香港房屋委員會

招標公告

招標承投豐和邨大廈牆身指定地方
作廣告展示屏幕的廣告位暫准證

現就豐和邨地下的住宅大廈升降機大堂牆身指定地方，招標承投作廣告展示屏幕的廣告位（下稱「該等廣告位」）暫准證。**該等指定廣告位總數為十(10)個，由香港房屋委員會（下稱「房委會」）全權酌情決定設有該等廣告位的住宅大廈升降機大堂的確實數目和分布，以及各大堂獲編配的該等廣告位數目。**投標者知悉並同意房委會就住宅大廈升降機大堂獲編配的該等廣告位數目、位置和分布所作的決定屬最終決定，並受其約束，投標者不得就此提出反對、申索或異議。**中標者須於中標通知書發出日期起計一個月內就該等廣告位的確實位置作出建議，並視乎房委會是否接納建議而定。**房委會有絕對酌情權指定該等廣告位的位置，而房委會就此所作的決定屬最終決定並具約束力。暫准證賦予安裝、維修和操作廣告展示屏幕的權利，為期三年，由房委會指定的日期起生效。暫准證只作展示廣告用途，並須受本招標公告，包括其附錄和暫准證協議大綱所載的條款及條件規限。投標者應在投標前細閱**附錄 I 至 IV** 所載的詳細資料，以取得進一步指引。請注意，該等附錄所載的資料如有更改，恕不另行通知。

2. 房委會不一定接納出價最高的投標書或任何一份投標書。房委會保留權利，可與任何投標者商議批出暫准證的條款及條件。房委會在審核任何一份投標書及決定是否批出標書時，會考慮投標者過往或現時作為房委會物業暫准證持有人或承租人的表現。房委會就是否批出標書所作的決定，屬最終決定。

3. 該等廣告位的暫准證期定為三年，期滿後沒有續期權利。投標者在夾附的投標表格內所提出的暫准證月費，須為整個三年暫准證期的固定暫准證月費（包括差餉在內）。不符合本段所載規定的投標書，房委會一概不予考慮。

4. 投標者遞交的標書必須符合以下預審資格規定，才會獲得考慮。未能符合這些先決條件的人士或公司所遞交的標書，會視作不符合資格，並會因此被取消投標資格：

a) 在緊接截標日期前的過去五年內，具備合共最少三年為香港住宅大廈升降機大堂操作廣告展示屏幕的經驗，而當中兩年的經驗須在緊接截標日期前兩年取得；

b) 具備為香港住宅大廈升降機大堂操作廣告展示屏幕的相關經驗，當中涉及最少 20 幢住宅大廈和最少 40 個展示屏幕；以及

c) 投標者必須提交所經營的廣告位業務資料、相關住宅大廈升降機和住宅大廈的大堂位置資料和相關日期資料（或房委會認為有需要的其他相關文件），以證明符合上述要求。

5. 投標者須符合下述條件：

(a) 投標書須以夾附的投標表格填寫，**一式兩份**（兩份須皆為已簽署正本），並放入信封內密封和清楚註明「競投豐和邨廣告位」。已密封信封上如沒有註明屋邨名稱，標書可能會作廢。

(b) 填妥的投標表格必須在 **2026 年 11 月 27 日（星期五）上午 10 時前**，放入設於九龍橫頭磡南道 3 號香港房屋委員會客務中心第三層 A 翼房屋署屋邨管理處商業樓宇管理小組的投標箱內。逾期遞交的投標書概不受理。用其他方法投遞者，如有誤投，房委會概不負責。投標者須注意，投標表格一經提交，其內所載的重要資料一概不得修改。

(c) 投標者須將投標書連同支付予「香港房屋委員會」作為保證金，面額相等於投標書所訂明一個月競出暫准證費的港幣銀行本票或支票，一併放入密封信封內。

(d) 除在投標表格所顯示空位上填寫所需的資料和細節外，不得在投標表格中加插、刪除或改動任何條款或條件。如投標書就投標表格所載的任何條款或條件有所加插、刪除或改動，房委會有可能不考慮或評審任何不符合本段（第 5(d)段）所載規定的投標書。

