香港房屋委員會

招標公告

招標承投在業旺邨第 1 號場地
營運單車停泊設施的暫准證

現招標承投暫准證，以使用業旺邨第 1 號場地（下稱「該場地」）設置和營運單車停泊設施。該場地位於業旺邨業德樓旁，在附錄 I 的圖則以黃色配紅色邊框標示，僅供識別之用。暫准證賦予持有人設置、保養和營運單車停泊設施，以及透過流動應用程式提供自助單車租賃業務，為期三(3)年，由香港房屋委員會（下稱「房委會」）指定的日期起生效。暫准證須受本招標公告，包括其附錄和暫准證協議大綱所載的條款及條件規限。投標者在投標前應細閱附錄 I 至 IV 所載的詳細資料。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要約的條款及條件。房委會在審核任何一份投標書和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. 該場地暫准證的固定年期為三年，不可續期。投標者在夾附的投標表格內的暫准證月費報價，須為暫准證整個三年期的固定月費（不包括差餉）。不符合本段所載規定的投標書，房委會一概不予考慮。

4. 投標者遞交的投標書必須符合以下預審資格規定，才會獲考慮。未能符合這些先決條件的人士或公司所遞交的投標書，可能會被視為不符合資格，並因此被取消投標資格：

a) 投標者必須具備最少連續五(5)年在香港、中國內地或海外經營自助單車租賃業務的經驗，當中最少連續一(1)年須於緊接截標日期前在香港取得，並提供相關證明文件；

b) 投標者必須擁有最少 2,000 輛單車。該等單車須經常使用，且保養得宜；

c) 投標者必須提交證明文件（如合約、暫准證、營運報告或經審計報表），以證明符合上述要求；以及

d) 房委會擁有唯一及絕對酌情權，以決定投標者是否符合本招標公告第 4 段所載的資格預審要求，以及投標者所提交的任何資料、文件或證明是否足夠、令人滿意及為房委會所接納，以證明其符合有關要求。倘房委會認為投標者未能符合資格預審要求，房委會保留拒絕有關標書的權利。房委會就上述事宜所作出的決定均屬最終決定，並對所有投標者具有約束力。

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**（兩份均為已簽署正本），並放入信封內密封後遞交，信封上註明「競投業旺邨單車停泊設施」。已密封信封上如沒有註明屋邨名稱，投標書可能會作廢。

b) 填妥的投標表格必須在 **2026 年 11 月 6 日（星期五）上午 10 時前**放入投標箱內，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。逾期遞交的投標書將不予考慮。用其他方法投遞者，如有誤投，房委會概不負責。

c) 投標者須將投標表格連同作為保證金的支票或銀行本票，一併放入信封內密封，然後遞交。支票或銀行本票上的金額，必須是準確數額，按港元計相等於投標表格所訂明**兩個月的要約暫准證費**，抬頭為「香港房屋委員會」。

d) 除在投標表格所顯示空位上填寫所需資料和細節外，不得在投標表格中增刪或改動任何條款或條件。如遞交的投標書對投標表格所載的任何條款或條件有任何增刪或改動，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其商號或業務的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，須附上以下文件副本各一份：有效商業登記證、公司註冊證明書、組織章程細則、法團成立表格（如在遞交投標書當日仍未把法團的首份周年申報表送交公司註冊處存檔），以及已送交公司註冊處存檔並載有公司董事詳情(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）、更改公司秘書及董事詳情通知書（如有），以及由公司註冊處發出之受保障資料報告。

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)段所提述的文件）。任何不符合本招標公告內任何條款或規定的投標書，房委會可能不予考慮或評審。房委會保留權利，可在截標後要求投標者就所需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. **投標者請注意，任何人士或公司如在該屋邨已經營其標書上所載的業務，或成功投得該屋邨相同業務的租約或暫准證（無論是否已簽訂租約或暫准證協議），其投標書可能不獲考慮。為免存疑，如在同一截標日期的招標中，同一投標者就同一屋邨不同處所（包括任何指定場地）提交多份相同行業的投標，房委會只會接納投得的標書中淨額月租或暫准證月費出價最高的一份。如同一投標者就同一屋邨的相同業務投得兩份或以上標書，而該等標書的淨額月租或暫准證月費出價相同，房委會只會接納其中每平方米租金或暫准證費最高的一份。**

8. 投標者須注意，房委會保留權利，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、維修和保養樓宇結構及裝備，以及處理清潔、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、訂立暫准證條款、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。房委會有權把該場地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賠償申索或要求。

9. 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。由該等前商戶／暫准證持有人遞交的投標書可能不獲考慮。

10. 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。投標者提交投標書，即被視作已清楚知悉該等條款。

