

**SCHEDULES**

**First Schedule**

The Licensee undertakes and warrants that he shall observe the following stipulations and provisions –

1. (a) To observe and comply with such requirements and conditions of any licence, permit and/or certificate issued to the Licensee/Licence Area in connection with the Business.
- (b) To observe and comply with such requirements and conditions as may be imposed from time to time by the Director in respect of the use of the Licence Area.
2. To comply with and observe any directions issued and requirements imposed by any Government departments in connection with the Licence Area.
3. The Licensee shall pay and discharge all existing and future rates, taxes, Government rent, assessments, duties and outgoings whatsoever which may be imposed, assessed or charged upon him or to the Licence Area.
4. Not to use or cause, suffer or permit to be used the Licence Area or any part thereof for any purposes whatsoever other than the carrying on of the Business by the Licensee on his own account.
5. The Licensee shall conduct the Business in the Licence Area daily at the hours permitted by the Director and make this Agreement available for inspection by the Director's representatives and public officers of relevant government departments.
6. Not to use the Licence Area or permit or suffer the same to be used for any illegal or immoral purpose.
7. Not to permit any games to be played in the Licence Area whether for gambling purposes or otherwise.
8. Save as fast food stalls, it shall not cook at or in the vicinity of the Licence Area.
9. (a) To take all reasonable precautions to protect the Licence Area from damage by

fire, storm, typhoon or the like.

- (b) To maintain appliances, furniture, fixtures and fittings in good and serviceable repair and condition to the satisfaction of the Director.
10. Not to keep or store or cause permit or suffer to be kept or stored at the Licence Area any dangerous or prohibited goods within the meaning of the Dangerous Goods Ordinance, Cap. 295 or any arms, ammunition, explosives or combustible substances.
  11. Not to sell, stock and provide cigarette and/or tobacco within the Licence Area.
  12. Not to sell commodities by auction.
  13. (a) Not to place or leave, suffer or permit to be placed or left any trade equipment, stores, provisions, furniture, fixtures, fittings, chattels or other things whatsoever at any place within the Venue other than the Licence Area or otherwise howsoever encumber or encroach such places and shall forthwith remove the same to a place designated by the Director if the Director in its opinion considers that they may cause encumbrance or encroachment.  
  
(b) In the event of any breach of Clauses 13(a) and without prejudice to any other rights and remedies which the Director has or may have under the Licence Agreement, the Government shall be entitled to take all such steps as may be necessary to remove any such encumbrances or encroachments thereby constituted forthwith and without notice to the Licensee to seize, remove and dispose of any such property in such manner as the Government Representative may see fit without any liability whether towards the Licensee or otherwise and the Licensee shall pay the Government on demand all the costs in relation with such removal and/ or disposal which are incurred by the Government.
  14. Not to place goods/commodities in common areas. They should be securely placed or stacked up inside the Licence Area and in such a way as not to pose accident or fire hazard. In the event of any accident, injury or death caused by any commodities placed beyond the Licence Area by the Licensee, his employees or agents, the Licensee shall be solely liable for any damage/ accident howsoever caused.
  15. To keep all commodities stored or offered for sale in hygienic condition as is reasonably practicable.

16. No loud hailers, amplifiers or other sound devices shall be used for promoting the Business.
17. The Licensee shall maintain a proper current and accurate record of all his employees or agents employed for carrying out the Business in the Licence Area. Such record shall include the name and Hong Kong Identity Card number.
18. The security of the Licence Area (s) and any goods stored therein shall be the sole responsibility of the Licensee and the Government shall not be liable for any loss of or damage to the property of the Licensee.
19. The Licensee shall have no right of ingress or egress to or from the Licence Area for the passage of motor vehicles unless authorized by the Director.
20. No spaces shall be provided within the Venue for parking of vehicles except for loading and unloading purposes daily from 7:00 am to 8:30 am (except 11 March 2016) during the Licence Period or at any other time as shall be specified by the Director.
21. The Licensee shall be responsible for the safety of any vehicles which he uses or brings alongside or onto the Venue and he shall indemnify the Director in respect of any losses or damages thereto as a result of the use of such vehicles;
22. The Director reserves the right to issue additional rules and regulations at any time it considers necessary for the orderly and smooth operation of the Event. All interpretations of these conditions and any additional rules and regulations by the Director shall be final.
23. The Licensee (who is permitted to sell fast food and dry food at the Licence Area) shall observe the following conditions –
  - (a) No seats shall be provided for customers.
  - (b) To inform the Director the items of commodities to be sold at the Fast Food Stall and Dry Food Stall before commencement of the Licence Period.
  - (c) Where applicable, to obtain a temporary food factory licence or any other licence from the Food and Environmental Hygiene Department and provide a copy of the licence concerned to the Director seven (7) days before the commencement of the Licence Period before carrying out any food business in

the Licence Area.