(e) 投標者如以個人名義遞交投標書，必須年滿 18 歲。投標者須附上有效商業登記證副本及由稅務局局長發出的商業登記冊內資料摘錄核證本，而該等文件須清楚顯示該商號或業務獨資經營人或全體合夥人（視屬何情況而定）的姓名。

(f) 投標者如以法團名義遞交投標書，須把以下文件副本各一份，連同公司註冊處發出的受保護資料報告一併提交：有效商業登記證、公司註冊證明書、組織章程細則、法團成立表格（如在遞交投標書當日仍未把法團的首份周年申報表送交公司註冊處存檔），以及送交公司註冊處存檔載有公司全部董事詳情（須顯示身份證／護照號碼）的最近期周年申報表（如有）、更改公司秘書及董事通知書（如有），以及更改公司秘書及董事詳情通知書（如有）。

6. 所有投標者須在截標前遞交全部所需資料及文件（包括但不限於本招標公告第 4(c)、5(c)、5(e)及 5(f)段所指的文件）。房委會有可能不考慮或評審任何不符合本招標公告內全部條款及規定的投標書。房委會保留權利，可在截標後要求投標者就所需的資料及文件作補充說明，並要求投標者在訂明期間內向房委會遞交該等資料及文件。如沒有遞交所需的資料及文件，投標書會按已收到的資料及文件評審。

7. 投標者須注意，房委會保留權利，可委任物業管理公司管理本屋邨。該等公司的職責包括收取暫准證費、租金和其他費用、採取措施確保承租人／暫准證持有人遵守暫准證條件、維修及保養樓宇結構及裝置，以及處理潔淨、保安和宣傳推廣方面的工作。房委會負責甄選暫准證持有人／承租人、釐定租金／暫准證費、訂立暫准證期、對違反暫准證條件的暫准證持有人進行最終處分，以及全面監督物業管理公司的表現。房委會有權把該等廣告位的復歸權及暫准證協議上的一切權利和義務，以房委會認為合適之條款及條件轉讓予任何第三者，暫准證持有人不得作出任何干擾或提出任何申索。

8. 投標者須注意，房委會存有中央檔案，載列曾違反租約／暫准證條款及條件的前商戶／暫准證持有人的記錄。由該等曾違反租約／暫准證條款及條件的前商戶／暫准證持有人遞交的標書可能不獲考慮。

9. 暫准證協議的條款為**附錄 IV**所載的條款。該等條款屬標準條款，不容再作商議。投標者於提交標書時將被視作已清楚知悉該等條款。

10. 中標者須按獲授予暫准證所訂權利當日房委會就該等廣告位所作的最終決定和當日廣告位的情況及狀況，接收該等廣告位。所有投標者應在遞交標書之前，自行並自費就該等廣告位的整體實際狀況、情況及安全考量進行評估。由於廣告位的確實位置將於截標後方能確定，故此實地視察的範圍僅限於相關升降機大堂。投標者如欲實地視察相關升降機大堂，須在 **2026 年 11 月 24 日**或之前與本招標公告第 14 段所提述的人員聯絡，以作安排。

11. 投標書如獲接納，在妥為簽署或簽立暫准證協議之前，投標書連同接納書構成中標者與房委會之間具有約束力的協議。至於相等於一個月競出暫准證費的款項的保證金，中標者可用作根據暫准證條款向房委會支付上述首個月份暫准證費的部分款項，不足之數由中標者繳付。儘管本投標章程任何其他條文另有規定，落選者的支票或本票，將一概按照最後報稱的香港地址寄回。如有寄失，房委會恕不負責。如支票或本票已由房委會兌現，則將相等於一個月競出暫准證費的款項的保證金，免息照額發還。