11. 中標者須接受該場地於暫准證授予當日之現有狀況及條件。所有投標者均須於提交標書前，自行承擔費用檢視及勘察該場地，以確定其實際狀況、情況或安全程度。若投標者欲進行場地視察，須於 **2026 年 11 月 4 日** 或之前，聯絡本投標公告第 15 段所述之人員，以作安排。

12. 投標書如獲接納，在簽署或執行暫准證協議之前，投標書及其書面接納書即構成中標者與房委會之間具約束力的協議。相等於兩個月要約暫准證費的保證金，可用作抵銷上述首月暫准證費的部分款項，或抵銷根據暫准證協議條款須向房委會支付的兩個月要約暫准證費保證金的部分款項，以代替退款，不足之數由中標者補足。不論本招標公告任何其他條文如何規定，落選者的支票或銀行本票，將一概按照其最後所知的香港地址寄回，風險自負。如支票或銀行本票一經收到即兌現，則相等於兩個月要約暫准證費的保證金將免息發還。

13. 如颱風或暴雨警告生效，遞交標書事宜須按照**附錄 III** 的指引處理。

14. 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。

15. 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）。

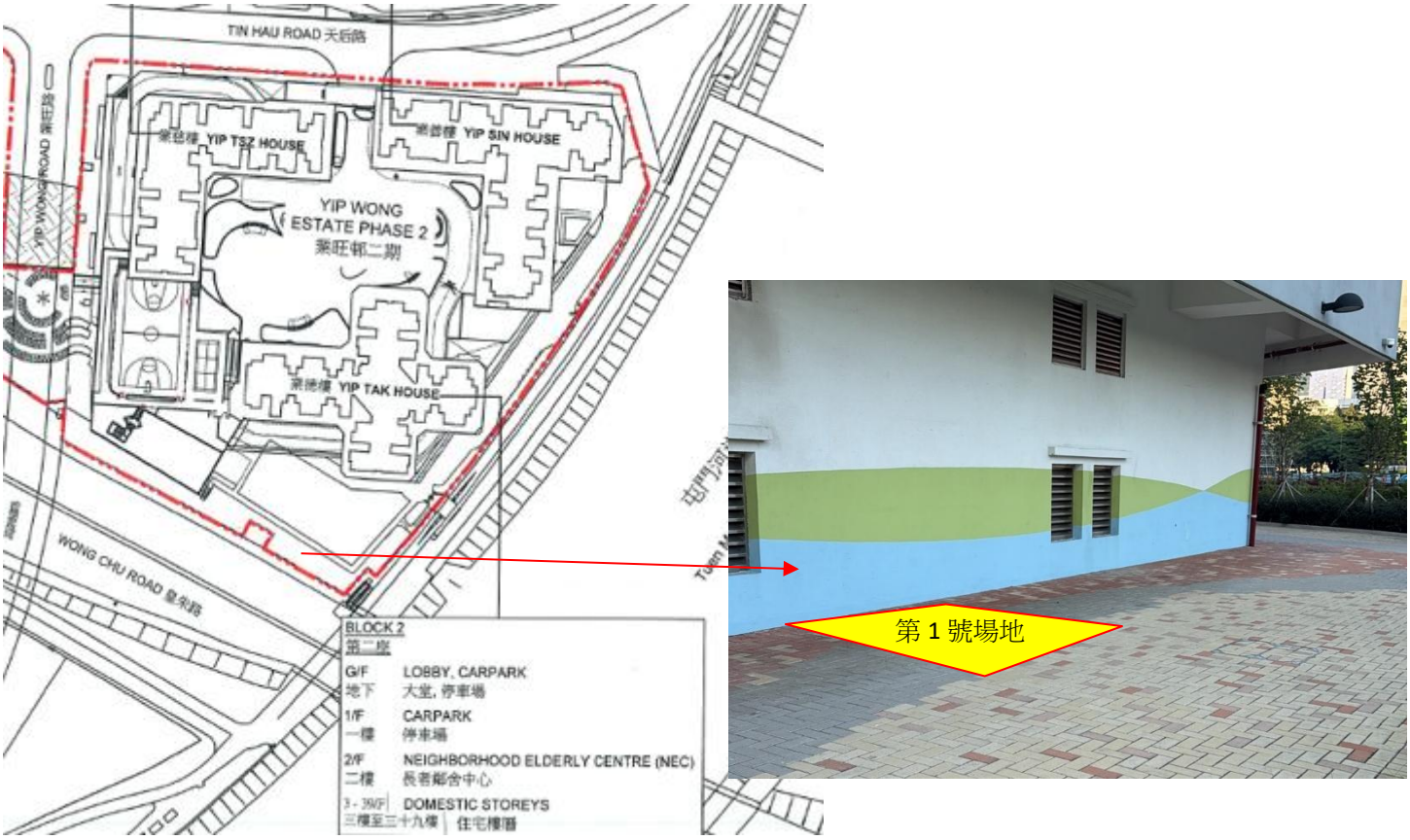
業旺邨
擬設單車停泊設施場地

擬設單車停泊設施場地如下圖所示（以黃色配紅色邊框標示，僅供識別之用，非按實際比例繪製）：

第 1 號場地位置：位於業旺邨業德樓旁

大約面積：7 平方米

尺寸：3,500 毫米（闊）×2,000 毫米（深）



註：

(1) 該場地須在交付佔用時，以當時的狀況及情況移交予暫准證持有人。暫准證持有人須負責該場地一切改裝和裝修工程費用，且工程細節須獲房委會批准。

(2) 暫准證持有人須自費在該場地內清楚劃定單車停泊位置，方式可為劃線或其他方法，並須事先取得房委會的書面批准。暫准證持有人須確保所有單車均嚴格停泊於指定的單車停泊位置，每個停泊位置僅可停泊一輛單車。暫准證持有人並須確保在場地內停泊的單車數目在任何時間均不得超過十五（15）輛。房委會一經通知，暫准證持有人須在房委會指定的時限內，移除任何超出上述限額或不當停泊的單車，包括多於一輛單車佔用同一指定停泊位置，或停泊於非指定位置的情況。若未能遵守，將構成違反暫准證，並可能導致補救措施，包括但不限於終止暫准證，所有相關費用及開支均由暫准證持有人承擔。

(3) 該場地的預計移交日期，須為業旺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。

(4) 暫准證持有人須自費設計、建造、營運、管理、保養和控制該單車停泊場地，以及所有相關工程、裝置、固定附著物及設備。該單車停泊場地及所有相關工程、裝置、固定附著物及設備的設計、建造和標準，須令房委會滿意，並獲其批准。

(5) 房委會概不作任何明示或默示的保證，指該場地適合或適宜設置暫准證持有人根據本招標公告、標書或暫准證協議所建議，或有意設置的單車停泊設施。

(6) 工程進行期間，暫准證持有人須採取一切必要措施，保障公眾安全。設置工作及相關工程所致損壞，暫准證持有人須自費修復，直至房委會滿意為止。

(7) 暫准證持有人須定期檢查和妥善維修保養所有設置的構築物，包括單車停泊設施，以確保穩固和安全。

(8) 擬設置的構築物不得阻礙日後房委會轄下物業及設施的維修通道。

(9) 房委會可憑其絕對酌情權，在屋邨內撥出獨立場地予任何一方，以設置單車停泊設施。

