in preparation for submission of this Form of Tender.

8. For the purpose of processing the tender in this Form, *I/we hereby authorize HA to collect *my/our personal data for verification of the personal data provided in this Form of Tender. *I/We hereby further authorize HA to carry out matching procedures as defined under the Personal Data (Privacy) Ordinance to compare (whether by manual means or otherwise) the personal data in this Form of Tender with *my/our personal data collected for any other purpose by HA for investigation and verification and such comparison may be used for the purpose of taking adverse action against *me/us.

Name of Tenderer : _____

Signature of Tenderer : _____

In the capacity of _____
(Post of Signatory)

duly authorized to sign
tenders for and on behalf of _____
(Company Name)

Date : _____

Address : _____

_____

_____

Tel. No. : _____

Signature of Witness : _____

Name of Witness in Block Letters : _____

_____

Date : _____

Address : _____

_____

_____

Tel. No. : _____

Company Chop

applicable to the case submitted by a limited company

HONG KONG HOUSING AUTHORITY
Form of Tender

* Delete whichever is inappropriate.

Tender for a 3-year licence of advertising areas (the "**Advertising Areas**") for advertising display panels on designated portions of building walls in **Kwai Tsui Estate** as specified in **Appendix I** of the Tender Notice on terms as specified in the Hong Kong Housing Authority (HA)'s licence agreement at **Appendix IV** of the Tender Notice (the "**Licence Agreement**"), subject to the Tender Notice with **Appendices I** to **IV** thereto (including the General Conditions of Tender at **Appendix II**).

Completed tender form and cheque shall be deposited **(in person)** into the Tender Box :

Commercial Properties Management Unit,
Estate Management Division,
Housing Department,
Wing A, Level 3,
HKHA Customer Service Centre,
3 Wang Tau Hom South Road,
Kowloon.

*I/We _____
(*H.K.I.C. No./ Certificate of Incorporation (issued by the Companies Registry) No. /Business Registration No. (i.e. the first 8 digits of the Business Registration Certificate number): _____) **having read the Tender Notice (with Appendices I-IV** thereto**)** hereby offer to take the licence for the Advertising Areas at the following monthly offered licence fee (inclusive of rates), and on the terms and conditions set out in the Tender Notice and **Appendices I-IV** thereto, including the General Conditions of Tender and the Licence Agreement.

Monthly Offered Licence Fee (Inclusive of Rates)
(Amounts in whole dollars only, exclude cents)

Hong Kong Dollars _____ (HK$ _____)

2. If this tender is accepted then until the Licence Agreement is signed, this tender together with the written acceptance thereof shall constitute a binding agreement between *me/us and the Hong Kong Housing Authority in the terms as set out in the Tender Notice together with the said Appendices, including the General Conditions of Tender and the Licence Agreement.

3. A *CHEQUE/CASHIER'S ORDER No. _____, Bank _____for HK$_____ is forwarded herewith as a security deposit for the exact amount equivalent to **one month's offered licence fee**, as a pledge of bona fides of *my/our tender. *I/We understand that in the event of *my/our tender being unsuccessful *my/our *cheque/cashier's order will be returned by registered post to *my/our last known address in Hong Kong at *my/our own risk or if banked on receipt, the security deposit of the one month's offered licence fee, as a pledge of the bona fides of the tender will be refunded without interest.

4. *I/We also understand that liquidated damages will be imposed:

(i) if *I am/we are discovered to have manipulated HA's tender system, as stated in Clause 3 of the General Conditions of Tender at Appendix II of the Tender Notice; or

(ii) if *I/we withdraw the tender either before or after its acceptance by HA as stated in Clause 10 of the General Conditions of Tender at Appendix II of the Tender Notice.

5. Particulars of *myself/ourselves are as follows :

Name of person/limited company (as shown on H.K.I.C./Certificate of Incorporation/ Business Registration Certificate)	H.K.I.C. No./ Certificate of Incorporation No. / Business Registration No. (i.e. the first 8 digits of the Business Registration Certificate number)	Age	Sex	Relationship with Tenderer (e.g. partners etc.)

6. *I/We guarantee the accuracy of all information provided by *me/us in this Form of Tender and acknowledge the right of HA to reject this tender or revoke the Licence Agreement signed subsequently in the event that any of the said information is found to be false.

7. *I/We confirm that as at the time of submission of this Form of Tender and other than the Excepted Communications referred to in the remark below of this Form of Tender, *I/We had not communicated to any person other than HA the amount of any licence fee offer, adjusted the amount of any quotation by arrangement with any other person, made any arrangement with any other person about whether or not *I/we or that other person should submit a Form of Tender or otherwise colluded with any other person in any manner whatsoever and undertake that at any time thereafter in the tendering of the above premises until the bidder is notified by HA of the outcome of the tendering exercise and other than the Excepted Communications referred to in the remark below of this Form of Tender, *I/we will not communicate to any person other than HA the amount of any licence fee offer, adjust the amount of any quotation by arrangement with any other person, make any arrangement with any other person about whether or not *I/we or that other person should bid or otherwise collude with any other person in any manner whatsoever.

Remark: In this Form of Tender, the expression "Excepted Communications" means *my/our communications in strict confidence with *my/our own consultants or insurers to solicit their assistance in preparation for submission of this Form of Tender.

8. For the purpose of processing the tender in this Form, *I/we hereby authorize HA to collect *my/our personal data for verification of the personal data provided in this Form of Tender. *I/We hereby further authorize HA to carry out matching procedures as defined under the Personal Data (Privacy) Ordinance to compare (whether by manual means or otherwise) the personal data in this Form of Tender with *my/our personal data collected for any other purpose by HA for investigation and verification and such comparison may be used for the purpose of taking adverse action against *me/us.

Name of Tenderer : _____

Signature of Tenderer : _____

In the capacity of _____
(Post of Signatory)

duly authorized to sign
tenders for and on behalf of _____
(Company Name)

Date : _____

Address : _____

_____

_____

Tel. No. : _____

Signature of Witness : _____

Name of Witness in Block Letters : _____

_____

Date : _____

Address : _____

_____

_____

Tel. No. : _____

Company Chop

applicable to the case submitted by a limited company

In order to avoid misdelivery, please write your name and address in BLOCK LETTERS and **BLACK INK** (Please submit together with the Form of Tender) :

Name _____

Address _____

_____

_____

Name _____

Address _____

_____

_____

Name _____

Address _____

_____

_____

Photo: Location of the Tender Box



Completed Tender Forms must be deposited (in person) into the Tender Box as shown in the above photo. Late tenders will not be considered. The Tender Box is located in the Commercial Properties Management Unit of the Estate Management Division, Housing Department at Wing A, Level 3, HKHA Customer Service Centre, 3 Wang Tau Hom South Road, Kowloon. HA will not be responsible for any mislaid tenders submitted by other methods.