12. 如發出颱風和暴雨警告，將按照載於**附錄 III**的指引處理遞交標書事宜。

13. 本招標公告及投標表格的中文本如與英文本有差異或出入，概以英文本為準。

14. 如對是次招標有任何查詢或需安排實地視察，請聯絡羅煒東先生（電話：2794 5825）。

招標承投豐和邨大廈牆身指定地方

作廣告展示屏幕的廣告位暫准證

重要事項及規定

(1) 該等指定廣告位總數為十(10)個。須以該等廣告位在移交時已有的裝置和當時的狀況將該等廣告位移交予暫准證持有人。暫准證持有人須負責該等廣告位的一切改裝和裝修工程費用，並須就工程細節取得房委會批准。

(2) 暫准證持有人在每個指定廣告位最多可安裝一個廣告展示屏幕，並須事先就所有展示屏幕的物料和展示內容取得房委會書面批准。每個廣告展示屏幕的尺寸最多約爲 430 毫米（闊）× 730 毫米（高）× 20 毫米（深）。

(3) 投標者宜在遞交標書前進行實地視察。

(4) 就每個廣告展示屏幕，房委會有絕對酌情權為其提供合適的電源。

(5) 該等廣告位的預計移交日期，須為該邨房屋事務經理或獲房委會授權人士發出的書面通知所指明的日期。

(6) 暫准證持有人須自費設計、建造、操作、管理、保養和控制廣告展示屏幕及其支承構築物，而該等廣告屏幕和支承構築物的設計和標準須令房委會滿意。

(7) 對於該等廣告位是否適合及適宜安裝暫准證持有人建議或希望安裝的廣告展示屏幕，房委會概不在本招標公告、標書或暫准證協議中作任何明示或默示的保證。

(8) 投標者須檢查現有結構能否承載廣告展示屏幕的重量，並須在有需要時或應房委會的要求提出加固工程方案和就廣告展示屏幕提供經核證的結構計算報告。在有需要時或應房委會要求而進行的擬議技術檢查及加固工程和提供的核證結構計算報告，所招致的費用均由準暫准證持有人悉數承擔。擬進行的改建及加建工程，不論是否影響廣告位的外觀，均須事先取得房委會書面批准。

(9) 暫准證持有人須確保連接固定構件細節的設計及安裝穩妥，以及廣告展示屏幕須穩固安裝於牆上。暫准證持有人應檢查固定牆身的結構是否完整，並應妥善保留現有的結構。任何結構構件內均不得設置隱蔽式喉管及導管，施工過程中亦不得損壞結構構件。未經房委會書面批准，不得在任何結構構件上開洞。

(10) 在工程進行期間，暫准證持有人須採取一切必要的措施，以保障公眾安全。因安裝及相關工程而引致的損壞，暫准證持有人須自費修復，直至房委會滿意為止。

(11) 暫准證持有人須定期檢查和妥善維修保養所有裝置，包括廣告展示屏幕，以確保穩固和安全。

(12) 擬議裝置不得對日後進出房委會轄下物業及設施的維修通道造成阻礙。

(13) 房委會有絕對酌情權決定是否讓任何人士在商場／屋邨內的獨立地方安裝廣告展示屏幕。

(14) 投標者須在每個廣告展示屏幕附近的當眼位置展示下述擬議免責聲明。免責聲明的內容如有更改，恕不另行通知。

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(15) 暫准證持有人須確保遵守有關當局就該等廣告位或任何屏幕範圍的業務操作(包括但不限於上載或展示任何廣告)所訂立的發牌規定、條例、規則和規例。

(16) 暫准證持有人不得在該等廣告位範圍展示或准許展示未經房委會書面批准的廣告。房委會有絕對酌情權，可在其認為適當的情況下批准或不批准任何廣告而無須向暫准證持有人作出任何補償。

(17) 暫准證持有人須在三年暫准證有效期屆滿後騰出該等廣告位，並承擔所涉費用，房委會概不就此發放任何津貼或作出任何補償。暫准證持有人須移除所放置的一切固定裝置、設備和裝置，並把該等廣告位回復至房委會滿意的狀況後騰空交回。

(18) 上文所提供的資料，只作參考用途；如有任何更改，恕不另行通知。特此聲明，因上述資料有所更改而引致的任何損失或損害賠償，房委會概不負責，投標者或暫准證持有人亦不得就該等損失或損害賠償向房委會提出申索。