(10) 暫准證持有人須遵守有關當局就該場地的業務營運（包括但不限於單車停泊設施或自助單車租賃業務）所訂立的所有發牌規定、條例、規則和規例。

(11) 在該場地經營單車租賃業務的模式，僅限於透過流動應用程式提供的自助租賃業務。

(12) 暫准證持有人須在暫准證三(3)年期屆滿時騰出該場地並遷往其他地方，房委會概不就此發放任何津貼或作出任何補償。

(13) 該場地不設電力或自來水供應。

(14) 本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。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，則將相等於兩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」，面額須等於兩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) 投標者可能會獲邀出席遴選會晤，倘若符合資格，會獲邀簽立暫准證協議。投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天內，出席會晤或簽立暫准證協議（視乎何者適用而定）。暫准證會由暫准證協議簽立之日起生效，投標者須繳付由該日起計算的暫准證費。倘若投標者基於任何理由未能在指定時間內出席會晤或簽立暫准證協議，房委會可以書面通知投標者即時取消該份標書和撤銷把該場地批予投標者。一旦按上述規定取消該份標書和撤銷把該場地批予投標者，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，而房委會可把該場地批予他人及／或以其認為恰當的方式處理該場地。投標者不得就任何賠償或退還保證金或就該場地或其他事宜，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) 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) 投標者曾是一份房委會作為業主／許可人的前商業租約的承租人或前暫准證持有人，而投標者未有按該份前商業租約／暫准證的規定支付任何租金／暫准證費／費用／差餉，且在投標截止日期前，尚未向房委會全數清繳所有拖欠的租金／暫准證費／費用／差餉（連同相關利息（如有））；

(b) 投標者是一份房委會作為業主／許可人的現行商業租約的承租人或現行暫准證持有人，而投標者未有按該份商業租約／暫准證的規定支付任何租金／暫准證費／費用／差餉，且在投標截止日期前，尚未向房委會全數清繳所有拖欠的租金／暫准證費／費用／差餉（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，該公司曾是一份房委會作為業主／許可人的前商業租約的承租人或前暫准證持有人，而該公司未有按該份前商業租約／暫准證的規定支付任何租金／暫准證費／費用／差餉，且在投標截止日期前，尚未向房委會 全數清繳所有拖欠的租金／暫准證費／費用／差餉（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，該公司是一份房委會作為業主／許可人的現行商業租約的承租人或現行暫准證持有人，而該公司未有按該份商業租約／暫准證的規定支付任何租金／暫准證費／費用／差餉，且在投標截止日期前，尚未向房委會全數清繳所有拖欠的租金／暫准證費／費用／差餉 (連同相關利息(如有))。