**Opening Hours**

24. (a) During the Licence Period, the Licence Area shall be opened for Business in accordance with following opening hours:

<b>Type of Commercial Stall</b>	<b>Opening Hours</b>
Fast Food Stalls	Daily from 9:00 a.m. to 9:00 p.m.
Dry Food Stalls	Daily from 9:00 a.m. to 9:00 p.m.
Goods Stalls	Daily from 9:00 a.m. to 9:00 p.m.
Book Stall	12th March 2016: from 2:00 p.m. to 9:00 p.m. Daily from 13th March 2016: 9:00 a.m. to 9:00 p.m.

- (b) The Licensee shall not operate the Business in the Licence Area at any other times which is outside the specified times in Clause 24(a) above. Subject to the Director’s written approval, the Licensee may make a request in writing to the Director seven (7) working days prior to commencement of the Licence Period to operate the Business in the Licence Area at such other time not specified in Clause 24(a). The Director shall at its sole discretion determine whether the Licensee’s request would be approved.

**Delivery of Commodities**

25. Subject to the satisfactory completion and fulfillment of Clause 28(f) hereof in obtaining the Entry Permit (“Entry Permit” as defined in Clause 28(f)), the Licensee shall deliver his goods and commodities to the Licence Area at such following times –

<b>Type of Commercial Stall</b>	<b>Delivery Times</b>
Fast Food Stalls	9th March 2016: from 8:00 a.m. to 9:00 p.m. 10th March 2016*: from 8:00 a.m. to 9:00 p.m.
Dry Food Stalls	9th March 2016: from 8:00 a.m. to 9:00 p.m. 10th March 2016*: from 8:00 a.m. to 9:00 p.m.

Goods Stalls 9th March 2016: from 8:00 a.m. to 9:00 p.m.  
10th March 2016\*: from 8:00 a.m. to 9:00 p.m.

Book Stall 12th March 2016: from 1:15 p.m. to 2:00 p.m.

Remarks:

\* no vehicles will be allowed to enter into the Venue for loading and unloading of goods or commodities near the Licence Area between 8:00 am and 5:00 pm on 10<sup>th</sup> March 2016.

**Delivery of Vacant Possession**

26. The Licensee shall deliver vacant possession of the Licence Area to the Director in a clean and tidy condition on or before #1:00 pm of 21st March 2016 / 9:30 pm of 20th March 2016. (#delete wherever appropriate)

**Taking up of the Licence Area**

27. The Licensee shall physically take up the Licence Area at the specified decoration time stipulated in Clause 2 of the Agreement, failing which, the Government shall terminate this Agreement immediately without further notice to the Licensee and the Licensee shall not be entitled to claim any compensation or refund of the Licence Fee. The vacant Licence Area shall be disposed of at the sole discretion of the Director.

**Public Liability Insurance**

28. (a) Before the Commencement Date, the Licensee shall effect and keep in force at his own expense a public liability insurance policy for a minimum of HK\$10,000,000 (Hong Kong Dollars Ten Million Only) exclusively for this Agreement in the joint names of the Director, the Government and the Licensee against accidental death or accidental personal injury to any person or property or accidental nuisance or obstruction or trespass or interference with any right of way occurring during the Licence Period within the Licence Area. The insurance shall indemnify the insured for all compensation payable by the insured to any claimant or number of claimants in respect of any one occurrence or all occurrence of a series arising out of one original cause, subject to the indemnity limit of HK\$10,000,000 but otherwise unlimited for all claims throughout the insurance period. The insurance shall be underwritten by an insurance company authorized by the Insurance Companies Ordinance (Cap. 41) and on such other terms and conditions to be approved by the Director. The Licensee shall when required, deposit with the Director for

record at least 7 days prior to the Commencement Date such policy of insurance together with receipt of payment of the premium.

- (b) If the Licensee fails to effect or keep in force the insurance referred to in Clause 28(a) or any other insurance which he may be required to effect under this Agreement, the Director may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and recover the same as debt due from the Licensee.
- (c) Without prejudice to the generality of Clause 28(a) above, for the Licensee who sells fast food/ dry food at the Licence Area, the public liability insurance policy shall also indemnify all sums which the Licensee and the Government shall become legally liable to pay as compensation for bodily injury due to poisoning by food and/ or drinks supplied by the Licensee at the Venue.
- (d) If the terms and conditions of the public liability insurance policy taken out by the Licensee under Clause 28(a) require the insured parties to bear any excess amount in the event of claims, the Licensee shall be personally and solely responsible for the payment of such excess amount and shall indemnify the Director for such payment if the Licensee fails to pay the same.
- (e) The public liability insurance policy taking out pursuant to Clause 28(a) must include a cross liability clause.
- (f) The Licensee shall submit to the Director two copies of the said policy of insurance together with the receipt for payment of the current premium on or before 4 March 2016 to apply for an entry permit to enter the Venue (“Entry Permit”) for carrying out the Business within the Licence Area. Failing to produce the aforesaid policy of insurance will result in termination of this Agreement and the Licence Area shall be disposed of at the sole discretion of the Director. The Licensee shall not be entitled to claim any compensation or refund of the Licence Fee.
- (g) The Licensee is responsible to lodge all claims with the insurance company and shall deal with the insurance company concerned upon being notified by the Director of a report on any injury, death, loss or damage.