投標普通章程

(1) 房委會不一定接納任何一份標書。

(2) 任何投標者若以其他人士的代理人或信託人身分簽署標書，則須在標書上註明該人士或該等人士的姓名及地址。若無註明上開資料者，則在投標表格上簽署的人士將被視為本人參予競投；如於事後始將委託、代理等事項透露，房委會將不予承認。

(3) 投標者須注意，倘若發現房委會的投標制度被投標者操縱，而房屋署署長已獲得證明並信納屬實，則房屋署署長有權拒絕及／或不考慮該投標者的標書，並沒收整筆保證金交予房委會作為算定損害賠償。投標者在遞交標書後，即視為同意房屋署署長就投標制度有否被操縱及投標者是否牽涉事件之內所作的決定屬最終決定，並同意受該等決定約束。

(4) 甄選投標時，房委會會先選出有限數目的投標者列為初選入圍者。初選入圍者的支票或本票須予保留，暫不發還，直至最後複選選出中標者為止。至於其他落選投標者的支票或本票，將於截標日期後兩至三星期內發還。初選入圍者的支票或本票則須在較遲時間方予發還。儘管本投標章程任何其他條文另有規定，落選投標者的支票或本票，將一概按照最後報稱的香港地址，以掛號信寄回。如有寄失，房委會恕不負責。倘若支票或本票已由房委會兌現，則將相等於一個月競出暫准證費的款項的保證金，免息照額發還。投標結果會在適當時候上載於房委會網頁 www.housingauthority.gov.hk，公告周知。

(5) 房委會辦理投標事務，絕不收取任何費用。若有人藉詞就任何投標事宜可加以協助而索取報酬，須立即通知有關當局。

(6) 投標者須注意，凡向房委會僱員提供酬金、金錢或禮物、或作此種提議，以圖該僱員就投標給予方便者，即屬觸犯《防止賄賂條例》。若有此等情況發生，必會向廉政公署舉報。

(7) 投標者若有向房委會職員疏通或採取任何不正當手段，以圖左右投標之挑選者，其標即予取消。

(8) 在房委會人員通知投標者是次招標的結果前，投標者不得將競出暫准證費金額傳達房委會以外的任何人士、透過與任何其他人士的安排調整競出暫准證費金額、與任何其他人士就其本人或該人士應否提交標書作出任何安排，或在招標過程中以其他任何方式與任何其他人士串通。投標者若違反或不遵守本條文的規定，在不影響投標者違反或不遵守本條文所須承擔的責任下，其標書即告無效。

(9) 投標者若以獨資經營人或合夥人名義遞交標書，獨資經營人或全體合夥人須簽署投標表格。投標者若以法人團體名義遞交標書，則其獲授權人員須簽署投標表格。投標者須註明願意繳付的競出暫准證費數額，並須在投標表格內夾附用以繳交投標保證金的支票或本票乙張，抬頭人為「香港房屋委員會」，面額須等於一個月的競出暫准證費。房委會收到支票或本票，將立即向銀行兌現。投標表格或所附的支票或本票，倘有不符上述規定者，標書即不獲考慮。投標者請注意，競出暫准證費必須以整數填寫，切勿填寫角或分，否則標書將不獲考慮。

(10) 標書一經遞交，即在截標日期後 180 天內保持有效和可予接納(「**標書有效期**」)。倘若投標者在標書有效期內撤回標書，房委會有權以收取算定損害賠償而非罰款的形式，沒收投標者在投標時所繳交的整筆保證金。倘若房委會沒有在標書有效期內接納標書，則投標者有權在標書有效期屆滿後的 7 天內，向房委會發出書面通知以撤回標書。在此情況下，房委會須向該名投標者退還保證金，但無須支付任何利息、費用、開支、補償或損害賠償等。如無該項書面通知，房委會有權把有關標書視作仍然有效，如同標書有效期並未屆滿，而投標者將繼續受本招標公告的條款（包括上述的算定損害賠償條款）約束。