投標者須同意，並且一經向房委會遞交標書，即被視作同意房委會根據本第 14 款有絕對酌情權，可決定上述任何情況／事件是否適用，而房委會根據本第 14 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，房委會保留權利在出現本第 14 款適用的任何前述情況／事件時，仍可繼續考慮向其遞交的標書。

(15) 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。

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該場地的申請。

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。

附錄 IV

香 港 房 屋 委 員 會
Hong Kong Housing Authority

FORM
of
LICENCE AGREEMENT

(只提供英文版本)

Bicycle Parking Facility at
Yip Wong Estate

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 hereby grants to the Licensee a non-exclusive right to install, maintain, and operate a bicycle parking facility accommodating multiple bicycles, subject to the prior written approval of the Licensor, for a term of three (3) years commencing on the ___ day of ___ ("the Term"), at Area No. 1 of Yip Wong Estate (hereinafter referred to as "the Estate"), as set out and described in the First Schedule attached hereto (hereinafter referred to as "the Area"). The term "the Area" shall mean either the original location or any other location as may be required or specified by the Licensor under the terms and conditions of this Agreement, and the grant is subject to and in accordance with the terms and conditions contained herein. For the avoidance of doubt, under this Agreement, the Licensor shall not be construed as making any warranty to the Licensee as to the suitability of the Area for the business purpose of the Licensee.

(2) The Licensee shall, throughout the Term, pay to the Licensor a monthly licence fee, exclusive of rates, in the sum of Dollars _____ Only (Hong Kong Currency HK$_____) (hereinafter referred to as "the licence fee"). The first payment of the licence fee, being Dollars _____ Only (Hong Kong Currency HK$_____) for the period of ___ days from the ___ day of _____ to the ___ day of _____, shall be made in advance upon the signing of this Agreement. Thereafter, the monthly licence fee, exclusive of rates, shall be payable in advance on the first day of each 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 Agreement, and this 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 Agreement. The deposit paid by the Licensee, as stipulated in Clause III(8) upon signing this Agreement, will also be forfeited by the Licensor. In this case, the Licensor shall have no obligation to deliver the Area to the Licensee and shall be released from other obligations under this Agreement. The Licensee shall have no right to claim compensation in any form from the Licensor under this 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) The Licensee shall not use, permit, or suffer the Area, or any part thereof, to be used for any purpose other than the installation and operation of a parking facility for bicycles and the conduct of the business of offering automated bicycle rental services on a self-service basis via mobile applications (such parking facility being hereinafter referred to as "the Facility," and the installation and operation thereof being hereinafter referred to as "the Business"), as more particularly specified in the First Schedule hereto.

(3) To pay all existing and future rates in respect of the Area direct to the Licensor in advance on the first day of every calendar month the first payment to be made on the signing of this Agreement. In the event of the Area not yet assessed to rates on the signing of this Agreement, the Licensee shall pay to the Licensor such interim rates in the manner aforesaid as are deemed to be levied on a rateable value equal to twelve (12) months' licence fee in respect of the Area and upon ascertainment of the rateable value of the Area in accordance with the provisions of the Rating Ordinance, an appropriate adjustment shall be made in the payment of rates as aforesaid and the Licensee shall be so notified by the Licensor as soon as practicable.

(4) The Licensee shall operate the Business in such manner as shall be to the absolute satisfaction of the Licensor, who shall have sole discretion to determine whether the mode of the automated bicycle rental services is acceptable. If, in the opinion of the Licensor, the Business, including its mode of operation, is deemed unacceptable, the Licensor may, without prejudice to the rights of the Licensor under this Agreement, terminate the licence by giving to the Licensee at least one calendar month's notice in writing. For the avoidance of doubt, the Licensor's decision shall be final and conclusive as to whether the Licensee has operated the Business in an acceptable manner and has met the satisfaction of the Licensor.

(5) To provide, install and maintain the Facility at the Licensee's own cost and expense and in all respects to the satisfaction of the Licensor. The detailed specifications of the Facility shall first be approved by the Licensor in writing, and shall in all respects comply with all health, safety and fire regulations currently in force in the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong").

(6) Not to make any alteration or addition (whether structural or otherwise) to the Area or any part thereof without the prior written consent of the Licensor.