(11) 投標者須自行承擔或被視為自行承擔提交標書所涉的費用，即投標者明白房委會不會承擔因是次招標或投標所引致或附帶引起的費用（包括準備和提交標書、作出查詢、進行簡介、提供補充說明或取消招標或投標的費用）。

(12) 中標者須於中標通知書發出日期起計一(1)個月內就該等廣告位的確實位置作出建議，並視乎房委會是否接納建議而定。待房委會以書面通知接納有關位置，且完成安裝任何電源插座、熔斷器支脈電路接線位或其他供電設施的工程後，房委會便會通知中標者須於房委會或其獲授權人士所發書面通知的指定時間內，即由發出通知當日起計不少於七(7)天內，簽立暫准證協議。

如房委會未能在指定時間內收到中標者建議的位置，或中標者建議的位置不獲房委會接納，房委會有絕對酌情權指定該等廣告位的位置，而房委會就此作出的決定屬最終決定，並對中標者具約束力。房委會其後會通知中標者須於房委會或其獲授權人士所發書面通知的指定期間內，即由發出通知當日起計不少於七(7)天內，簽立暫准證協議。簽立暫准證協議後，暫准證將會於房委會指定的日期起生效。如中標者未能在指定日期前簽立暫准證協議，房委會可指明其認為合適的生效日期。中標者不得就房委會所指定的廣告位位置（包括該等指定廣告位與中標者意願不符一事），向房委會提出任何形式的申索。中標者所競出的暫准證費用維持不變，在任何情況下均不得予以調整。

倘若投標者基於任何理由未能在指定時間內簽立暫准證協議，房委會可選擇以書面通知投標者即時取消該份標書和撤銷把該等廣告位租予投標者。一旦按上述規定取消該份標書和撤銷把該等廣告位租予投標者，整筆保證金即作為算定損害賠償而非罰款由房委會全數沒收，不再另行通知，而房委會可把該等廣告位租予他人及／或以其認為恰當的方式處理該等廣告位。投標者不得就任何賠償或退還保證金或就該等廣告位或其他事宜，向房委會提出申索。

(13) 房委會根據本標書須發予投標者的任何通知，倘若以郵遞方式發出，如已寫上投標者姓名，並以普通預付郵費方式寄往投標者在此提供的地址，或最後房委會獲通知所知的地址，則可視作已循有效途徑發出；而在郵寄日期後的第二個營業日，則可視作已送達論。

(14) 即使本投標章程中有任何相反的規定，房委會保留權利，基於下列情況取消投標者的投標資格：

(a) 投標者或其控股公司（如有）或其主事人（如有）已經或正在、或被房委會合理地相信已經或正在作出有可能構成或導致危害國家安全罪行或不利於國家安全的任何行為或活動；

(b) 為國家安全起見，有需要取消投標者的投標資格；或

(c) 為保障香港的公眾利益、公眾道德、公共秩序或公共安全，有需要取消投標者的投標資格。

為免生疑問，本段「作出」一詞或其變體詞包括但不限於協助、教唆、慫使或促致，房委會亦無須就證明上述需要負上法律責任。

(15) 投標者須注意，如發生以下任何情況／事件，以及任何投標者屬其中一項或多項以下情況／事件所提及或指稱的投標者，其標書可能不獲房委會考慮：

(a) 投標者曾是房委會作為業主／暫准證發出人的一份前商業租約的承租人或一份前暫准證協議的持有人，而投標者未有按該份前租約或暫准證協議的規定支付任何租金、暫准證費、費用或差餉，且在投標截止日期前，尚未向房委會全數清繳所有欠款（連同相關利息（如有））；

(b) 投標者是房委會作為業主／暫准證發出人的一份現行商業租約的承租人或一份現行暫准證協議的持有人，而投標者未有按該份租約或暫准證協議的規定支付任何租金、暫准證費、費用或差餉，且在投標截止日期前，尚未向房委會全數清繳所有欠款（連同相關利息（如有））；

(c) 投標者的任何董事曾擔任某公司董事，該公司又是房委會作為業主／暫准證發出人的一份前商業租約的承租人或一份前暫准證協議的持有人，而該公司未有按該份前租約或暫准證協議的規定支付任何租金、暫准證費、費用或差餉，且在投標截止日期前，尚未向房委會全數清繳所有欠款（連同相關利息（如有））；以及

(d) 投標者的任何董事是某公司董事，該公司又是房委會作為業主／暫准證發出人的一份現行商業租約的承租人或一份現行暫准證協議的持有人，而該公司未有按該份租約或暫准證協議的規定支付任何租金、暫准證費、費用或差餉，且在投標截止日期前，尚未向房委會全數清繳所有欠款（連同相關利息（如有））。

投標者須同意並在遞交標書予房委會後即被視作同意以下事項：房委會根據本第 15 款有絕對酌情權，可決定上述任何情況／事件是否適用；以及房委會根據本第 15 款作出不考慮投標者標書的決定，屬最終決定並對投標者具約束力，投標者不得對房委會的決定提出異議。

儘管如此，房委會保留權利，可在出現本第 15 款適用的任何前述情況／事件時，繼續考慮向其遞交的標書。

有關《個人資料(私隱)條例》的須知

「投標表格」所提供的個人資料，將由香港房屋委員會用作處理有關投標廣告位的申請。

個人資料包括投標者及投標表格上所列其他人士的姓名、香港身分證號碼及年齡；投標者與表格上其他人士的關係；投標者的銀行戶口號碼、地址及聯絡電話號碼。

利用「投標表格」提供個人資料，乃屬自願性質。然而，如投標者未有在「投標表格」內提供所需資料，香港房屋委員會可能無法進一步辦理其投標申請。

「投標表格」的資料當事人有權查閱及改正自己的個人資料。有關「投標表格」內所收集的個人資料的查詢，包括查閱及改正資料，可向以下人員提出：「九龍何文田佛光街 33 號香港房屋委員會總辦事處部門資料保障主任」

投標者注意事項

投標者須將填妥之投標表格及支票
(親身)投入投標箱內：

九龍橫頭磡南道 3 號
香港房屋委員會
客務中心第三層 A 翼
房屋署屋邨管理處
商業樓宇管理小組收

颱風及暴雨警告下提交標書指引

倘遇下列情況，截標日期及時間會順延至隨後的星期一或隨後一個星期的首個工作天（不包括星期六）上午 10 時：

(a) 8 號或以上熱帶氣旋警告信號在截標前發出，至截標前兩(2)小時仍未取消；或

(b) 政府（經政府新聞處）在截標前發出黑色暴雨警告信號或「極端情況」，至截標前兩(2)小時仍未取消；或

(c) 房屋署署長在截標前因突發事故而宣布關閉香港房屋委員會客務中心，至截標前兩(2)小時仍未重開。

為免生疑問，如在截標前兩(2)小時或更早之前，8 號或以上熱帶氣旋警告信號或黑色暴雨警告信號取消或改為較低信號，或「極端情況」取消，或香港房屋委員會客務中心重開，截標日期及時間將維持不變。

Appendix IV

香 港 房 屋 委 員 會
Hong Kong Housing Authority

Form of

LICENCE AGREEMENT

(只提供英文版本)

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.

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(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.

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(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.

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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.

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(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.

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(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.

SMPLE

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]

SMPLE

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. :

SMPLE

香港房屋委員會
投標表格

* 將不適用者刪去

現根據招標公告及其**附錄 I** 至 **IV**（包括**附錄 II** 中的「投標普通章程」），並按香港房屋委員會（下稱「房委會」）的暫准證協議條款（載於招標公告**附錄 IV**）（下稱「**暫准證協議**」），承投招標公告**附錄 I** 所訂明**豐和邨**大廈牆身指定地方的廣告位（下稱「**該等廣告位**」）暫准證，以安裝廣告展示屏幕，暫准證為期三年。

投標者需將填妥之投標表格及支票 ： **九龍橫頭磡南道 3 號**
親身投入投標箱內 **香港房屋委員會客務中心**
第三層 A 翼
房屋署屋邨管理處商業樓宇管理小組收