(7) (i) Save as otherwise permitted or required by the Licensor at its absolute discretion, the Licensee shall not exhibit or display, or cause, permit, or suffer to be exhibited or displayed, any advertisement, sign, signboard, or materials of an advertising nature (whether illuminated or otherwise) either inside or outside the Area. This includes any devices visible from either inside or outside the Area, as determined by the Licensor.

(ii) Notwithstanding Clause (7)(i) hereof, the Licensee shall, at its own expense, affix and maintain a notice in a conspicuous position on the front of the Facility, stating in both English and Chinese the Licensee's 24-hour communication channels, in all respects to the satisfaction of the Licensor. Such channels shall include a telephone hotline and/or other communication platforms via mobile applications.

(8) To maintain and keep at the Licensee's own expense and in all respects to the satisfaction of the Licensor the Area and all fixtures therein and additions thereto in good and hygienic condition and tenantable repair and so to hand over the same (except trade fixtures) to the Licensor in the same condition as at the commencement date of this Agreement in all respects to the satisfaction of the Licensor at the expiration or sooner determination of this Agreement.

SAMPLE

(9) To take all necessary precautions to protect the Area from damage by floods, termites, leakage of pipes or drains, water, water leakage, gas leakage, electricity short-circuiting, rats, insects, fire, storm, typhoon or the like.

(10) To commence and operate the Business on the Area in accordance with the provisions of this Agreement in all respects to the satisfaction of the Licensor.

(11) Not to assign, sub-licence, mortgage, charge, demise, sublet, underlet, share or part with the possession of or otherwise dispose of the Area or any part thereof or any rights hereby granted or any interest therein or enter into any agreement so to do.

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

(13) Not to do anything, or cause, permit or suffer anything to be done at any time in or upon the Area or any part thereof which may be against the laws or regulations of Hong Kong or which in the opinion of the Licensor may be or become a nuisance or annoyance or injurious or dangerous to health or may cause danger, damage or inconvenience to the Licensor or to the other tenants, licensees, owners or occupiers of the Estate or any adjoining or neighbouring lot, lots or premises.

(14) To indemnify and keep indemnified the Licensor, its officers, contractors, workmen and authorized persons from and against all actions, suits, liabilities, costs, claims, demands, expenses and losses (whether financial or otherwise) whatsoever or howsoever brought, incurred or taken in respect of any damage, injury, loss or costs (including but not limited to any legal expenses that may be incurred by the Licensor or that may be awarded against the Licensor or the Licensor agrees to pay) or anything that the Licensor may be obliged to do arising directly or indirectly out of any breach of the terms and conditions of this Agreement or out of or in connection with the occupation or use of the Area or the exercise of the rights herein granted by the Licensee including but not limited to:

(i) all liabilities arising out of the negligence of any person not a party to this Agreement; 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 Agreement and shall continue in full force and effect notwithstanding such expiration, completion or termination.

(15) 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 Facility, the use, operation and occupation of the Area 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 Area prior to the commencement of the operation of the Facility and to maintain at the Licensee's own expense the same in force during the term of this 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 Area or the Facility or any part or parts thereof.

SAMPLE

(16) Not to permit any touting or soliciting for business or the distributing of any pamphlet, notice or advertising material outside the Area or any part thereof or anywhere within the Estate by any of the Licensee's employees, agents or contractors.

(17) To pay to or reimburse the Licensor the cost of any damage caused to any part of the Estate by the Licensee, his employees, contractors, subcontractor, agents, licensees or invitees or any other person claiming through or under the Licensee.

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

(19) Upon the expiration or sooner determination of the licence hereby granted, the Licensee shall, at its own cost and to the satisfaction of the Licensor, demolish and remove all or any fixtures, installations, equipment, bicycles and structures then standing on or forming part of the Area, without any compensation being payable by the Licensor to the Licensee. The Licensee shall further reinstate the Area and make good, at its own expense, any damage caused to the Area or the Estate as a result of such demolition and removal. If the Licensee fails to carry out such works to the satisfaction of the Licensor, the Licensor may carry out the same and recover the costs so incurred from the Licensee. The Licensee hereby agrees and declares that a certificate issued under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee.

(20) To observe and comply with all instructions and directions which may be given by the Licensor or its authorized representatives in connection with the carrying out of any works approved by the Licensor pursuant to the terms and conditions herein contained.

(21) Not to alter any main electricity cable, gas or water pipe or drain or heating apparatus or cut or damage any of the walls or floors of the Area or alter any part of the main structure of the Estate or other structural elements thereof or attach anything to any structural wall or ceiling of the Area.

(22) Not to use any gramophone, radio, television, loudspeaker, musical instrument or similar apparatus or equipment in such a way that the same shall be audible outside the Area.

(23) (i) To take all necessary steps and precautions to prevent the Area from becoming infested by termites, rats, mice, cockroaches or any other pests or vermin; and

(ii) To ensure that adequate safety and security measures (which shall be the sole responsibility of the Licensee and at the Licensee's own expense) are taken for the protection of the Area, the Facility therein.

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

(25) (i) To observe and comply with such rules and regulations as may from time to time be made or adopted by the Licensor and notified in writing to the Licensee regarding the maintenance, management and control of the Area and the Estate; and

(ii) To indemnify and keep indemnified the Licensor from and against any breach, non-observance or non-performance in respect of Clause II(25)(i) hereof on the part of the Licensee, his agents, employees, contractors, subcontractors, invitees and licensees. The Licensor, its officers or agents shall not be responsible for or under any liability to the Licensee for the non-observance or violation of such requirements, rules and regulations by any other licensee or tenant of the Estate.

SAMPLE

(26) Not to use or cause, permit or suffer the use of the Area or any part thereof for gambling or for any illegal, improper or immoral purposes or for any purposes of whatsoever kind connected or associated in any way which affects the images of the Government of Hong Kong (hereinafter referred to as "the Government") or Licensor. The Licensee hereby agrees and declares that the decision and determination of the Licensor as to what constitutes gambling, illegal, improper or immoral purposes and what affects the images of the Government or Licensor shall be final, conclusive and binding on the Licensee.

(27) The Licensee shall ensure that the Facility installed is strictly confined to the Area specified in the First Schedule hereto, unless prior written consent has been obtained from the Licensor.

(28) The Licensee shall at its own cost and expense reposition or alter the Facility 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 Area or the Facility. In the event of non-compliance of this Clause II(28), 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).

(29) 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 Agreement and shall in all respects comply with the terms and conditions thereof.

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

(31) 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 Area.

(32) 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 Area or anywhere within the common area of the Estate without the prior written approval of the Licensor.

(33) (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 Facility and/or or reinstatement works of the Area 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 Area or part thereof (hereinafter collectively referred to as "the Works and Services").

(ii) Before carrying out any of the works referred to in Clause II(33)(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.

SAMPLE

(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(33)(ii) hereof in respect of the Works and Services, including any necessary diversion, relaying, repairing, making good or reinstatement works.

(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 Area or part thereof 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(33)(i) and II(33)(iii) hereof.

(v) If the Licensee fails to carry out any of the works referred to in Clauses II(33)(iii) and II(33)(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.

(34) (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 Area and the Facility, 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 Area or the Facility 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 Area 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 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 Area and the Facility 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 Area or to any adjoining premises belonging to the Licensor.

SAMPLE

(35) To give notice in writing to the Licensor or its agent of any damage to the Area 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 Area. 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.

(36) Not to employ illegal workers and in the event of breach of this Clause II(36), 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.

(37) To use the Licensor's fixtures and fittings serving the Area 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.

(38) Upon demand by the Licensor, the Licensee shall at its own cost and expense temporarily remove the Facility, or any part(s) thereof, to facilitate any maintenance works to be carried out by the Licensor to the Area and the Estate, or any part(s) thereof. The Licensee shall, at its own cost, re-install the said Facility, 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.

(39) To commence operation of the Business specified in Clause II (2) within…… month from the date of commencement of this Agreement.

(40) To observe and comply with and perform all the covenants terms and provisions restrictions and prohibitions contained in the Deed of Mutual Covenant and Management Agreement (if any)(including but not limited to the building rules incorporated therein (if any)), the Sub Deed of Mutual Covenant (if any) and the Deed of Grant of Right of Way (if any) relating to the Estate where the Area is situated and shall indemnify the Licensor against the breach of non-observance or non-performance thereof.

(41) To mark and affix serial numbers to all bicycles within the Facility for identification purpose, and to ensure such serial numbers remain clearly visible at all times, to the satisfaction of the Licensor.

(42) Not to keep or park any bicycles outside the Area.

(43) The Licensee shall not provide, store, or permit the storage of multi-cycles, motor-driven bicycles, or any electric mobility devices within or from the Area, whether for hire or otherwise.

(44) The Licensee shall ensure that all bicycles for hire are constructed, operated and maintained in accordance with the provisions of the Road Traffic Ordinance (Cap. 374) and all subsidiary legislation made thereunder.

(45) The Licensee shall, at its own cost and expense, remove any bicycle found outside the Area within the Estate within the timeframe stipulated by the Licensor or the relevant enforcement authorities. In the event of the Licensee's default, the Licensor may undertake such removal and carry out any necessary remedial actions, and the Licensee shall pay the Licensor all charges and expenses thereby incurred.

SAMPLE

(46) The Licensee shall maintain all bicycles in a clean and sanitary condition, ensuring they are free from, including but not limited to, litter, filth, refuse, offensive graffiti, and biohazardous materials.