*本人／我們／本有限公司_____（*香港身份證號碼／由公司註冊處發出的公司註冊證書號碼／商業登記號碼（即商業登記證號碼的首 8 位數字）：_____）**於閱讀招標公告及其附錄 I 至 IV 後**，特此提出，願意繳付以下暫准證月費（包括差餉），以及依照招標公告及其**附錄 I 至 IV**（包括「投標普通章程」及暫准證協議）所載條款及條件，承投該等廣告位的暫准證。

競出暫准證月費（包括差餉）
（請以整數填寫，切勿填寫角或分）

港幣_____元（HK$_____）

2. 倘若*本人／我們／本有限公司中標，則在簽署暫准證協議前，本投標表格及中標通知書即成為*本人／我們／本有限公司與房委會之間具約束力的協議，其條款與招標公告及上述附錄（包括「投標普通章程」及暫准證協議）所載者相同。

3. 現附上_____銀行面額港幣_____元*支票／本票（編號：_____）一張，作為保證金。票面款額等於**一個月的競出暫准證費**，以保證有誠意投標。*本人／我們／本有限公司明瞭倘若投標落選，上述*支票／本票將以掛號信寄還至*本人／我們／本有限公司最後報稱的香港地址，如有寄失，房委會概不負責；若支票或本票在收信時經已兌現，則該筆作為投標誠意保證、等於一個月競出暫准證費的保證金，將會無息發還。

4. *本人／我們／本有限公司亦明白下開算定損害賠償條款：

(i) 倘若房委會發現*本人／我們／本有限公司曾操縱投標，則房委會得照招標公告附錄II內「投標普通章程」第3條規定收取算定損害賠償；或
(ii) 不論投標是否已獲房委會接納，倘*本人／我們／本有限公司將之撤回，則房委會得照招標公告附錄II內「投標普通章程」第10條規定收取算定損害賠償。

5. *本人／我們／本有限公司的資料如下：

姓名／有限公司名稱（香港身份證／公司註冊證書／商業登記證上所載者）	香港身份證號碼／公司註冊證書號碼／商業登記號碼（即商業登記證號碼的首 8 位數字）	年齡	性別	與本人關係（例如：合伙人等）

6. *本人／我們／本有限公司保證在本投標表格內所提供的資料全部正確。如發現所報資料失實，房委會有權拒絕本投標，或撤銷其後所簽訂的暫准證協議。

7. *本人／我們／本有限公司現確認，在提交本投標表格時，除以下備註所指的豁免通訊外，*本人／我們／本有限公司並沒有將建議繳付的暫准證費金額告知房委會以外的任何人士、透過與任何其他人士的安排調整任何報價金額、與任何其他人士就*本人／我們／本有限公司或該人應否提交投標表格作出任何安排，或以任何其他方式與任何其他人士串通；並承諾，在上述廣告位暫准證招標後，直至房委會通知競投者招標結果的任何時間，除以下備註所指的豁免通訊外，*本人／我們／本有限公司不會將建議繳付的暫准證費金額告知房委會以外的任何人士、透過與任何其他人士的安排調整任何報價金額、與任何其他人士就*本人／我們／本有限公司或該人應否競投作出任何安排，或以任何其他方式與任何其他人士串通。

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8. *本人／我們／本有限公司現授權房委會搜集與*本人／我們／本有限公司有關的個人資料，以核實本投標表格所載的個人資料，作為處理本表格的投標之用。*本人／我們／本有限公司並授權房委會採用《個人資料（私隱）條例》所界定的比較程序，（以人手或其他方法）將本投標表格所載的個人資料，與房委會為任何其他目的搜集所得與*本人／我們／本有限公司有關的個人資料，互相比較，作調查和核實之用，而比較所得資料可用作採取不利於*本人／我們／本有限公司的行動。

投標者姓名（中文正楷）：_____　　見證人姓名（中文正楷）：_____

投標者簽署：_____　　見證人簽署：_____

#以 _____ 身份
(簽署人職位)

#獲正式授權代表_____簽署標書
(公司名稱)