(47) The Licensee shall, at its own cost, clearly demarcate bicycle parking spaces within the Area by means of line marking or other method, subject to the Licensor's prior written approval. The Licensee shall ensure that all bicycles are parked strictly within the designated bicycle parking spaces, with each parking space accommodating only one bicycle. The Licensee shall further ensure that the number of bicycles parked within the Area does not exceed fifteen (15) at any time. Upon notification by the Licensor, the Licensee shall, within the prescribed timeframe specified by the Licensor, remove any bicycles in excess of this limit or any bicycles improperly parked, including instances where more than one bicycle occupies a single designated parking space or where bicycles are parked outside designated parking spaces. Failure to comply shall constitute a breach of this Agreement and may result in remedial action, including but not limited to termination of this Agreement, with all related costs and expenses borne by the Licensee.

(48) The Licensee shall not deploy any bicycles in areas outside the Area of the Estate. The Licensee shall ensure that all such outside areas are designated as "No Parking Zones" (or functional equivalent) within its mobile application. Notwithstanding the foregoing, the Licensee shall be responsible for promptly removing any bicycles left by its customers in such prohibited areas, and shall comply with Clause II(45) of this Agreement.

(49) The Licensee shall conduct regular site patrols to monitor bicycle conditions, and shall promptly upright, rectify, or remove any bicycles that have fallen over or pose a potential safety hazard to the public. Furthermore, the Licensee shall conduct and complete a comprehensive site safety check prior to the hoisting of a Typhoon Signal No. 3 or the issuance of a Black Rainstorm Warning, ensuring all bicycles are properly secured or removed to prevent danger.

(50) The Licensee, its staff, contractors, sub-contractors, agents, and any other parties engaged by the Licensee shall not store, charge, replace, or maintain lithium batteries, electric bicycles, electric mobility devices, chargers, extension cords, or any other charging equipment within or around the Area. In the event of any breach of this clause, the Licensee shall pay to the Licensor all charges, expenses, and costs incurred by the Licensor as a result of such breach. Any breach of this clause shall constitute a material default under this Agreement, entitling the Licensor to exercise all rights and remedies available under the Agreement and at law.

(51) Without prejudice to the rights of the Licensor under this Agreement, the Licensee shall at all times comply with the Code of Practice for Automated Dockless Bicycle Rental Services issued by the Transport Department, together with any other applicable guidelines, provisions, or instructions as may be issued, amended, or updated from time to time. The Licensee shall ensure that its operations, equipment, and related activities fully conform to the standards and requirements set out therein, and shall promptly implement any measures necessary to maintain compliance upon the issuance of updates or revisions by the Transport Department or other relevant authorities.

SAMPLE

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

(1) If the licence fee, rates or monies due under this Agreement or any part thereof shall at any time 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 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 Agreement.

(2) If the licence fee, rates 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 Agreement.

(3) Without prejudice to Clause III (1) the licence hereby created may be determined at any time by either party hereto giving to the other at least one calendar month's notice in writing expiring at the end of any calendar month.

(4) Notwithstanding Clause III(1) and III(3) hereof, if the Licensee fails to observe or comply with any of the agreements on his part herein contained, the Licensor shall be entitled to determine the licence hereby created by giving to the Licensee at least one calendar month's notice in writing but without prejudice to the rights of the Licensor under this Agreement.

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

(6) 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.

(7) If any licence fee, charges or rates payable herein 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, charges or, at the case may be, rates is/are subsequently paid (whether in full or not and whether with interest or not) by the Licensee to the Licensor.

SAMPLE

(8) The Licensee shall, on or before the signing of this Agreement, deposit with the Licensor a sum of Dollars Hong Kong Currency only (HK$) as security for the due payment of the licence fee. 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 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 Area, and thereupon, this 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.

(9) On the termination or revocation of the licence hereby created if the Licensee shall have paid all licence fee, rates 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 security deposit on the signing of this 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, rates 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.

(10) 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 Area or fire or landslip or subsidence on, or to, or of or from the Area 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 Area or the Facility.

(11) That the rights and liberties hereby granted shall absolutely cease and determine upon the determination in whatsoever manner of this 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.

(12) That upon the termination of this 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

(13) (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 Area and the Facility 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 Area or the Facility 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 Area and the Facility by the Licensee.

(ii) In the event of breach of Clause III(13)(i), it shall be lawful for the Licensor at any time thereafter to revoke or terminate this 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 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 Area and the Facility and all fixtures and fittings therein, or any of them, against the risks referred to in Clause III(13)(i) hereof may become void or voidable.

(14) That the Licensee shall indemnify and keep indemnified the Licensor from and against any damage caused to any part or parts of the Area and the Estate, the adjoining or neighbouring lot, lots or premises, by reason of any accident howsoever caused by any part of the Facility, frame or fitting or any other article or thing erected or placed on or in the Area 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 Facility, frame, fitting or other article or thing as aforesaid.

(15) 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

(16) That at the expiration or sooner determination of the term of the licence hereby granted, this 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 Area 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 Area 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 Agreement prospective licensees to inspect the Area.

(17) That the powers, functions, and duties granted or reserved to the Licensor under this 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 Area or the Facility or any part or parts thereof 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 Area, the Estate or any adjoining premises by serving on the Licensee a three (3) days' notice in writing to that effect and the period of suspension will be notified in writing to the Licensee. In case of emergency, the Licensor may immediately suspend the use, operation or occupation by the Licensee without prior notice. Upon expiry of such notice of suspension or upon the emergency suspension taking effect, the Licensee shall cease to have any right to use, operate or occupy the Area or the Facility or such part or parts thereof so suspended until further notice from the Licensor that the use, operation or occupation thereof may be resumed. 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.

(19) That any notice to be served by the Licensor or its officers on the Licensee under the terms and conditions of this 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 Agreement shall be addressed to the Housing Manager of the 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 Agreement it is provided that:-

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

SAMPLE

(22) That notwithstanding any other provisions of this Agreement, the Licensor shall have the full right to terminate this 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) The Licensee shall be solely responsible for the security of the Area and/or the Facility, including the Licensee's bicycles and all other belongings. In the event that any damage is caused to the Area, the Facility, or the Licensee's belongings arising from the acts, omissions, or negligence of the Licensee, or from the Licensee's bicycles or other belongings, any acts of third parties, any weather conditions, natural disasters, or other Acts of God, the Licensee shall be solely liable for such damage. The Licensor shall have no liability whatsoever in respect of any such damage, and the Licensee shall have no right to claim any compensation or indemnity from the Licensor.

(24) That the Licensor shall have the absolute right to permit any service or business to be operated adjacent to or adjoining the Area 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 repair or maintenance works of or to the Facility or the Area by the Licensee shall be carried out upon obtaining prior written approval from the Licensor.

(26) The Licensor shall have no liability whatsoever in the event that the Area and/or the Facility is occupied, obstructed, or otherwise used by bicycles or any other items belonging to persons other than the Licensee. The Licensee shall, at its own cost and expense, be solely responsible for managing and controlling the Area and the Facility to prevent occupation or use by any such third parties. The Licensee shall have no right whatsoever to claim any compensation from the Licensor in respect thereof.

(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 Area, 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.

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

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

SAMPLE

(30) 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 Agreement or any clause hereof.

(31) The Licensor shall be entitled to transfer and assign the reversion in the Area and all the Licensor's rights and obligations under this 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, if the Licensee has paid to the Licensor any deposit under Clause III(8) of this 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.

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(8), 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(8), the Licensee shall only seek refund of the said deposit (subject always to the terms and conditions contained in this Agreement) from the Assignee.

(32) That the Licensor shall have the right to relocate any or all of the Facility to other location or locations in the Estate as the Licensor may in its absolute discretion determine by giving to the Licensee not less than seven (7) calendar days' written notice to that effect and the Licensee shall within such period as determined by the Licensor enter into such document to effect the relocation of the Facility on the terms and conditions as determined by the Licensor at its absolute discretion. All costs and expenses for relocating the Facility shall be borne by the Licensee and the Licensee shall have no right whatsoever to claim compensation therefor or damages from the Licensor or to claim reduction or refund of the monthly licence fee or any other charges.

(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 (if applicable);
   (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.

SAMPLE

(34) Notwithstanding anything to the contrary in this 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 Agreement and re-enter upon the Area 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 Area or the Facility or any part or parts thereof by the Licensee or the continued performance of this 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 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 Agreement under this Clause III(34) shall be final, conclusive and binding on the Licensee.

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 Agreement.

SAMPLE

The First Schedule Above Referred To

Area:	Location	Approximate Area (in m^2)	Designated Trade
	Area No. 1 of Yip Wong Estate	7	Bicycle Parking Facility
	(as shown and edged red on the plan at the Annex hereto)	(Dimensions: 3,500 mm (W) × 2,000 mm (D))	
	Purpose for which Area shall be used	Installation and operation of a parking facility for bicycles and the conduct of the business of offering automated bicycle rental services on a self-service basis via mobile applications	

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

香港房屋委員會
投標表格

* 將不適用者刪去

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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（不包括差餉），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，承投該場地的暫准證。

競出暫准證月費（不包括差餉）
（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／本有限公司與香港房屋委員會(下稱「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**兩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，則相等於兩個月競出暫准證費的投標誠意保證金，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，在該場地暫准證招標後，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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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

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_____　　_____

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。