日　　期：_____　　日　　期：_____

地　　址：_____　　地　　址：_____

_____　　_____

_____　　_____

電　　話：_____　　電　　話：_____

公司印章

#適用於有限公司之投標

香港房屋委員會
投標表格

* 將不適用者刪去

現根據招標公告及其**附錄 I** 至 **IV**（包括**附錄 II** 中的「投標普通章程」），並按香港房屋委員會（下稱「房委會」）的暫准證協議條款（載於招標公告**附錄 IV**）（下稱「**暫准證協議**」），承投招標公告**附錄 I** 所訂明**豐和邨**大廈牆身指定地方的廣告位（下稱「**該等廣告位**」）暫准證，以安裝廣告展示屏幕，暫准證為期三年。

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房屋署屋邨管理處商業樓宇管理小組收

*本人／我們／本有限公司_____（*香港身份證號碼／由公司註冊處發出的公司註冊證書號碼／商業登記號碼（即商業登記證號碼的首 8 位數字）：_____）**於閱讀招標公告及其附錄 I 至 IV 後**，特此提出，願意繳付以下暫准證月費（包括差餉），以及依照招標公告及其**附錄 I 至 IV**（包括「投標普通章程」及暫准證協議）所載條款及條件，承投該等廣告位的暫准證。

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港幣_____元（HK$_____）

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7. *本人／我們／本有限公司現確認，在提交本投標表格時，除以下備註所指的豁免通訊外，*本人／我們／本有限公司並沒有將建議繳付的暫准證費金額告知房委會以外的任何人士、透過與任何其他人士的安排調整任何報價金額、與任何其他人士就*本人／我們／本有限公司或該人應否提交投標表格作出任何安排，或以任何其他方式與任何其他人士串通；並承諾，在上述廣告位暫准證招標後，直至房委會通知競投者招標結果的任何時間，除以下備註所指的豁免通訊外，*本人／我們／本有限公司不會將建議繳付的暫准證費金額告知房委會以外的任何人士、透過與任何其他人士的安排調整任何報價金額、與任何其他人士就*本人／我們／本有限公司或該人應否競投作出任何安排，或以任何其他方式與任何其他人士串通。

備註：就本投標表格而言，「豁免通訊」一詞指*本人／我們／本有限公司為準備提交本投標表格而委託*本人／我們／本有限公司本身的顧問或承保人提供協助時，在絕對機密的情況下與他們進行的通訊。

8. *本人／我們／本有限公司現授權房委會搜集與*本人／我們／本有限公司有關的個人資料，以核實本投標表格所載的個人資料，作為處理本表格的投標之用。*本人／我們／本有限公司並授權房委會採用《個人資料（私隱）條例》所界定的比較程序，（以人手或其他方法）將本投標表格所載的個人資料，與房委會為任何其他目的搜集所得與*本人／我們／本有限公司有關的個人資料，互相比較，作調查和核實之用，而比較所得資料可用作採取不利於*本人／我們／本有限公司的行動。

投標者姓名（中文正楷）：_____　　見證人姓名（中文正楷）：_____

投標者簽署：_____　　見證人簽署：_____

#以 _____ 身份
(簽署人職位)

#獲正式授權代表_____簽署標書
(公司名稱)

日　　期：_____　　日　　期：_____

地　　址：_____　　地　　址：_____

_____　　_____

_____　　_____

電　　話：_____　　電　　話：_____

公司印章

#適用於有限公司之投標

為免誤投，請用**黑色**原子筆以正楷填寫姓名及地址（請與投標表格一併遞交）：

姓名 _____

地址 _____

_____

_____

姓名 _____

地址 _____

_____

_____

姓名 _____

地址 _____

_____

_____

圖片：投標箱位置



填妥的投標表格須親身投入如上圖所示的投標箱內，逾時恕不受理。該投標箱設於九龍橫頭磡南道 3 號香港房屋委員會客務中心第三層 A 翼房屋署屋邨管理處商業樓宇管理小組辦事處門外。用其他方法投遞者，如有誤投，房委會概不負責。